SECTION 3.30 - CONFIDENTIAL - CLERICAL

3.25.01 - COMPENSATION

I. DIRECT WAGE PAYMENTS

A. Salary

There hereby is established a performance-based hourly pay plan consisting of a minimum-to-maximum salary range, which shall be applied as indicated to each classification included in Exhibit 3.30, Confidential - Clerical.

B. Retirement Contribution

1. Effective July 22, 1985, the City shall contribute 6% of the employee's cost towards retirement. All such City contributions made under this section shall be deemed to be member contributions under the Public Employee's Retirement System (PERS), and shall be recoverable by the member as such.

2. Effective January 6, 1986, the City shall contribute 7% of the employee's cost towards retirement.

3. Effective January 8, 2007, the PERS contract for miscellaneous employees is amended to 2.5% @ 55. Effective August 16, 2006, the City shall contribute 4.8%, effective January 8, 2007, the City shall contribute 5.8%, and effective July 1, 2007, the City shall contribute 4.4% of the employee’s cost towards retirement. Employees pay a portion of their own Employee Normal Contribution as follows: 2.2% of salary effective July 1, 2006 and 3.6% of salary effective July 1, 2007. All contributions shall be made on a pre-tax basis and credited to the employee’s PERS member account.

4. Effective November 13, 2006, the City shall report the value of employer paid member contributions as additional compensation at the cost of an additional one percent (1%) employee pick-up of EPMC (added to Employee Normal Contribution listed in section B3).

5. Effective August 20, 2007, the City will pay the employees’8% member contribution to PERS and report such as additional compensation. Employee cost sharing (listed in section B4) shall be in the form of reimbursement and will be accomplished through after-tax payroll deduction.

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A. Overtime

1. **Effective April 13, 2009, all authorized actual time worked over forty (40) hours in any work week shall be compensated at the rate of one and one-half times the employee's hourly straight time rate. Hours used for vacation, sick leave, holiday and/or other paid leaves would not count as hours worked for the purpose of eligibility for overtime pay as provided by the Fair Labor Standards Act (FLSA).**

2. Overtime in addition to premium rates shall not be paid for the same hours of work; and in no case will there be pyramiding or duplication of overtime pay or premium rates for identical time worked.

3. All classifications listed in Exhibit 3.30, Confidential - Clerical, shall be compensated for overtime by leave of absence with pay at one-and-one-half times the hours of overtime or by pay at the rate of one-and-one-half times the hours of overtime, whichever is in the best interests of the department in the opinion of the department head.

D. Shift Differential Effective January 8, 2007

Swing Shift.....$1.50 per hour
Graveyard Shift.....$1.50 per hour

Shift Differential shall be paid for all hours worked on the regularly assigned swing or graveyard shift. Shift Differential is not to be compensated for benefit purposes, nor is it subject to the City's contribution to the employee's costs towards retirement.

For purposes of applying the Shift Differential, the Swing Shift is defined as any shift of six hours or more, regularly scheduled to start between the hours of 3:00 p.m. and 10:59 p.m. The Graveyard Shift is any shift of six hours or more, regularly scheduled to start between the hours of 11:00 p.m. and 5:59 a.m.

E. Bilingual Incentive Program

Full-time regular employees meeting the eligibility criteria specified in the City's Bilingual Incentive Program policy and designated by their departments to receive bilingual incentive pay shall receive additional compensation of $75 per month. This additional compensation shall be discontinued for any month in which the employee is absent from work for any reason other than vacation for more than 87 hours. Regular employees meeting the eligibility criteria and designated by their departments, who are assigned to work and actually work at least 20 hours but less than 40 hours per week, shall receive additional compensation of $37.50 per month.

II. PAY FOR TIME NOT WORKED

A. Vacation

Vacations provided herein shall be taken within the time limits provided herein except

when, for the efficient administration of the City, the City Manager determines that vacation leave of absence cannot be scheduled. In such event, the City Manager may authorize pay in lieu of vacation, or allow accumulation of more than one vacation period.

1. Vacation Period and Carry-over

a. No vacation shall exceed two (2) vacation periods in any calendar year nor shall any employee carry over to the following calendar year more than one (1) vacation period. A "vacation period" is defined as the maximum amount of vacation provided in any calendar year. Upon written request to, and upon receipt of written approval from the department head, an employee may be permitted to carry over one (1) additional vacation period for a maximum of three (3) vacation periods to be used during a specified calendar year. Such additional vacation period shall be used during the calendar year for which it was requested.

b. On January 1 of each year, the provided vacation carried over by each employee, plus his current year's provided vacation allowance, shall be credited to the employee, based upon the schedule set forth in Subsection (3) of this section. At any time during said calendar year the employee may use said credited vacation, provided, however, all vacation shall be taken at such times as shall be approved by the head of the department in which such employee works.

2. Termination

a. Upon termination of employment the City shall deduct from final compensation any vacation time taken in excess of the amount provided under these provisions.

b. Unused Vacation

Any employee who terminates and shall have been in continuous service immediately preceding such termination shall be allowed regular compensation for unused vacation accumulation due on the last actual work day.

Earned vacation to which an employee is entitled hereunder shall be compensated for after death in the same amount as though compensation were being paid for such vacation.

3. Vacation-Schedule of Benefits

a. Up to 5 years

Every regular full-time employee in continuous service shall be provided prorata vacation time for each month or major fraction thereof of actual service but not more than the number of hours for each six months of such service nor the number of hours in any calendar year shown in the following schedule. Part-time employees regularly scheduled to work 20 hours or more per week shall be provided one-half that share of vacation allowed full-time employees.

Working Schedule	Maximum Hours Vacation	
(Hours per Week)	Per 6 mos.	Per Year

40	40	80

b. 5 years or more

Upon completion of five years of continuous service, each employee shall be provided 120 hours vacation, with additional hours of vacation provided in accordance with the following schedule:

Upon completion of	No. of additional hours
11 years continuous service	8
12 years continuous service	16
13 years continuous service	24
14 years continuous service	32
15 years continuous service	40

The maximum number of vacation hours shall be 160.

B. Holidays

1. The following days shall be observed as holidays:

January 1; the third Monday in January; February 12; the third Monday in February; the last Monday in May; July 4; the first Monday in September; September 9; the Monday or Friday closest to November 11; the fourth Thursday in November; the day following the fourth Thursday in November; December 25; and every day appointed by the City Council for a public feast, thanksgiving or holiday.

Effective in 1995, in lieu of Admissions Day, September 9, one floating holiday shall be provided to each employee at the rate of 8 hours if September 9 falls on an 8 hour work day, or 9 hours if September 9 falls on a 9 hour work day.

2. If any of the foregoing holidays falls upon a Saturday, the preceding Friday is the holiday in lieu thereof. If any of the foregoing holidays falls upon Sunday, the Monday following is the holiday in lieu thereof.

3. Every regular full-time employee shall be allowed a paid leave of absence of 8 hours for each holiday. Part-time employees regularly scheduled to work 20 hours or more per week on a regular basis shall be allowed one-half that share of holiday leave provided full-time employees. In the event any such person's working schedule in the opinion of the head of the department with the approval of the City Manager will not permit such leave of absence, such person shall receive such person shall receive time and one-half for hours worked on such holiday, in addition to eight (8) hours pay at the straight time rate. If any holiday falls on such person's day off, compensation by paid leave of absence on another day, or 8 hours pay at the regular rate as determined by the head of the department with the approval of the City Manager will be

provided. Regular full-time employees on a 9/80 schedule shall be allowed a paid leave of absence of 9 hours for each holiday that falls on a 9-hour work day, and 8 hours of paid leave for all other holidays. Part-time employees regularly scheduled to work 20 or more hours per week and affected by a 9/80 schedule shall receive 4-1/2 hours of paid leave for holidays falling on a 9-hour work day and 4 hours of paid leave for all other holidays.

4. Effective October 3, 2005, holidays falling on a scheduled 9/80 day off for a given year will be placed in a floating holiday bank at the rate of the actual number of hours which comprise an employee's regular work schedule.

a. Holiday hours are earned at the time the holiday falls on a scheduled day off, but are credited to the employee on January 1 of the calendar year.

b. Holiday hours may be drawn upon beginning January 1st of the year in which they occur with the prior approval of the employee's supervisor.

c. Unused holiday hours for a given year may be carried over once to the following year but must be used by December 31st of the following year or lost. The City Manager may approve additional carryover upon written request from the employee, with the approval of the department head.

d. Employees separating from the City who have taken credited but unearned holiday hours are responsible for reimbursing the City for the time taken at the rate of pay in effect on the date the time was taken. Whenever possible, the City will make the appropriate deduction from the employee's final paycheck.

e. Earned holiday hours remaining in the employee's bank which were for holidays occurring prior to the separation will be paid to the employee at the employee's current rate of pay.

C. Sick Leave and Long Term Disability

1. **Effective January 1, 2009, of each succeeding calendar year, eighty (80) paid sick leave hours shall be made available to every regular full-time employee for absence due to illness or injury not arising out of or during the course and scope of employment. Part-time employees regularly scheduled to work 20 hours or more per week shall be provided a prorata share of sick leave provided to full-time employees, based on the number of hours worked on a regular basis.**

2. In the event an employee does not use the maximum days allowed during a calendar year, the unused portion shall be credited to the employee for future use. Effective January 1, 2007, such accumulation shall not exceed 960 hours.

3. On January 1 of each year, the sick leave accumulated from the previous years, plus the current year's sick leave allowance, based upon the schedule in paragraph "1" above, shall be credited to the employee.

4. Persons employed on January 1, 1978, were entitled to reserve sick leave under a previous sick leave plan. Such reserve sick leave, as had been calculated and credited to said

employees, shall be used only in increments of 10 days or more, and satisfactory evidence of the illness or injury must be presented before those benefits shall apply. The employee will be responsible for designating the use of this reserve.

5. The City will define and provide basic long-term disability (LTD) coverage for employees. The City and employee will jointly contribute to the cost of the basic plan.

6. Effective August 1, 1993, the City will make available supplemental LTD coverage, which employees may purchase at their expense.

7. Participation in both the basic and supplemental LTD plans is optional for employees.

D. Bereavement

Regular full-time employees absent for leave due to bereavement at the time of death of a relative (spouse, child, parent, brother, sister, domestic partner, grandchild or parents or spouse) may receive regular compensation for a maximum of 3 days. Three working days is defined as days in which the aggregate time off does not exceed 24 hours, or the equivalent. Part-time employees working 20 hours or more per week on a regular basis may receive one-half the benefit leave provided to full-time employees. Under special circumstances, the department head may authorize bereavement time to an employee upon the death of an individual who is not a relative as herein defined. Regular full-time employees on a 9/80 schedule may receive regular compensation for a maximum of 3 days, not to exceed an aggregate of 27 hours. Part-time employees regularly scheduled to work 20 or more hours per week and affected by a 9/80 schedule shall be allowed up to 1-1/2 days, not to exceed a maximum of 13-1/2 hours for bereavement leave.

E. Workers' Compensation Leave

1. Any employee incapacitated by reason of an injury or illness arising out of or during the course and scope of employment shall receive the benefits awarded under the Workers' Compensation Laws of the State of California.

2. Additionally, such employees may be eligible for supplemental Workers' Compensation payments, which, when added to the benefits awarded under California Workers' Compensation Laws, will result in payment to the employee of a sum equal to his/her regular net compensation. Regular net compensation is the base hourly rate at which the employee is being paid on the date of the commencement of the job-related illness or injury, less the amount of state and federal taxes.

3. Eligibility for Workers' Compensation supplemental payments (hereinafter referred to as the "supplement" or "supplemental pay") as defined in the foregoing paragraph is subject to the following conditions:

a. Claims denied by the City via the Workers' Compensation claims

process are not eligible for the supplement.

b. Employees shall not be eligible for more than a cumulative total of 21 months of supplemental pay during their continuous employment with the city.

c. Claims relating to a disciplinary action against an employee, the commencement of which the employee has been informed, are not eligible for the supplement. Disciplinary action is defined as including only the following: oral and written warnings, suspension, demotion and termination. In the event the applicable disciplinary action is resolved in favor of the employee and the employee is exonerated from any culpability, the supplement would be paid retroactively.

d. If and when the City's physician determines that only a portion of an injury is work-related, payment of the supplement will be prorated by the percent of the injury determined to be work-related. Sick leave may be used for any portion of the injury determined to be non-work-related.

4. Workers' Compensation supplemental payments shall commence with the first day of the approved absence and continue until the termination of the temporary disability, or the termination of the approved absence, or for a maximum of six months for the same work-incurred injury, whichever occurs first.

5. The City expects that employees on Workers' Compensation leave will demonstrate full cooperation and participation in their treatment as provided by the physician to promote a cure or relief from the effects of the injury. The City retains the right to terminate the supplement at any time if such cooperation and participation is not demonstrated.

6. If an employee on Workers' Compensation leave returns to work before having received the supplement for six months, and the same injury recurs, or further treatment is required in connection with the same injury necessitating further leave, the employee may be eligible for additional supplemental pay, not to exceed a cumulative total of six months for the same injury. The City may require an interim review on such an extended leave.

F. Military Leave

Military Leave of absence may be granted for the duration of a war or national emergency or as required by the Military and Veterans Code.

Notwithstanding the above, the City shall provide a salary subsidy and benefits continuation as specified below for employees who are involuntarily called to active duty as a result of the Desert Storm Operation:

1. The City shall provide a salary subsidy to supplement the employee's military pay, the total of which shall not exceed the amount of gross salary earned at the time the employee is activated. The subsidy will commence after the 30 days state- mandated full-salary provision is exhausted, and will continue until the employee is released from active military duty, but not to exceed a period of five months.

2. The City shall provide continued health and dental contributions for employee and dependent coverage, provided that the employees and/or dependents are enrolled for those benefits at the time the employee is involuntarily called to active duty. This continued benefit would begin after the 30 days state- mandated benefits expire, and will continue until the employee is released from active military duty, but not to exceed a period of five months. The continued health and dental premium contribution shall be equal to the same amount of City contribution authorized for the employee's classification, but not to exceed the applicable premium rate for health and dental premiums.

G. Reduced Work Week

Notwithstanding any other provision of this Salary Resolution, employees holding a full-time 40-hour per week position who, with the approval of the department head, elect to work a work week of 30 hours or more for a minimum of 6 months, shall receive full allowance for pay for time not worked and other employee benefits, except for retirement benefits, as if they worked a full-time 40-hour week. During such periods, the employee's retirement benefits and direct pay will be based on the number of hours in their reduced work week.

H. Witness Leave

A regular full-time employee who is subpoenaed or required to appear in court as a witness shall be deemed to be on a leave of absence. With approval of the appointing power and City Manager, the employee shall be granted leave with pay during the required absence. The employee shall remit to the City all fees received except mileage.

Witness leave shall not be granted for time spent on cases in which the employee is party to the action.

I. Salary and Benefits Retention

The City Manager may approve freezing the salary and benefits rates for regular employees who are adversely impacted by organizational changes and/or involuntary classification changes.

J. Maternity Leave

For regular full time employees, the City will provide an unpaid maternity leave of absence for up to six months, or a combination of unpaid leave for a maximum of six months combined with a reduced work week schedule of at least 20 hours or more per week. The total combination of unpaid leave plus the reduced work week schedule shall not exceed a total of nine months.

In addition, while the employee under this policy is on an unpaid leave of absence or reduced work week schedule, the City will continue providing health and dental contributions to the employee as if the employee is on a regular full time paid status.

3.30.02 - OTHER EMPLOYEE BENEFITS

I. INSURANCE

A. Life Insurance

Effective April 13, 2009, the City will provide life insurance coverage in the amount of $25,000 for each employee who regularly works 30 or more hours per week.

B. Dental Care Program

The City will contribute 100% of the employee's premium plus up to $20.00 per month for dependent premium for employees who regularly work 30 or more hours per week, towards a dental care program as provided by the City of Pasadena.

C. Health Insurance/Employee Option Benefit Fund

The City will contribute the monthly PERS required contribution towards the premium for health insurance provided under the Public Employees Retirement System Medical Program (PERS) Medical Program to eligible employees who enroll in the PERS Medical Program.

In addition to the monthly PERS required health insurance contribution, effective October 1, 2008, the City shall contribute to employees who are regularly scheduled to work 30 hours or more per week an additional $934.18 per month towards an Employee Option Benefit Fund, which may be used by the employees at their option to pay on the balance of their health insurance premium or to allocate to the employee's individual deferred compensation account. Effective January 1, 2009, and thereafter, the City's contribution to EOBF will be increased by 75% of the average dollar increase in the family rates of the health plans offered by the City.

D. Workers' Compensation

Workers' Compensation Insurance premiums shall be the responsibility of the City of Pasadena in accordance with the benefit schedule and ratings under California State law and resolutions and ordinances of the City of Pasadena.

II. INDIVIDUAL EMPLOYEE COSTS

A. Tuition Reimbursement

Effective July 1, 2009, regular employees attending an accredited educational institution may apply for tuition reimbursement consistent with the Tuition Reimbursement policy and procedures contained in the Manual of Personnel Rules, Practices and Procedures. Reimbursement shall be limited to tuition expenses for pre-

approved coursework not to exceed $1000 per fiscal year. Successful completion of the coursework with a passing grade is required for reimbursement.

B. Mileage Reimbursement

The City will provide reimbursement to the employee for use of his/her personal vehicle for authorized work related travel. Such reimbursement shall be equal to the rate allowed for tax deduction by the federal IRS for unreimbursed employee business expenses for the applicable calendar year.

C. Transportation Demand Management Program

Employees shall comply with the provisions of the City of Pasadena Employee Transportation Demand Management Program, as adopted by the Board of Directors on Oct. 19, 1992.

1. A clean air (trip reduction/parking) fee as follows:

a. Employees who are regularly assigned to work four or more workdays per week and who commute to and from work as solo-drivers three or more workdays per week will pay $35 per month.

b. Employees who are regularly assigned to work three or fewer workdays per week and who commute to and from work as solo-drivers two or more workdays per week will pay $17.50 per month.

c. Employees who use fleet vehicles to solo-drive to and from work will pay the clean air fee as listed above.

2. Incentives may be included in the program, such as bus passes, ride-matching, and preferential parking for car/vanpoolers where available.

III. RETIREMENT

A. Retirement benefits shall be provided as currently specified under the City of Pasadena's Contract with the Public Employees Retirement System.

B. Effective July 1, 1984, the City shall implement a separate retirement plan with the PERS for all prospective employees holding classifications included in Exhibit 3.30. The separate retirement plan shall provide for a modified benefit level as follows:

1. Elimination of military buyback provision.

2. Elimination of the Post-Retirement Survivor's Allowance.
3. Final compensation based on the three highest years of work.

4. Credit for Unused Sick Leave (GC 20965) is effective January 8, 2007.

5. Military Service Credit Buy Back (§21024) is effective January 8, 2007.

6. Pre-Retirement Optional Settlement 2 Death Benefit (§21548) is effective January 8, 2007.

7. Fourth Level of 1959 Survivor Benefits (§21574) is effective January 8, 2007.

3.30.03 - POLICIES AND PROCEDURES

I. PAYROLL

A. Pay Increases Within the Range

Employees hired or promoted below the maximum of a pay range are eligible for a pay increase up to the maximum of the pay range based on satisfactory job performance. Employees shall be reviewed at least at the following time intervals:

6 months after appointment or promotion

12 months after appointment or promotion

Every year thereafter

B. When employees are promoted from employment in one classification to employment in a classification allocated to a higher salary schedule, they shall receive an increase in salary as determined by the department head or designee, not to exceed the maximum of the higher salary schedule.

C. Temporary Assignment

When an employee is assigned on a temporary basis to the duties of an unfilled position, and such employee assumes the full duties and responsibilities of that position for a minimum of five (5) consecutive days, such employee shall be compensated from the first day of the consecutive temporary appointment at a rate of pay determined by the department head or designee, not to exceed the maximum of the classification to which assigned.

When there is a current eligibility list, an employee will be selected from that list whenever possible.

II. DISCIPLINE

The City may take disciplinary action for cause. Disciplinary actions shall include only the following: oral and written warnings, suspension, demotion and termination.

III. GRIEVANCE

A. Definition

1. Grievance--a dispute between an employee or employees and the employer regarding an interpretation or application of the rules and regulations governing conditions of employment.

2. Employee--within the context of this policy statement, refers to a full-time, regular

employee who has initiated a grievance.

B. Guidelines

1. An employee may file a grievance without jeopardizing the employee's employment. A grievance shall not be filed to establish new rules and regulations, change prevailing ordinances or resolutions, nor circumvent existing avenues of relief where appeal procedures have been prescribed.

2. An employee may select one of the following methods of representation. To most effectively utilize the grievance procedure, the method selected should generally be used throughout the processing of the grievance. The employee may:

a. Be self represented
b. Be represented by another person

3. Once a grievance is presented and formal notification has been given to the department that the employee will be represented by another person in the grievance proceedings, then that representative shall be governed by this policy.

The representative shall be entitled to:

a. Notification of the time and place of the grievance proceedings and the opportunity to be present at such proceedings.
b. A copy of any written decisions or communications to the employee concerning the grievance proceedings.

4. A grievance may be initiated only by the employee concerned, except as otherwise provided herein.

5. An earnest and sincere effort shall be made by all parties to cooperate in the prompt resolution of a grievance in an amicable manner. The time limits may be extended when mutually agreed upon in writing between the appropriate parties. If the employee, or the employee's representative, fails to proceed with the grievance within any of the time limits specified herein, the grievance shall be considered settled on the basis of the last decision rendered.

6. This is the sole and exclusive method for resolving grievances.

C. Grievance Procedure

1. Step 1 (Supervisor)
The employee shall orally present the grievance to the immediate supervisor within ten (10) working days following the event or events upon which the grievance is based. If the employee elects to be represented (per "Guidelines, Para. 2") upon notification to the immediate

supervisor, the employee may be assisted by a representative in presenting the grievance.

The immediate supervisor shall make whatever investigation deemed necessary and may arrange a meeting with the employee to discuss the grievance and, if possible, resolve it. In any event, the supervisor shall give an answer to the employee within ten (10) working days following the oral presentation of the grievance. If the employee has requested to be represented, the representative shall be given the opportunity to attend the meeting, and shall be informed of the immediate supervisor's decision on the grievance.

If the employee is not satisfied with the decision of the immediate supervisor, upon indicating the specific areas of disagreement, appeal to Step 2 can be made.

2. Step 2 (Department Head/Human Resources)

If the employee desires to appeal the grievance to Step 2, there shall be submitted in writing the specific grievance and areas of disagreement on forms provided, to the department head, within five (5) working days following receipt of the immediate supervisor's decision at Step 1. If the employee has elected to be represented, assistance by the representative can be utilized in appealing the grievance.

The written grievance must contain a complete statement of the complaint, the facts upon which it is based, the employee's reasons for the appeal, and the remedy being requested. The grievance form shall be signed and dated by the employee.

The department head and the Director of Human Resources, or their designated representatives, shall attempt to resolve the grievance and shall arrange a meeting with the employee and appropriate representative. A decision, in writing, shall be given to the employee within ten (10) working days following the receipt of the written appeal or conclusion of the appeal meeting, whichever is later.

If the employee is not satisfied with the Step 2 decision, upon indicating areas of specific disagreement, appeal of the grievance to Step 3 for resolution may be made.

3. Step 3 (Advisory Arbitration)

If the grievance has been properly processed and is not satisfactorily resolved at Step 2, the employee or the employer may appeal the grievance to Step 3. The appeal shall be in writing; shall be signed by the employee, or by the appropriate representative of the City, and shall be submitted to the other party within fourteen (14) calendar days of the written decision at Step 2.

If the employee is being represented, the employee may be assisted by a representative in the appeal.

Within five (5) working days after receiving the notice to appeal a grievance to Step 3, a

meeting shall be arranged between the employee and the Director of Human Resources, or their representatives to prepare a joint written statement of issue, or issues, to be presented at arbitration. In the event the parties are unable to agree upon the issue, or issues, to be presented at arbitration, each party will prepare its statement of the issue, or issues, and jointly submit their statements to the arbiter. The arbiter shall, at the beginning of the hearing referred to below, state his/her opinion as to what the issue, or issues are.

The parties shall request the American Arbitration Association to submit a list of seven (7) persons qualified to act as arbiters. Attached to such request shall be the joint statement of the issue, or issues to be presented, or separate statements, if applicable.

Within five (5) working days following receipt of the list of arbiters, the parties shall meet to select the arbiter. The parties shall alternately strike one name from the list of arbiters (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the arbiter.

The arbiter shall hold a hearing on the issue, or issues submitted. The arbiter shall not hear witnesses without the presence of both parties. The arbiter shall render a written opinion within 30 days following the closing of the hearing unless the period has been mutually extended in writing. The opinion shall be advisory only, shall not be binding on either party, and shall be limited to the issue, or issues, presented to the arbiter. The opinion shall be sent to the Municipal Employee Relations Officer, with a copy to the employee.

Within fifteen (15) calendar days following receipt of the advisory opinion, the Municipal Employee Relations Officer shall advise the employee by letter whether or not he/she intends to take any further action regarding the issue, or issues, referred to in the arbiter's advisory opinion. A copy of the Municipal Employee Relations Officer's letter will be sent to the employee.

Each of the parties involved shall contribute equally to the cost of facilities, fees and expense of the arbiter, including transcripts required -- which shall be determined in advance of the hearing. Each party shall bear its own witness and attorney.

IV. LAYOFF

The layoff provisions covering Confidential Clerical employees shall be the same as that which covers employees represented by the Pasadena Association of Clerical and Technical Employees. **Layoff is defined as any involuntary separation wherein the City eliminates a job without prejudice to the incumbent. Layoff shall result only from a change in the status of a position.**

These Layoff provisions do not apply to employees in grant funded and/or limited term classifications.

Administrative Reassignment

1. After exhausting the layoff provisions set forth above, if a regular status employee is subject to involuntary layoff or displacement, the City Manager, in consultation with the Director of Human Resources, may reassign the impacted employee to a vacant position in a classification other than his/her own, based on the employee's knowledge, skills, abilities and work performance. Such reassignment shall be temporary and shall not exceed one year.

2. In all cases of administrative reassignment, whether to a lower, higher, or equivalent level classification, employees must take a qualifying examination to be eligible for regular status in the classification. This examination may be non-competitive, and shall occur no less than three months and no more than one year from the beginning of the administrative reassignment. When the employee is satisfactorily performing the full duties and responsibilities of the reassigned position and has qualified for the classification based on examination, he/she may be formally appointed to the position.

3. Employees who are administratively reassigned will serve the normal probationary period for the classification in which they are placed, beginning with the date the administrative reassignment becomes effective. If formal appointment is not achieved within one year form the date of reassignment, the employee may be laid off or separated from City employment. Such employee may exercise all options and rights applicable to the classification from which previously laid off or displaced.

4. If the reassignment is to a classification with an equivalent or higher maximum salary, the employee will retain his/her present classification, salary and benefits until he/she has qualified based upon examination. If the reassignment is to a classification with a lower maximum salary, the employee will assume the new classification title and corresponding benefits. The employee's salary shall not exceed the maximum allowable in the classification to which reassigned. At the time an employee is formally appointed to a higher classification through the examination process, his/her salary and benefits may be adjusted as appropriate to the new classification.

V. WORK HOURS

A. Work schedules are defined as an employee's regularly assigned hours of the day and days per week.

B. Forty-hour-a-week employees are entitled to paid leave benefits based on an eight-hour day regardless of their work schedule, except that such employees on a 9/80 schedule are entitled to paid holiday and bereavement leave based on the number of regular hours scheduled for the day on which the leave falls.

VI. REPORTING FOR DUTY

Except in case of disability or unforeseen emergency, employees shall report for duty on each of their scheduled working days unless permission not to report has been previously approved by

the immediate supervisor. In case of disability or unforeseen emergency, employees shall make every reasonable effort to notify their immediate supervisor as early as possible of their inability to report for duty. Failure to do so may result in disciplinary action.

VII. PERSONNEL FILE

Employees shall be entitled to review the contents of their personnel file in the Human Resources Department at reasonable intervals. Such review shall be permitted upon request, only during hours when the Human Resources Department is regularly open for business and within three (3) days of the request, except when an employee is assigned to a remote area. No materials which may be the basis for future disciplinary actions shall be placed in an employee's personnel file until the employee has had an opportunity to discuss with the supervisor such material. An employee shall be supplied with a copy of said material.

VIII. SAFETY

It shall be the responsibility of the City to administer the Safety Program and to make every reasonable effort that Safety Rules are carried out by all employees. It shall be the responsibility of the employees to make every reasonable effort to ensure that they act in a safe manner.

Should a dispute arise over the application or interpretation of a Safety Rule, such dispute shall be resolved by use of the Grievance Procedure.

IX. SICK LEAVE

The Sick Leave provisions may apply under the following:

- Personal illness or injury to the employee

- Attendance to an immediate member of the family who is seriously ill and requires the employee's presence, provided that such absence shall not exceed three working days. Immediate family means spouse, child, parent, brother or sister, or parent of spouse.

1. Definition

Personal illness shall be defined as the necessary absence from duty of an employee because of illness or injury.
Absence authorized for medical or dental examinations shall also be chargeable to personal illness.

2. Procedure for Application

a. Every employee who is unable to report to work at the usual time shall either call, or have someone call, to explain the absence.

b. Department heads shall have the authority to approve "application for payment of wages during absence," for all employees, upon proper verification.

c. Employees requesting payment of wages for four days or longer shall secure and have "application for payment of wages during absence" signed by their personal physician, osteopath, chiropractor, or Christian Science practitioner attending the employee, and present such application to Human Resources before returning to work.

d. An eligible employee, who, while on vacation, has suffered a serious disability in excess of three days due to injury or illness requiring professional medical treatment, and who has been confined to bed or seriously restricted in their mobility by the attending physician, may request, subject to departmental approval and proper verification, that the available sick leave credit be used in substitution for scheduled vacation.

In order to receive this benefit, the employee shall notify the department head immediately of any serious disability or confinement and not wait for return to duty. The department head shall make a determination or investigation based on available information. If the case seems to deserve approval, the department head shall ask the employee for full written information and confirmation and send an "application for payment of wages during absence" form, so the necessary medical report and physician's signature may be obtained before the final decision is made. In lieu of the doctor's signature on the "application for payment of wages during absence," a statement from the doctor on the doctor's letterhead as to the time, treatment, and extent of disability may be used and attached to the above-mentioned form on return. If the department head approves and endorses the request, all appropriate information with the form, "application for payment of wages during absence" shall be sent to the Finance Department.

X. REST PERIODS

1. Every employee shall be provided two 15-minute rest periods per day for each period of not less than three or more than four hours. Employees may leave the job site for a rest period providing that the total time away from the job does not exceed 15 minutes.

2. The time at which such rest periods are taken shall be determined by the department head who will schedule absence from duty so that service to the public is not impaired.

3. Rest periods or coffee breaks may not be accumulated or added to a lunch hour, vacation or to other forms of leave.

XI. JURY LEAVE

In the event a regular full-time employee or part-time employee regularly scheduled to work 20 hours or more per week is to report for jury duty, such employee shall receive paid jury leave at his/her regular rate of pay, to a maximum of ten (10) days.

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