CITY OF PASADENA

NON-REPRESENTED MANAGEMENT SALARY RESOLUTION

SECTION 3.10.01 – NON-REPRESENTED MANAGEMENT

3.10.01 - 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.

The City Manager, City Attorney, and City Clerk may enter into at-will employment agreements with deputy department directors or other top level managers who are functionally equivalent to the deputy director or top level manager on terms consistent with their employment classification.

a. Management Incentive Pay: 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, nor 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.

b. Anti-Compaction Pay: 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 3.10, Non-Represented Management Salary Schedule. 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 25 percent below nor exceed the control rate provided here.

B. Merit Pay

(The provisions of this Subparagraph B as described in the Manual of Personnel Rules, Practices and Procedures is suspended as of July 1, 1993).

C. Hours of Work and Overtime

TOP MANAGEMENT

Hours of work shall be whatever is needed to successfully accomplish the operations of the department.

MIDDLE AND PROFESSIONAL MANAGEMENT

The hours of work shall be those necessary to perform the work assigned and the requirements of the 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 exempt employees are assigned, with department head approval, to work extended hours on an emergency basis or extraordinary event as designated by the City Manager, the employees may 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.

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.

D. Post Certificate Pay

TOP MANAGEMENT

Employees who are classified as Deputy Police Chief or Police Commander who possess a POST Management Certificate shall receive additional compensation of $1,000 per month. Employees in the classification of Deputy Police Chief or Police Commander who possess a POST Supervisory Certificate shall receive Certificate

Pay at the level provided to employees in the classification of Police Sergeant.

MIDDLE MANAGEMENT

Employees who are classified as Police Lieutenant or Police Captain who possess a POST Management Certificate shall receive additional compensation of $1,000 per month.

Employees who are promoted to Police Lieutenant or Police Captain who possess a POST Supervisory Certificate shall continue to receive Certificate Pay for the Supervisory Certificate at the level provided to employees in the classification of Police Sergeant.

E. Special Assignment Pay

TOP MANAGEMENT

The rate of pay for all Special Assignments for Police Commander and Deputy Police Chief shall remain equal to that paid to members of the Pasadena Police Officers and Pasadena Police Sergeants.

MIDDLE MANAGEMENT

Motorcycle Pay - Employees classified as Police Lieutenant shall receive $250 per month additional compensation when assigned to motorcycle duty.

Helicopter Pilot Pay - Employees classified as Police Captain or Police Lieutenant shall receive $650 per month additional compensation when assigned to helicopter pilot duty.

Special Enforcement Section Pay – An employee classified as Police Lieutenant assigned to the Special Enforcement Section (SES) shall receive additional compensation of $150 per month; or $250 per month if he or she is also SWAT-Certified.

Criminal Investigations Division –Employees classified as Police Lieutenant shall receive $250 per month additional compensation when assigned to the Criminal Investigations Division.
The rate of pay for all Special Assignments for Police Lieutenant and Police Captain shall remain equal to that paid to members of the Pasadena Police Officers and Pasadena Police Sergeants.

F. EMT Bonus

Employees in the classification of Deputy Fire Chief shall be eligible to receive additional compensation in the form of EMT-D Bonus in the manner and amount as is provided to employees in the classification of Fire Battalion Chief.

G. Differential Pay

Employees in the classification of Deputy Fire Chief shall be eligible to receive additional compensation in the form of Differential Pay in the manner and amount as is provided to employees in the classification of Fire Battalion Chief.

H. Bilingual Incentive Program

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. Regular employees meeting the eligibility criteria and designated by their departments, who are assigned to work at least 20 hours but less than 40 hours per week, shall receive a pro-rata share based on the number of hours worked.

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. In such event, the City Manager may authorize pay in lieu of vacation, or allow accumulation of more than the allowed vacation periods.

1. Vacation Period and Carry-over

a. Employees may accrue up to a maximum of three (3) vacation periods, including carryover vacation hours from previous calendar years. A "vacation period" is defined as the maximum amount of vacation provided in any calendar year.

b. On January 1 of each year, the provided vacation carried over by each employee, plus the current year's provided vacation allowance, is credited to the employee. At date of hire new employees will be provided a pro-rata share of vacation. At any time during the calendar year the employee may use the credited vacation, provided, however, all vacation shall be taken at such times as shall be approved by the department head.

Employees who reach a maximum accrual of three (3) vacation periods will cease to accrue additional vacation hours until the

employee's accrued vacation balance falls below the maximum accruable amount of vacation hours. The employee will then begin to accrue vacation hours up to the maximum allowable amount. Any vacation hours which an employee does not receive because the employee has reached the maximum accruable amount of vacation hours will not be credited to the employee.

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 has 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 pro-rata 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 pro-rata share of vacation provided full-time employees, based on the number of hours worked on a regular basis.

Working Schedule (Hours per Week)	Maximum Per 6 mos.	Hours Vacation Per Year
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 pro-rata vacation time, 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.

d. Employees holding the classification of Deputy Fire Chief shall earn vacation benefits in accordance with the following schedule:

Upon completion of	Annual Vacation	Days
6 months of continuous service	3 shifts	6 days
1 - 5 years of continuous service	6 shifts	12 days
6 years of continuous service	6 1/2 shifts	13 days
7 years of continuous service	7 shifts	14 days
8 years of continuous service	7 1/2 shifts	15 days
9 years of continuous service	8 shifts	16 days
10 -15 years of continuous service	8 1/2 shifts	17 days
16 years of continuous service	9 shifts	18 days
17 years of continuous service	9 1/2 shifts	19 days
18 years of continuous service	10 shifts	20 days
19 years of continuous service	10 1/2 shifts	21 days
20 years of continuous service	11 shifts	22 days

Shift employees shall use the shift column while all other covered employees shall use the days column.

4. Vacation Cash Out

Top Management employees holding the classifications of Police Commander and Deputy Police Chief and Middle Management employees holding the classification of Police Lieutenant will be eligible to cash out up to 70 hours in accrued vacation time per year, and up to 120 hours in the final year of employment. Payment for such hours shall be made at the employee's current regular hourly rate of pay.

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 who are assigned to a continuous operation who work without regard to holidays, the third Monday in January will be observed as a floating holiday.

   In lieu of Admissions Day, September 9, one floating holiday shall be provided to each employee at the rate of eight (8) hours if September 9 falls on an 8 hour work day, or nine (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 eight (8) hours for each holiday. Regular full-time employees on a 9/80 schedule shall be allowed a paid leave of absence of nine (9) hours for each holiday that falls on a 9-hour work day, and eight (8) hours of paid leave for all other holidays.

   Middle and Professional Management: 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 time and one-half 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.

4. Part-time employees regularly scheduled to work 20 hours or more per week shall be allowed holiday leave on a pro-rata basis.

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 eight (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

1. The Sick Leave provision may apply under the following:

a. Personal illness or injury to the employee

b. 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 one half of the employee’s annually earned sick leave. Immediate family means spouse, child, parent, grandparent, brother or sister, parent of spouse or domestic partner.

2. 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.

3. 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. 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.

4. Sick Leave Accrual

a. On January 1 of each calendar year, eighty (80) paid sick leave hours are 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. At date of hire new employees will be provided a pro-rata share of sick leave. Part-time employees regularly scheduled to work 20 hours or more per week shall be provided a pro-rata share of sick leave provided to full-time employees, based on the number of hours worked on a regular basis.

b. 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 1,200 hours which may be converted at retirement to the PERS credit for unused sick leave benefit.

c. 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 employee, 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.

D. Bereavement

Regular full-time employees absent for leave due to bereavement at the time of death of an immediate family member (spouse, child, parent, grandparent, brother, sister, parent of spouse, or domestic partner) may receive regular compensation for a maximum of three (3) working days. Three working days shall be defined as three regular work days under the employee's regular work schedule. Part-time employees regularly scheduled to work one-half time or more per week may receive a pro-rata share of the benefit leave provided full-time employees. Under special circumstances, the City Manager may authorize bereavement leave for the death of an individual not specified as an employee's immediate family member, as defined herein.

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. 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.

7. Any safety employee incapacitated by reason of an injury or illness arising out of or in the course of his employment shall receive, in lieu of any other compensation herein, a sum which when added to the amount of temporary disability compensation, if any, under the Workers' Compensation Laws of the State of California, will result in payment to the employee a sum equal to their regular compensation which is in effect on the day of the job related illness or injury. Such payment shall commence with the first day of the approved absence and end with the termination of the temporary disability, or the termination of the approved absence, or the expiration of 12 months, whichever occurs first.

   Where the approved absence is of less than 12 months' duration, and illness thereafter recurs or further treatment is necessitated in connection with the same injury or illness, the City Manager may grant additional leave of absence, subject to the limitations provided in the foregoing paragraph, but not to exceed a cumulative total of 12 months. Provided, however, that the subsection shall not apply to any claim denied by the City via the Workers' Compensation claims process.

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 War on Terrorism.

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 twenty-three 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 twenty-three 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 up to maximum of 18 months, shall receive the full allotment of employee leaves 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, provided the employee is enrolled in health and dental medical plans. The Employee Option Benefit Fund (EOBF) is not paid during Maternity Leave, only the premiums for health and dental benefits.

L. Management Leave

Regular full-time employees whose positions are exempt from FLSA shall be entitled to a minimum of four (4) 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.

3.10.02 - 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 $75,000 for Top Management employees; $50,000 for Middle Management employees; $25,000 for Professional Management employees.

B. Dental Care

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)

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

2. In addition to the monthly PERS required health insurance contribution, effective January 1, 2012, the City shall contribute to employees who are regularly scheduled to work 30 hours or more per week an additional $1,120.11 per month towards an Employee Option Benefit Fund (EOBF), 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.

3. Effective January 1, 2013, and January of each year thereafter, the City's contribution to the EOBF for employees with full family coverage shall be an amount that, when combined with the mandated PERS monthly contribution is equal to the premium of the least expensive family health insurance plan offered and available to all City employees. Effective January of each year, the City's contribution to the EOBF for all other employees with health insurance coverage shall not exceed $1120.11 until the premium for the least expensive health insurance plan in each coverage level exceeds the City's contribution to EOBF. Then, the City will contribute an amount that, when combined with the mandated PERS monthly contribution, is equal to the premium of the least expensive health insurance plan offered in that coverage level and available to all City employees. The contribution to employees who elect to "opt out" of the City health plan, shall not exceed $1120.11 per month.

4. Effective November 5, 2012 all newly hired employees, who elect to "opt out" of health insurance coverage shall receive $400 per month in lieu toward deferred compensation contribution.

D. Long Term Disability

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

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

E. 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.

F. Post-Retirement Medical Trust Fund

The City shall contribute 3% of base pay for employees holding the Top Management classifications of Police Commander and Deputy Police Chief and Middle Management classifications of Police Lieutenant and Police Captain for the purpose of establishing a post-retirement medical trust fund. The employees or their trust fund administrators shall be solely responsible for maintaining and allocating funds from the trust fund, and shall indemnify and hold harmless the City from any of its actions or lack of actions in administering this trust fund.

Employees who are members of the Public Safety Employees Benefits Trust and who are promoted to the rank of Police Commander and Deputy Police Chief on or after January 1, 2008, shall remain members in the trust as provided in plan documents.

Funds allocated to the medical trust shall be considered as salary for purposes of compensation comparisons.

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, books, and lab fees, for pre-

approved coursework not to exceed $1,000 per fiscal year. Successful completion of the coursework with a passing grade is required for reimbursement.

B. Car Allowance

A car allowance as authorized by the City Manager shall be paid on an individual basis in an amount not to exceed $300 per month for Top Management and $275 per month for Middle and Professional Management on recommendation of the department head except that car allowances for employees reporting to the City Attorney or City Clerk shall be authorized by such officers.

C. Mileage Reimbursement

For employees who do not receive a car allowance or use of a City vehicle for work, 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.

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 City Council 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.

E. Personal Development Allowance

Regular full-time employees shall be eligible for a personal development allowance as follows: Top Management - $750 per year, except that employees classified as Deputy Police Chief, Police Commander, Chief Assistant City Attorney, Assistant City Attorney and Senior Deputy City Attorney shall be eligible for $1,000 per year; Middle Management - $500 per year, except that employees classified as Police Lieutenants and Police Captains shall be eligible for $625 per year; Professional Management - $500 per year, 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 shall be eligible for a pro-rata share provided to full-time employees, based on the number of hours worked on a regular basis.

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 for 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.

F. Housing Assistance and Relocation

The City Manager may negotiate reimbursements of house hunting and/or relocation expenses with an at-will Top Management employee who is on contract who relocates to Pasadena. This may include per diem allowance and travel costs for house hunting, actual cost of moving belongings, and/or temporary housing assistance not to exceed three months. Such reimbursements shall not exceed reasonable and customary charges, nor exceed a maximum reimbursement of $5,000.

G. Annual Physical Examination

Top Management employees classified as Police Commander and Middle Management employees classified as Police Lieutenant or Police Captain shall be eligible for reimbursement of up to $500 per calendar year for an annual physical examination by a qualified medical physician, and/or Computed Tomography (CT) or Electron Beam Tomography (EBT) scans, as authorized by the City.

H. Uniforms

The City shall provide and maintain uniforms to employees in Middle Management classifications where recommended by the department head and approved by the City Manager. The employee may be required to pay for and replace any uniform lost or stolen which has been assigned to the employee. Rules and regulations for wearing of uniforms shall be set by the operating departments.

III. RETIREMENT

A. Retirement Benefit

1. For miscellaneous employees, retirement benefits shall be provided as currently specified under the City of Pasadena's contract with the Public Employees Retirement System.

2. For safety employees, the retirement provisions shall be in accordance with the existing provisions of the Pasadena City Charter, Article XV, and the provisions of the contract with the Public Employees Retirement System for Police or Fire Safety employees.

3. The City shall pay the miscellaneous employees' 8% member contribution to PERS for the PERS 2.5%@55 retirement benefit. Employee cost sharing shall be in the form of a 3.6% reimbursement and will be accomplished through after-tax payroll deduction. Effective December 31, 2012, miscellaneous employees will pay the full 8% of the member contribution toward the retirement benefit. Miscellaneous member contributions will be deducted from employee compensation on a pre-tax basis.

4. The City shall pay the safety employee's 9% member contribution for sworn Fire and Police managers who are members of the Charter Retirement System or for the PERS 3% @ 55 retirement system.

5. Effective December 31, 2012 or as soon as administratively possible thereafter, the City shall eliminate PERS on PERS and reduce the City's contribution of Employer Paid Member Contribution (EPMC) to 0% for miscellaneous management employees.

6. All such City contributions made under this section shall be deemed to be member contributions under the Public Employee's Retirement System (PERS), and within the meaning of Article XV, Section 1509.5 of the Pasadena City Charter, (Fire and Police Retirement System), and shall be recoverable by the member as such.

7. Uniform – Value Reported as Compensation

For Top Management employees in the classification of Deputy Police Chief and Police Commander, and Middle Management employees in the classification of Police Lieutenant and Police Captain, the City will report $750 annually as the value of City-provided uniforms as compensation to Public Employees Retirement System (PERS) or Fire and Police Retirement System (FPRS), as applicable.

3.10.03 - 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 vacancies occurring in their job classification or classification series, if qualified. If the vacancy is 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 will be given the following consideration with regard to their accumulated benefits:

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 cease at the time of, and will not be paid during a layoff period.

3. If reinstatement is made, 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 within the provisions of the respective policies, at any time during the layoff period. Such payments will be made in one sum.

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 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.

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

TOP MANAGEMENT

1. Step 1 (Department Head/Human Resources)

The employee shall present the grievance to the department head. 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, 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 fourteen (14) calendar 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 1 decision, upon indicating areas of specific disagreement, appeal of the grievance to Step for resolution may be made.

2. Step 2 (City Manager)

If the grievance has been properly processed and is not satisfactorily resolved at Step 1, the employee may appeal the grievance to Step 2. The appeal shall be in writing, shall be signed by the employee, and shall be submitted to the other party within fourteen (14) calendar days of the written decision at Step 1.

If the employee is being represented, the employee may be assisted by a

representative in the appeal.

Within seven (7) calendar days after receiving the notice to appeal a grievance to Step 2, a meeting shall be arranged between the employee and the City Manager or his designated representative.

The City Manager or his designated representative shall hold a hearing on the issue, or issues submitted, and shall render a written opinion within 30 days following the closing of the hearing unless the period has been mutually extended in writing.

MIDDLE AND PROFESSIONAL MANAGEMENT

Step 1 (Supervisor)

The employee shall orally present the grievance to the immediate supervisor within fourteen (14) calendar 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 fourteen (14) calendar 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 seven (7) calendar 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 fourteen (14) calendar 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 seven (7) calendar 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.

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EXHIBIT 3.10 – Non-Represented Management Salary Schedule..... 3.10-E-1

EXHIBIT 3.10
NON-REPRESENTED MANAGEMENT SALARY SCHEDULE
CONTROL RATES EFFECTIVE OCTOBER 29, 2012

TOP MANAGEMENT CLASSIFICATIONS

Classification	Control Rate
Assistant City Attorney (Confidential)[1]	167,640
Assistant General Manager of Water & Power (Confidential)[1]	180,371
Assistant to the City Manager[1]	124,477
Budget Administrator (Confidential)[1]	131,752
Chief Assistant City Attorney (C&U)[1]	184,404
Chief Assistant City Prosecutor (Unclassified)[1]	184,404
City Treasurer (Confidential)[1]	156,577
Controller (Confidential)[1]	135,778
Deputy Chief Information Officer – Operations (C&U)[1]	136,103
Deputy Chief Information Officer – Customer Service (C&U)[1]	129,298
Deputy Director of Human Services & Recreation (C&U)[1]	135,688
Deputy Director of Libraries & Information Services (C&U)[1]	135,688
Deputy Director of Planning (C&U)[1]	156,577
Deputy Finance Director (C&U)[1]	156,577
Deputy Fire Chief (C&U)	161,845

[1] Salary increase of 3% to be granted effective December 31, 2012.

TOP MANAGEMENT CLASSIFICATIONS

Classification	Control Rate
Deputy Police Chief (C&U)	179,847
Finance and Management Services Administrator (Confidential)[1]	131,752
Human Resources Manager (Confidential)[1]	131,752
Medical Officer (C&U)[1]	169,142
Police Commander	160,578
Power Distribution Superintendent[1]	143,634
Public Works Administrator (Confidential)[1]	131,752
Senior Assistant City Clerk[1]	107,792
Senior Deputy City Attorney (Confidential)[1]	147,562

[1] Salary increase of 3% to be granted effective December 31, 2012.

Adopted: October 29, 2012 NON-REP MGMT

MIDDLE MANAGEMENT CLASSIFICATIONS

Classification	Control Rate
Administrative Legal Secretary (Confidential)[1]	72,686
Applications Development & Services Supervisor[1]	119,188
Information Technology Manager – Infrastructure[1]	128,033
Information Technology Manager – Applications[1]	128,033
Information Technology Manager – Enterprise[1]	128,033
Management Analyst V (Confidential)[1]	107,792
Payroll Services Manager (Confidential)[1]	114,659
Police Administrator[1]	104,706
Police Captain	149,665
Police Lieutenant	138,742
Police Supervisor[1]	73,812
Public Information Officer[1]	107,793
Senior Capital Projects Manager[1]	134,352
Senior Project Manager (Confidential)[1]	124,345

[1] Salary increase of 3% to be granted effective December 31, 2012.

Adopted: October 29, 2012 NON-REP MGMT

PROFESSIONAL CLASSIFICATIONS

Classification	Control Rate
Administrative Assistant to the Mayor/Council (Confidential)	71,045
City Attorney Investigator (Confidential)	60,600
Deputy City Attorney (Confidential)	122,755
Executive Assistant to the City Manager (Confidential)	80,000
Executive Secretary (Confidential)	61,785
Management Analyst I (Confidential)	66,170
Management Analyst II (Confidential)	73,034
Management Analyst III (Confidential)	85,040
Management Analyst IV (Confidential)	97,653
Safety Officer (Confidential)	102,045

The salaries listed herein shall be increased by 3% effective December 31, 2012

Adopted: October 29, 2012 NON-REP MGMT