

SECTION 3.20 - MANAGEMENT - PROFESSIONAL

3.20.01 - COMPENSATION

I. DIRECT WAGE PAYMENTS

There hereby is established a management performance based pay plan consisting of a salary range and merit pay and designed to recognize, encourage, and reward excellent performance and cost-effective achievement of results.

In the event one employee is assigned a lead or supervisory role over a group of employees in the same classification, the City Manager may authorize Management Incentive Pay in the amount of 5% of base salary, due to the unique nature of such employee's role. Management Incentive Pay will not be granted to more than one employee in a particular work group. Such additional compensation shall be for duties performed during normal work hours, and shall not be paid as compensation for work performed outside of normal working hours, not shall it be considered as pay for extraordinary performance. Management Incentive Pay shall be considered compensation earnable under the provisions of Section 571 of the California Public Employees' Retirement System Regulations.

**An employee at the control rate for his or her classification may receive Anti-Compaction Pay in the amount necessary to establish a 10% minimum differential above the control rate for an immediate subordinate classification. Such Anti-Compaction Pay shall be calculated as a percentage of base salary, exclusive of assignment, overtime, incentive or other special pay.**

A. Salary

There hereby is established an annual compensation control rate which shall be applied to each classification as indicated in Exhibit 3.20, Management Professional. Upon appointment or promotion, the City Manager shall fix the annual salary rate for the individual and thereafter may adjust said rate. Subsequent annual salary rate shall be based upon demonstrated consistent performance as evidenced by the annual performance planning, review, and evaluation process. Overall managerial behavior must consistently meet expectations for the position, and results and accomplishments be achieved at a proficient level for the individual to be eligible to earn a salary at the control rate level. The rate shall not be less than 20 percent below nor exceed the control rate provided herein.

B. Merit Pay (The provisions of this Subparagraph B are suspended for the period of July 1, 1993, through June 30, 1994).

1. There hereby is established the annual management merit pay. This plan is established for regular full-time and regular part-time employees scheduled to work 20 hours or more on a regular basis and holding classifications in Exhibit 3.20 of Management Professional. The annual merit pay shall be determined by performance appraisal rating and evidence provided, and shall be allocated as follows: Needs Improvement - 0%; Proficient - 0%; Meritorious - 0% or 4%; and Superior - 8% or 12% of the employee's annualized rate of pay for eligible full-time employees and half these amounts for eligible part-time employees. In rare

and unusual circumstances, with the approval of the City Manager and the City Council, merit pay may be approved above 12%. The rate of pay at the time the employee becomes eligible for that year shall be the rate in effect on June 30th of that year.

2. Eligibility will be based on the following management status:

a. Management employees who, prior to July 1 of any year, have completed a probationary period, either initial, promotional, or transfer, in a management classification may be eligible to receive the management merit pay for the prior fiscal year.

b. Management employees who have not completed a probationary period, either initial, promotional, or transfer, in a management classification prior to July 1 of any year may become eligible to receive the management pay for that prior fiscal year upon the completion of their probation, provided that the appointment date occurred before April 1 of the prior fiscal year.

c. Management employees in classifications for which the probation period is normally greater than six months may be eligible as described above upon satisfactory completion of six months of a probationary period, either initial, promotional, or transfer, in such classification.

d. The requirement for completion of a probationary period in a management classification may, in special cases, be waived by the City Manager.

3. The percentage of merit pay, if any, given any individual employee will be based upon highly meritorious or superior performance as determined by at least one level of higher management based upon:

a. Demonstrated managerial behavior which consistently meets or exceeds the expectations for the position; and

b. Demonstrated and documented meritorious or superior contribution in the achievement of planned results and accomplishments for the prior fiscal year.

4. Merit pay, if allotted, may be taken by eligible employees in any of the following methods:

a. Leave with pay to be taken with approval of the City Manager.

b. Executive physical examination to be paid directly to the provider by the City.

c. Payment to be applied to insurance premiums for which employee has authorized payroll deduction. Excess merit pay, if any, to be paid in lump sum at the end of the fiscal year or at termination of the employment.

- d. A lump sum cash payment.
- e. An increase in salary to be prorated over the fiscal year, or remaining portion thereof.

5. The City Manager shall determine the effective date of the merit pay for eligible employees for each fiscal year, and shall establish procedures to evaluate individual performance and to implement the plan.

C. Retirement Contribution

1. The City shall contribute 7% of the miscellaneous employee's cost towards retirement.

2. 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.

3. 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 C2) shall be in the form of reimbursement and will be accomplished through after-tax payroll deduction.

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. Effective July 30, 2001, the City shall report the value of employer paid member contributions to PERS as additional compensation.

D. Hours of Work and Overtime

The hours of work shall be those necessary to perform the work assigned to that classification.

1. Employees may be required to work extended hours in excess of their normal working schedule on an occasional basis as part of their regular compensation.

2. In those instances where employees are assigned, with department head approval, to work extended hours on a scheduled basis or emergency basis, the employees may be compensated for overtime by leave of absence with pay at 1-1/2 times the hours of overtime or by pay at the rate of 1-1/2 times the hours of overtime, whichever is in the best interests of the department in the opinion of the department head.

3. 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.

E. Bilingual Incentive Program

Effective December 22, 2008, all regular full-time employees may be eligible to receive bilingual pay of \$75 per month under the established guidelines in the Bilingual Incentive Program provisions of the City's Manual of Personnel Rules, Practices and Procedures.

II. PAY FOR TIME NOT WORKED

A. Vacation

Vacation 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.

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 the 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 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. Date of Hire 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 a prorata share of vacation provided full-time employees, based on the number of hours worked on a regular basis.

<u>Working Schedule</u> <u>(Hours per Week)</u>	<u>Maximum Hours Vacation</u>	
	<u>Per 6 mos.</u>	<u>Per Year</u>
40	40	80

b. In addition to item 3-a above, the City Manager, City Attorney or City Clerk may authorize up to 40 hours of vacation per year on an individual basis for newly hired employees, but not to exceed the vacation allocation received in the employee's prior employment.

c. 5 years or more

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

<u>Upon completion of</u>	<u>No. of additional hours</u>
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; 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. For employees assigned to a continuous operation who work without regard to holidays, the third Monday in January will be observed as a floating 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. 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 appropriate premium pay for such 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 a 9 hours for each holiday that falls on a 9-hour work day, and 8 hours of paid leave for all other holidays.

4. Part-time employees regularly scheduled to work 20 hours or more per week shall be allowed holiday leave on a pro-rata basis. That is, employees working twenty-five (25) hours per week would be allowed holiday leave at 62.5% of the rate of a full-time employee. Employees working thirty (30) hours per week would accrue leave at 75% of the rate of a full-time employee. Part-time employees regularly scheduled to work 20 hours or more per week and affected by a 9/80 schedule shall receive paid leave on a pro-rata basis for all holidays.

5. 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 8 hours per holiday.

- 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. Unused holiday hours for a given year may be carried over to the following year to a maximum of fifty-four (54) hours, but must be then used or lost. The City Manager may approve additional carryover upon written request from the employee, with the approval of the department head.

f. 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. From the date of hire and on January 1 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. Such accumulation shall not exceed 120 days.

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 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. At its own expense, the City will provide basic long-term disability (LTD) coverage for employees.

6. The City will make available supplemental LTD coverage, which employees may purchase at their expense.

D. Bereavement

Regular full-time employees absent for leave due to bereavement 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 3 times the employee's regularly scheduled daily work hours. Part-time employees working one-half time or more per week on a regular basis may receive a prorata share of the benefit leave provided to full-time employees.

E. Workers' Compensation Leave

1. Job-Related Injury or Illness - 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. 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.

c. 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. Witness Leave

An 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.

G. 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.

H. 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.

I. Salary and Benefits Retention

The City Manager may approve freezing the salary and benefits rates, excluding management performance-based pay, for regular employees who are adversely impacted by organizational changes and/or involuntary classification changes.

J. Jury Duty Leave

When a regular employee is called to serve on jury duty by any court, tribunal or commission authorized to compel the attendance of such person for jury duty, the employee shall be paid his/her regular compensation and benefits during the time of service required. The employee shall pay over to the City any and all fees received for such service, except those fees allowed for mileage.

K. 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.

L. Management Leave

Regular full time employees whose positions are exempt from FLSA shall be entitled to a minimum of four days of management leave per calendar year. Regular full time employees whose positions are covered by FLSA shall be entitled to a minimum of one day of management leave per calendar year. Part time employees regularly scheduled to work 20 hours

or more per week shall be entitled to a prorata share of the management leave provided to the full time employees, based on the number of hours worked on a regular basis.

### 3.20.02 - OTHER EMPLOYEE BENEFITS

#### I. INSURANCE

##### A. Life Insurance

The City will provide life insurance and accidental death and dismemberment coverage for each employee in the amount of \$25,000.

##### B. Dental Care Program

Effective December 22, 2008, the City will contribute 100% of the employee's premium plus up to \$80.00 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 (EOBF)

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 \$16 per month health insurance contribution, effective May 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.

The Employee Option Benefit Fund contribution in effect January 1, 2006, shall remain at the same amount until such time as the premium of the least expensive family plan offered by the City to its employees exceeds the City's EOBF contribution, plus the City's payment towards the health insurance administration fee provided for elsewhere in the Salary Resolution. Thereafter, the City's EOBF contribution will be increased by an amount equal to 75% of the average dollar increase in the premiums for the plans offered.

##### 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

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 \$750 in any 12 month period. Successful completion of the coursework with a passing grade is required for reimbursement.

Effective December 22, 2008, tuition reimbursement shall be \$1000 in any 12 month period.

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. Car Allowance

A car allowance as authorized by the City Manager on an individual basis in an amount not to exceed \$188 per month, on recommendation of the department head except that car allowances for employees reporting to the City Attorney, City Clerk or City Prosecutor shall be authorized by such officers.

Effective December 22, 2008, Car allowance shall be increased to an amount not to exceed \$275 per month.

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

E. Personal Development Allowance

Regular full time employees shall be eligible for a personal development allowance of \$500, except that employees classified as Deputy City Attorney shall be eligible for \$1000 per year. Part time employees regularly scheduled to work 20 hours or more per week shall be eligible for a prorata share provided full time employees, based on the number of hours worked on a regular basis. For Professional managers, the department head may approve eligible expenses which contribute to the personal development of the individual manager and/or enhance knowledge in the field of work or profession. Eligible expenses shall include one or more of the following: Membership in community, civic or professional organizations; professional conferences or training workshops not budgeted; job related personal expenses related to civic and community activities, including testimonials; educational tuition reimbursement of specialized programs or as a supplement to the City's tuition reimbursement program; subscriptions to professional and educational journals and publications not budgeted; membership to health and physical fitness facilities; annual medical examination; and computer or other specialized equipment (for home which is compatible with City equipment). The personal development allowance shall not be accumulated or carried forward beyond the fiscal year.

III. RETIREMENT

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

The City shall implement a separate retirement plan with the PERS for all prospective employees hired after July 1, 1984. The new retirement plan shall provide for a modified benefit level as follows:

1. Final compensation based on the average of the three highest years of work.
2. Elimination of military buyback provision.
3. Elimination of the post-retirement survivor's allowance.
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.

### 3.20.03 - POLICIES AND PROCEDURES

#### I. LAYOFF

- A. The City Manager shall have the authority to accomplish a reduction in force.
- B. The retention of management employees within an affected department, or appropriate subdivision thereof, shall be based on:
1. The needs of the department for retained skills and capabilities;
  2. The demonstrated capability of each employee to contribute to the department's effectiveness, as may be evidenced by performance evaluations and other supervisory evaluations of job performance.
- C. A management employee to be laid off shall be given written notice thereof at least two weeks before the effective date of layoff. The department head may relieve the employee of further duties at any time after the notice is given. However, the employee shall receive full pay for any remaining portion of the two week notification period.
- D. Employees who may be laid off shall be certified to available vacancies for which they qualify.
- E. At the time of layoff, management employees may request to be placed on a Reemployment List for 12 months provided their performance evaluation is rated "Proficient" or better, and shall be certified to vacant City positions within their job classification or job description series, if qualified. If the vacant position occurs in the department from which the employee was laid off, reappointment shall be made.
- F. Employees who are laid off may remain in a lay-off status for a maximum of 12 months and the following provisions shall apply:
1. Employees will not continue to accumulate any longevity-based benefit during the period that they are laid off, but will retain any benefits accumulated to the date of layoff.
  2. Employee retirement and insurance benefits shall cease at the time of, and will not be paid during a layoff period.
  3. If employees are reinstated, all rights and benefits will be restored as a regular employee from the date of first appointment within the period of the most recent continuous service, with an appropriate adjustment for the time that was not actually worked on the job.
  4. Laid-off employees will have the option of receiving payment for any



accumulated vacation at any time during the layoff period.

5. Laid-off employees who are not recalled within the 12-month period will be completely separated from the City service and will automatically receive payment for any accumulated vacation which has not been previously claimed.

6. Employees laid off pursuant to this Section shall be entitled to one month's compensation for each year of City service not to exceed six (6) months pay. These payments shall be made on a monthly basis and shall end if the employee is re-employed by the City.

## II. ADMINISTRATIVE REASSIGNMENT

A. 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.

B. 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.

C. 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 from 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.

D. 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.

## III. DISCIPLINE

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

#### IV. 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.

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 (City Manager)

If the grievance has been properly processed and is not satisfactorily resolved at Step 2, the employee 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 to the City Manager or his designated representative. In the event the parties are unable to agree upon the issue, or issues, to be presented each party will prepare its statement of the issue, or issues, and jointly submit their statements to the City Manager or his representative. The City Manager or his representative shall, at the beginning of the hearing referred to below, state his/her opinion as to what the issue, or issues are.

The City Manager or the designated representative shall hold a hearing on the issue, or issues submitted, shall not hear witnesses without the presence of both parties, and shall render a written opinion within 30 days following the closing of the hearing unless the period has been mutually extended in writing.

V. 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 Risk Management 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 based on available information. 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.

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