

ATTACHMENT #2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL APPROVING THE SALARY RESOLUTION
TO ESTABLISH SALARY AND BENEFITS FOR
NON-REPRESENTED MANAGEMENT CLASSIFICATIONS

BE IT RESOLVED by the City Council of the City of Pasadena that the Non-Represented Management Salary Resolution is approved as follows:

SECTION 1. Adopt the attached Non-Represented Management Salary Resolution dated November 3, 2014 in its entirety, replacing Resolution 9310 in its entirety.

This Resolution shall be effective as of November 3, 2014.

Adopted by the following vote at the meeting of the City Council on November 3, 2014.

AYES:

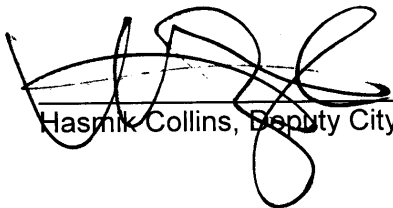
NOES:

ABSTAIN:

ABSENT:

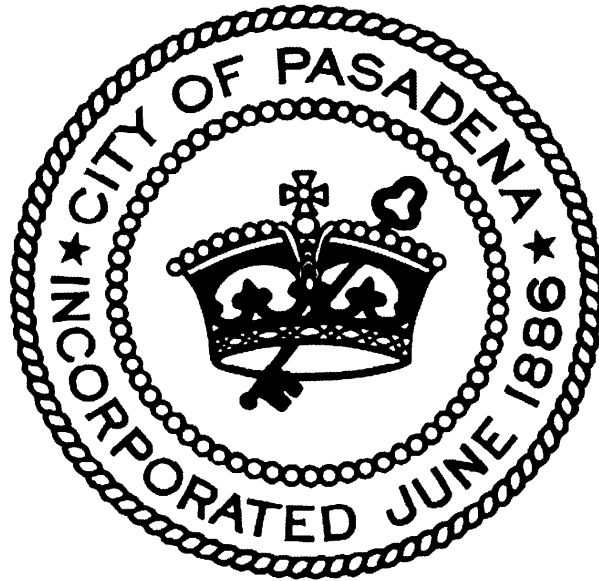
Mark Jomsky, City Clerk

Approved as to Form:



Hasmik Collins, Deputy City Attorney

City of Pasadena



Non-Represented Management Salary Resolution

#

Approved November 3, 2014

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Article 1. NON-REPRESENTED CLASSIFICATIONS

A. Level 1 – Deputy Director Level Positions - At-will & confidential

The following classifications are identified as confidential at-will classifications and require a fully executed employment agreement prior to appointment to the position:

- Assistant General Manager of Water & Power
- Chief Assistant City Attorney
- Chief Assistant City Prosecutor
- Deputy Chief Information Officer – Operations
- Deputy Chief Information Officer – Customer Service
- Deputy Director of Human Services & Recreation
- Deputy Director of Libraries & Information Services
- Deputy Director of Planning & Community Development
- Deputy Director of Public Health
- Deputy Finance Director/City Treasurer
- Deputy Fire Chief
- Deputy Police Chief
- Health Officer
- Public Information Officer

Individuals in these classifications, as of December 1, 2014, who are not currently employed with an employment contract, are grandfathered with respect to the at-will and employment contract requirement. Future appointments to individuals in these classifications will result in employment contracts.

B. Level 2 – Management – At-will & confidential

The following classifications are considered management at-will confidential classifications:

- Assistant City Attorney
- Assistant to the City Manager
- Budget Administrator
- Controller
- Finance & Management Services Administrator
- Fiscal Services Administrator
- Human Resources Manager
- Internal Audit Manager
- IT Manager (Infrastructure, Applications and Enterprise)
- Management Analyst IV and V (when assigned to Human Resources, Finance/Payroll, Finance/Budget, and one Water & Power MA IV)
- Payroll Services Manager

Public Works Administrator
Power Distribution Superintendent
Safety Officer
Senior Assistant City Clerk
Senior Deputy City Attorney

Individuals in these classifications, as of December 1, 2014 who are not currently at-will, are grandfathered with respect to the at-will requirement. Future appointments to individuals in these classifications will result in at-will employment status.

C. Level 3 – Safety Sworn Management

Police Commander
Police Lieutenant

D. Level 4 – Confidential – At-will

Administrative Assistant to the Mayor/City Council
Administrative Legal Secretary
Applications and Development Services Supervisor
Deputy City Attorney
Executive Assistant to the City Manager
Executive Secretary (assigned to City Manager’s Office, Human Resources, and/or Finance)
Management Analyst II, III (assigned to Human Resources, Mayor, City Attorney’s Office)

Individuals in these classifications, as of December 1, 2014 who are not currently at-will, are grandfathered with respect to the at-will requirement. Future appointments to individuals in these classifications will result in at-will employment status.

E. Level 5 – Police Civilian Administrators and Supervisors

Police Administrator
Police Supervisor

All compensation, benefits, leaves of absence and other provisions are identified for full-time employees (2080 hours per year). Employees working less than full-time will receive a pro-rata amount of the compensation, benefits, leaves of absence, and other provisions at 75%, 50% or 25% (whichever is closest to the hours regularly scheduled).

Article 2. COMPENSATION

A. Salary

1. The salary ranges for non-represented management classifications are identified in Exhibit I.
2. Effective the beginning of the pay period that includes December 1, 2014, the classifications of Deputy Police Chief, Deputy Fire Chief, Police Commander and Police Lieutenant will receive a 7.75% base pay salary increase.
3. Effective the beginning of the pay period that includes December 1, 2014, the control rate of all non-sworn classifications will be increased by 1%.
4. The minimum of the salary range will be established as 25% below the control rate.
5. Effective with the December 24, 2014 paycheck, non-represented employees will receive a one-time lump sum payment of \$500.

B. Movement within the Salary Range

Individuals are eligible for movement within the established salary range during the annual performance evaluation process as determined by his/her supervisor and with approval of his/her department director. During the annual performance evaluation process, an individual demonstrating the ability to consistently meet expectations for the position which results in accomplishments achieved during the review period are eligible for salary increases up to the control rate. Salary adjustments should not exceed 5% of annual base pay at any one time, nor occur more frequently than once every twelve months.

C. Anti-Compaction Pay

When the maximum salary for a classification covered under this resolution is less than ten percent (10%) above the maximum salary of a subordinate classification, the City Manager (City Attorney and City Clerk, when applicable) may grant anti-compaction pay in an amount that will establish a ten percent (10%) differential. Completion of an Anti-Compaction Pay Authorization form will be required to identify the compaction issues that warrant such pay. Individuals receiving anti-compaction pay will be reviewed not less than annually to determine if the pay should continue.

D. 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 (City Attorney or City Clerk, when applicable) may authorize Management Incentive Pay in the amount of 5% of base salary. Management Incentive pay will not be granted to more than one employee in a particular work group. Completion of a Management Incentive Pay Authorization form will be required to identify

the specific tasks and/or assignments that warrant such pay. Management Incentive Pay shall not be provided to compensate for additional work outside of normal work hours, nor shall it be pay for extraordinary performance. Management Incentive Pay cannot exceed twelve months unless a new/updated request form for the pay is submitted and approved.

To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(1) Incentive Pay as special compensation.

E. Special Assignment Pay

1. Bilingual Pay

Employees in classifications where bilingual skills will be used as part of job duties and who pass the City's bilingual proficiency exam may be eligible to receive bilingual pay of \$75 per month (\$34.62 biweekly).

To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(4) Special Assignment Pay – Bilingual Premium as special compensation.

2. Fire Department Special Assignment

a. Fire Shift Differential Pay

Employees in the classification of Deputy Fire Chief receive a 10% base pay shift differential when assigned the 9/80 work schedule.

To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(2) Special Assignment pay - Shift Differential as special compensation.

b. EMT Pay

Employees in the classification of Deputy Fire Chief who possess a valid certification as an EMT – D shall receive 4% of base pay.

To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(2) Education Pay – Paramedic Pay as special compensation.

3. Police Department Special Assignment

a. Helicopter Pilot Pay

Police Lieutenants who possess a valid helicopter pilot's license and are assigned to oversee the helicopter program receive \$650 per month.

To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(4) Special Assignment – Helicopter Pilot as special compensation.

b. Gang Detail (Special Enforcement Section) Pay

Police Lieutenants who are assigned to Gang Detail (Special Enforcement Services) receive \$350 per month.

To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(4) Special Assignment – Gang Detail as special compensation.

c. Criminal Investigations/Detective Pay

Police Lieutenants who are assigned to oversee the Criminal Investigations division receive \$250 per month.

To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(4) Special Assignment – Detective Pay as special compensation.

d. Motorcycle Pay

Police Lieutenants who are qualified to operate a motorcycle and are regularly and consistently assigned to motorcycle duty receive \$250 per month.

To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(4) Special Assignment – Motorcycle Patrol as special compensation.

F. Education Incentive Pay

1. Police Department POST Certificate Pay

a. POST Management Certificate

The Deputy Police Chief, Police Commanders, and Police Lieutenants who possess a POST Management certificate will receive \$1,000 per month in additional compensation. Lieutenants are eligible for one level of POST

pay.

To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(2) Education POST Certificate as special compensation.

b. POST Supervisory Certificate and Bachelor's Degree

Police Lieutenants who possess a POST Supervisory certificate will receive \$950 per month in additional compensation. Lieutenants are eligible for one level of POST pay.

To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(2) Education POST Certificate as special compensation.

c. POST Supervisory Certificate

Police Lieutenants who possess a POST Supervisory certificate will receive \$650 per month in additional compensation. Lieutenants are eligible for one level of POST pay.

To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(2) Education POST Certificate as special compensation.

Article 3. HOURS OF WORK/WORK SCHEDULES

A. Work Schedules

All classifications are assigned to work a 5/8 or the 9/80 alternative work schedule. Work schedules may be adjusted to meet operational needs. Alternative work schedules other than the 9/80 may be considered based upon service delivery and/or operational effectiveness and must be approved in writing by the Department Director and submitted to Human Resources.

B. Hours of Work

All classifications covered by this salary resolution are designated as exempt under the Fair Labor Standards Act. It is expected that employees work a minimum of forty hours per work week and any additional hours that may be required to fulfill the responsibilities and work assignments of the position. As all classifications are exempt, individuals are not eligible for

overtime, unless authorized under the salary resolution.

The City Manager or a department head may adjust work hours at any time to meet operational needs.

C. Partial Day Absences

Employees who are absent from work for three hours or more of their regularly assigned work schedule are required to utilize appropriate accrued leave time to cover their absence. If accrued leave time is unavailable, the time will be recorded as leave without pay.

D. Overtime for Police Lieutenants

The Police Chief may pre-authorize overtime for Police Lieutenants under established criteria approved by the City Manager. Overtime (paid at time and one-half base pay) may be authorized by the Police Chief for the following three circumstances:

- Watch Commander Position Coverage
- Third Party Funded Special Events
- Grant Funded Overtime

Effective November 17, 2014, Police Lieutenants will submit bi-weekly accounting of all hours worked for timekeeping purposes.

Article 4. LEAVES OF ABSENCE

A. Vacation

1. Vacation accrual and maximum effective January 1, 2015

Years of continuous service	Hours accrued per pay period	Annual Accrual	Vacation Maximum Accrual
Hire date to completion of five years	3.08	80 hours	160 hours
Six years – completion of 10 years	4.62	120 hours	240 hours
11 years	4.92	128 hours	256 hours
12 years	5.23	136 hours	272 hours
13 years	5.54	144 hours	288 hours
14 years	5.85	152 hours	304 hours
15 years	6.15	160 hours	320 hours

- a. New employees may be authorized to begin employment at the six year accrual rate with the approval of the City Manager (City Attorney or City Clerk, when applicable) as long as the accrual rate does not exceed the rate of vacation earned at the individuals prior employer.
- b. Effective the pay period that includes January 1, 2015, upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum. If an employee has requested to use vacation and the request has been denied resulting in the employee reaching his/her maximum, the department head may authorize a cash out of vacation up to a maximum of forty hours.
- c. With the November 26, 2014 paycheck, employees will receive payment of all accrued but unused vacation hours exceeding 1.5 of his/her annual accrual paid at the base rate of pay. Employees may request to receive payment for hours exceeding two times his/her annual accrual by signing an acknowledgement form that the maximum will be enforced effective January 1, 2015.
- d. Employees who use forty hours of accrued leave (e.g., vacation, floating holiday or management time off) in the prior calendar year are allowed to cash out up to eighty hours of vacation once per calendar year at the base hourly rate of pay.
- e. Vacation use is subject to supervisor/department head approval.
- f. Upon separation from employment, any accrued but unused vacation will be paid to the employee with the final paycheck.

B. Sick Leave

- 1. Sick leave may be granted for personal illness or injury; absences for medical, dental, and/or vision care appointments.
- 2. Every employee who is unable to report to work for his/her scheduled shift because of a need to use sick leave, shall either call, or have someone call his/her supervisor proceeding the time he/she is scheduled to report to work to report the absence. If a supervisor doesn't answer at the time of the call, a contact phone number shall be left as part of the message regarding the absence.
- 3. The Department Head or his/her designee has the authority to approve sick leave for department employees.

4. Employees requesting to use sick leave for four consecutive business days or longer shall submit a signed verification of the need for absence due to illness/injury or the need to care for an immediate family member. The verification must be provided by the personal physician, osteopath, chiropractor, or Christian Science practitioner attending to the employee or immediate family member, and presented to the employees' supervisor before returning to work.
5. Employees who while on vacation become ill/injured and who provide a doctor's verification of illness/injury prior to returning to work that verifies that leave for injury or illness in excess of four days was required, may request that the vacation time be substituted with sick leave. Such requests are subject to approval by the Department Head.

C. Sick Leave Accrual

Effective January 1, 2015 sick leave will accrue as follows:

1. Employees are eligible to accrue on a per pay period basis, up to eighty (80) hours of sick leave per year (3.08 hours per pay period) up to a maximum of 2080 hours.
2. Employees who retire from the City may convert up to 2080 hours of accrued and unused sick leave to CalPERS service credit.
3. Each calendar year, employees may use up to one-half of his/her annual accrual (40 hours) for family sick leave purposes (for family members as identified in California Labor Code Section 233).
4. Effective January 1, 2015, employees with unused extended or reserve sick leave will have those hours transferred to the sick leave accrual bank. The reserve and sick leave banks will then be eliminated. Upon promotion to a classification covered by this Resolution employees who have reserve or extended sick leave will have those hours transferred to the accrued sick leave bank (up to the 2080 max) and then those banks will be eliminated.
5. Employees will receive a one-time lump sum of forty hours (40 hours) of sick leave with the pay period that includes January 1, 2015 to assist with the transition to accrued based sick leave.

D. Holidays

1. The following eleven days shall be observed as holidays for non-sworn employees:

- a. January 1;
 - b. The third Monday in January;
 - c. February 12;
 - d. the third Monday in February;
 - e. the last Monday in May;
 - f. July 4;
 - g. The first Monday in September;
 - h. The Monday or Friday closest to November 11 (if on a Wednesday, the holiday shall follow the City Hall calendar set by the City);
 - i. The fourth Thursday in November;
 - j. The day following the fourth Thursday in November; and
 - k. December 25
2. Holidays have a value equal to the regularly scheduled hours of work on the day the holiday is observed.
 3. If any of the foregoing holidays falls on a Saturday, the holiday will be observed on the preceding Friday. If the preceding Friday is a regularly scheduled day off as identified as the 9/80 plan closed Friday, the holiday hours will be added to the floating holiday bank in the pay period that the holiday occurs. If any of the foregoing holidays falls on a Sunday, the holiday will be observed on the following Monday.
 4. Due to the operational scheduling needs of the Police and Fire Department, sworn safety employees receive pay (in lieu of time off) at the base hourly rate for his/her regularly scheduled hours for each of the eleven City designated holidays during the pay period in which the holiday is observed.

To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(5) Holiday Pay as special compensation.

5. All non-represented management employees will receive nine floating holiday hours with the pay period that includes January 1st of each calendar year. Floating holiday accrual is capped at fifty-four (54) hours. Should an individual be at the accrual maximum, no additional floating holiday hours will be granted until such time as the accrual is below fifty-four (54) hours.
6. Non-sworn employees who are required to work on a holiday that falls on a regular work day may request to receive the value of the regularly scheduled hours as floating holiday hours and receive regular pay for working on the holiday. Requests for floating holiday hours must be approved by the Department Director prior to the designated holiday.

7. At the time of separation from employment, earned but unused holiday hours will be paid to the employee with the final paycheck at the employees' base hourly rate of pay.
8. With the November 26, 2014 paycheck, the City will combine banked and floating holiday hours and employees will receive a cash out of hours in excess of eighteen (18). The City will no longer use banked holidays. Floating holiday hours will be granted pursuant to this section.

E. Bereavement Leave

Employees absent from leave due to bereavement at the time of death of an immediate family member (spouse, child, step-child, parent, parent of spouse, grandparent, brother, sister, or registered domestic partner) may receive regular compensation for a maximum of three days. Three working days shall be defined as three regular work days under the employee's regular work schedule.

Under special circumstances, the department head, within his/her discretion may authorize bereavement leave for the death of an individual not specified as an employee's immediate family member, as herein defined.

F. Jury Duty

1. If an employee is required to be absent from work to report for jury duty, the employee will notify his/her supervisor of the absence as soon as possible, including, a phone message the night before if the employee finds out via a phone recording that he/she must report the next day.
2. There will be no reduction in pay for an employee who is required to be absent from work for jury duty. Jury duty includes time in court awaiting assignment or release. In those cases in which the employee is released by the court with four or more hours remaining in his/her regular work hours, the employee will report for duty as soon as possible and work the balance of the work day. By returning to work, the employee will receive a full day's pay, and shall pay to the City any amount received from the court for the jury duty, excluding mileage.
3. In those cases in which the employee is not released by the court with four or more hours remaining in his/her regular work day, the employee need not return to work. The employee shall receive the full day's pay, and shall pay to the City any amount (if applicable) received from the court for jury duty, excluding mileage.
4. Employees will submit proof of jury service to his/her supervisor.

G. Management Time Off

All employees are eligible to receive forty (40) hours of Management Time Off (MTO) with the pay period that includes January 1st of each calendar year. The department head may grant additional MTO hours up to a maximum of eighteen (18) hours in a calendar year. MTO hours cannot exceed fifty-eight (58) hours. Upon reaching the maximum of fifty-eight hours, no additional MTO may be granted. MTO hours may be used in hourly increments. At the time of separation, earned but unused MTO hours will be paid with the final paycheck at the employee's hourly based rate of pay.

New employees and/or those promoted to eligible classifications will receive an initial pro-rated amount of MTO based on date of hire as follows:

- Individuals hired/promoted January 1-March 30th receive 40 hours
- Individuals hired/promoted April 1 – June 30th receive 30 hours
- Individuals hired/promoted July 1 – September 30th receive 20 hours
- Individuals hired/promoted October 1 – December 31st receive 10 hours

H. Workers' Compensation

1. The City will comply with the workers' compensation laws of the State of California.
2. Safety employees are eligible for workers' compensation benefits as provided under labor code section 4850.
3. For non-safety employees, if eligible, FMLA/CFRA runs concurrently with workers' compensation leave.
4. For non-safety employees, in addition to the benefits provided under the law, for workers' compensation claims which have been accepted by the City, the City will supplement workers' compensation temporary disability payments to provide salary continuance in an amount equal to the annual base pay of the employee (less any required state and/or federal taxes). Claims that have been denied are not eligible for this benefit.
5. For non-safety employees, supplemental payments will begin from the date of accepted injury and will continue for a period of time not to exceed six (6) months. Employees who may return to work with work restrictions and who are offered modified/light duty which is consistent with the employee's work restrictions, as determined by his/her treating physician or workers' compensation physician, will discontinue receiving supplemental payments.

6. If an employee returns to work or is able to return to work in a modified/light duty capacity and has not received the full six (6) months of supplemental payments and subsequently needs to be off work again for the same workplace injury/illness, the employee will be eligible for supplemental payments not to exceed a cumulative total of six (6) months for the same injury/illness.

I. Military Leave

Military leave will be granted and paid in accordance with the law and with the City's personnel policy on military leave.

J. Maternity Leave

The City will provide an unpaid maternity leave of absence for up to six months or a combination of unpaid leave and a reduced work schedule of at least 20 hours per week for a maximum of nine months. Maternity leave must be taken within one year of the birth of the child.

During this leave, the City will continue providing health and dental contributions to the employee as if the employee was working a full-time schedule provided the employee is enrolled in medical and dental plans through a City provider. The Employee Option Benefit Fund (EOBF) is not paid during maternity leave, only the premiums for health and dental.

The leave provided in this section will run concurrently with Pregnancy Disability Leave, California Family Rights Act (CFRA), and/or the Federal Family Medical Leave Act (FMLA) when applicable.

Maternity leave will be eliminated as of January 1, 2016. Following that date, employees are eligible for benefits pursuant to Pregnancy Disability Leave, California Family Rights Act (CFRA), and/or the Federal Family Medical leave Act (FMLA), when applicable, for purposes of parenthood leave (e.g., pregnancy, childbirth, adoption, or foster care placement). The department head may grant additional unpaid leaves of absence, with no additional benefits, for an additional period of up to four months for parenthood leaves (including employees of both genders) when such leave will not have a detrimental effect in maintaining operational needs.

K. Family Medical Leave

The City provides leave benefits pursuant to the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA).

L. Compensatory Time

Employees with accrued compensatory time off will receive cash out of all hours in his/her leave bank at the base rate of pay with the November 26, 2014 paycheck. For future promotions, to a non-represented management position will require that any accrued and unused compensatory time off be cashed out at the base rate of pay or regular rate of pay (if applicable) of the classification immediately prior to appointment of a non-represented classification. Non-represented management employees are not eligible to earn compensatory time off.

Article 5. BENEFITS

A. Life Insurance

Effective January 1, 2015, The City will provide life insurance and accidental death and dismemberment coverage for each employee in the amount of \$75,000.

B. Dental Plan

The City will contribute 100% of the employee only PPO premium for dental coverage. For employees who cover a dependent, the City will contribute up to an additional \$80.00 per month toward the dental care premium. In no case shall an employee receive more than the amount of the premium for the dental plan he/she is enrolled in.

C. Vision Care

The City offers vision care plans for employees. Enrollment in vision care is optional and the premiums are paid entirely by the employee.

D. Health Insurance/Employee Option Benefit Fund (EOBF)

The City of Pasadena participates in the CalPERS Medical program (per the Public Employee Medical and Hospital Care Act – “PEMHCA”). For employees enrolled in a CalPERS medical plan, the City contributes the required statutory minimum (per Government Code section 22892) toward the medical premium which is part of the EOBF allowance.

The Employee Option Benefit Fund (EOBF) allowance is used to offset health premium costs and includes the PEMHCA minimum.

Effective January 1, 2015, the EOBF allowance for employees enrolled in a medical plan offered through the City is:

Tier 1:	Employee Only	\$1,239.11
Tier 2:	Employee +1	\$1,239.11
Tier 3:	Employee +2	\$1,346.46

Increases to each tier (employee only, EE+1, EE+2) will only occur when the premium for the CalPERS LA Region for Blue Shield Access+ or Kaiser exceed the current allowance. The allowance in each tier will equal the lower of the LA Region Blue Shield Access+ or Kaiser premium but shall not be lowered below the 2014 allowance. The allowance includes the PEMHCA minimum.

New employees hired by the City on or after January 1, 2015, will receive an EOBFF allowance (including the statutory minimum) that equals the premium of Blue Shield Access+ or Kaiser (LA Region) whichever is lower for the tier in which they enroll (employee only, employee+1 employee+2).

Individuals employed by the City as of November 4, 2012 who elect to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive an EOBFF opt out allowance of \$1,120.11 per month which will be designated to the employee's deferred compensation account. Employees may elect to have 65% of the EOBFF Opt Out allowance paid as cash in lieu of depositing the total allowance to a deferred compensation account offered by the City.

Effective November 5, 2012, new employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive an EOBFF opt out allowance of \$400 per month which will be designated to the employee's deferred compensation account. New employees may elect to have 65% of the EOBFF Opt Out allowance paid as cash in lieu of depositing the total allowance to a deferred compensation account offered by the City.

E. Retirement

1. Miscellaneous Employees

- a. Retirement benefits shall be provided as currently specified under the City of Pasadena's contract with Public Employees' Retirement System.
- b. Individuals employed by the City of Pasadena on or before December 31, 2012 and employees hired on or after January 1, 2013 who have less than a six month break in CalPERS covered service or are members of an agency with reciprocity, are provided the following retirement benefits:

- i. Miscellaneous 2.5% @ 55 benefit formula.
 - ii. Final compensation based upon the highest annual average compensation earnable during the 36 months of employment immediately preceding the effective date of his/her retirement or some other period designated by the retiring employee.
 - iii. Employees pay the 8% employee/member contribution on a pre-tax basis.
 - iv. The City reports the value of Employer Paid Member Contribution as 0%.

- c. Individuals hired on or after January 1, 2013 who are “new members” as defined in the Public Employees’ Pension Reform Act of 2013, are provided the following retirement benefits:
 - i. Miscellaneous 2% @ 62 benefit formula.
 - ii. Final compensation based upon the highest annual average compensation earnable during the 36 months of employment immediately preceding the effective date of his/her retirement or some other period designated by the retiring employee.
 - iii. Employees will pay one-half of the total normal cost. Effective January 1, 2013 that amount is 6.25%.

- d. The City contracts for the following optional benefits which apply to all miscellaneous employees:
 - i. 1959 Survivor Benefit Level 4 (Section 21574)
 - ii. Pre-Retirement Option 2W Death Benefit (Section 21548)
 - iii. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Section 21551)
 - iv. \$500 Retired Death Benefit (Section 21620)
 - v. 2% Annual Cost of Living Allowance Increase (Section 21329)
 - vi. Unused Sick Leave Credit (Section 20965)
 - vii. Military Service Credit (Section 21024)

2. Safety Employees

- a. Retirement benefits shall be provided pursuant to the City of Pasadena’s contract with the California Public Employees’ Retirement System (CalPERS) and in accordance with CalPERS regulations.

- b. Individuals employed by the City of Pasadena on or before December 31, 2012 and unit members hired on or after January 1, 2013 who have less than a six month break in CalPERS covered service or who are members of an agency with reciprocity, are provided the following retirement benefits:

- i. Safety 3% @ 55 retirement formula (Section 21363.1)
 - ii. Final Compensation Period – One Year (Section 20042)
 - iii. Effective the pay period that includes December 1, 2014, safety employees will pay nine percent (9%) of the member contribution on a pre-tax basis.
 - iv. Effective the pay period that includes December 1, 2014, the City will pay and report the value of Employer Paid Member Contributions (per resolution) as 0%.

- c. Individuals hired on or after January 1, 2013 who are “new members” as defined in the Public Employees’ Pension Reform Act of 2013, are provided the following retirement benefits:
 - i. Safety 2.7% @ 57 retirement formula
 - ii. Final Compensation period - Three Years. Final compensation based upon the highest annual average compensation earnable during the 36 consecutive months of employment immediately preceding the effective date of his or her retirement or some other period designated by the retiring employee
 - iii. Employees contribute one-half of the total normal cost toward retirement. Effective January 1, 2013 that amount is 12%.

- d. The City contracts for the following optional benefits which apply to all safety employees:
 - i. 1959 Survivor Benefit Level 4 (Section 21574)
 - ii. Pre-Retirement Option 2W Death Benefit (Section 21548)
 - iii. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Section 21551)
 - iv. Post Retirement Survivor Allowance (Section 21624/26/28)
 - v. Post-Retirement Survivor Allowance to Continue After Remarriage (Section 21635)
 - vi. \$500 Retired Death Benefit (Section 21620)
 - vii. 2% Annual Cost of Living Allowance Increase (Section 21329)
 - viii. Unused Sick leave Credit (Section 20965)

F. Retiree Medical Trust Fund – Safety Sworn

The City shall contribute 3% of base pay for employees in the classification of Deputy Police Chief, Deputy Fire Chief, Police Commander, and Police Lieutenant for the purpose of contributing to a post-retirement medical 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 fund. Employees who are members of the Public Safety Employees Benefits Trust and who are promoted to the rank of Police Commander or 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.

G. Short-Term & Long-Term Disability

1. Effective January 1, 2015, the City will provide a short-term disability plan with the following benefit provisions:
 - a. A thirty (30) calendar day elimination period.
 - b. The premium will be paid by the City.
 - c. The weekly benefit will be 66 2/3% of base wages up to a maximum of \$2,200 for a maximum of twenty-two (22) weeks.
 - d. The benefit is taxable.
 - e. Employees must use accrued sick leave during the thirty (30) day elimination period.
2. Effective January 1, 2015, the City will modify its Long Term Disability plan by increasing the elimination period to one-hundred and eighty days (180). The City will continue to pay the premium of the basic long-term disability plan.
3. Employees may elect to purchase (at their own expense) supplemental long-term disability coverage.

H. Tuition Reimbursement

Employees may request Tuition Reimbursement pursuant to the City's Tuition Reimbursement Policy up to \$1,000 per fiscal year.

I. Professional/Personal Allowance

1. Employees are eligible for an annual lump sum payment included with the second paycheck in March. The allowance is provided as follows:
 - a. Classifications in Level 1, Police Commanders, Assistant City Attorney, and Deputy City Attorney receive \$1,000
 - b. Classifications in Level 2 receive \$750
 - c. Police Lieutenants in Level 3 receive \$625
 - d. Classifications in Level 4 and 5 receive \$500
2. The allowance is designed for professional and/or personal development and

may be used at the employees' discretion. This allowance is taxable and is not reportable to CalPERS as special compensation.

J. Transportation

1. Auto Allowance

The City Manager (City Attorney or City Clerk, when applicable) may authorize an auto allowance of \$300 per month (\$138.46 biweekly) for individuals in level 1, 2, or 3 and \$275 per month (\$126.92 biweekly) for individuals in level 4 or 5 who regularly drive during the work day as part of his/her regular duties or who may be required to respond to frequent calls to return to work during off-duty hours and do not have access to use a City vehicle.

2. City Provided Vehicle

The City Manager may authorize a City vehicle be issued to an employee in lieu of the auto allowance. Employees who are issued City vehicles must comply with the City's vehicle policy. Employees who are issued a City vehicle may not receive an auto allowance or mileage reimbursement at any time.

3. Mileage Reimbursement

Employees who do not receive an auto allowance and who are unable to use a City issued vehicle for work purposes are eligible for mileage reimbursement for use of his/her personal vehicle for City travel (excluding home to work travel) pursuant to the City's policy on mileage reimbursement.

4. Prideshare Program

Employees must participate in the PrideShare program as identified in the City's Personnel Manual of Policies and Procedures. Solo drivers are required to pay \$35 per month (\$17.50 per pay period). Non-Solo drivers have benefits provided per the policy. Employees who follow the exceptions to the program (e.g., by using public transit or walking or riding a bicycle to work) do not have to pay the per month fee.

K. Cell Phone/Smart Phone

Employees may be provided a city issued cell phone/smart phone or a stipend pursuant to City Administrative Policy Manual.

L. Annual Physical Examination

Employees in Level 1, 2 and 3 classifications are eligible for reimbursement of up to

\$500 per calendar year for an annual physical examination by a qualified medical physician. Reimbursement for a Computed Tomography (CT) or Electron Beam Tomography (EBT) scan may also qualify for reimbursement up to the \$500 annual maximum. Employees must submit receipts of expenses on the Annual Physical Exam form no later than January 31st following the year in which the expense was incurred.

M. Uniforms

The City shall provide uniforms for sworn safety employees required to wear a city uniform in the course of his/her employment as recommended by the department head and approved by the City Manager. Employees are responsible for cleaning and maintaining the uniforms.

The value of uniforms is \$750 per year. To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(5) Uniforms as special compensation.

N. Housing Assistance & Relocation

Individuals in a Level 1 classification who are on an employment contract may be eligible for relocation expenses as identified in the contract for relocating to the City of Pasadena. Relocation expenses may include moving assistance (transportation of household items), travel costs for house-hunting, and temporary housing assistance for a period not to exceed three months. The City Manager (City Attorney or City Clerk, when applicable) may negotiate housing assistance and relocation reimbursement for employees not on an employment contract up to a maximum of \$5,000.

Article 6. DISCIPLINE

The City may take disciplinary action for cause. Disciplinary action shall only include written reprimands, suspension, reduction in pay, demotion and termination.

Article 7. GRIEVANCE

A. Definition

1. Grievance - a dispute between an employee or employees and the City regarding an interpretation or application of the terms of this salary resolution or the City's Personnel Manual of Policies, Practices and Procedures. A grievance may be filed to appeal a disciplinary action.

B. Guidelines

1. At-will employees are not subject to the grievance process and may work with

his/her supervisor to resolve workplace issues.

2. Individuals who are not at-will 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.
3. 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
4. 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.
5. A grievance may be initiated only by the employee concerned, except as otherwise provided herein.
6. 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.
7. This is the sole and exclusive method for resolving grievances.

C. Grievance Procedure

1. Step 1 (Department Head/Human Resources)

The employee shall present the grievance in writing to his/her department head. If the employee has elected to be represented, assistance by the representative can be utilized in filing/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 and filed within fourteen (14) calendar days following the event or events on which the grievance is based.

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 2 for resolution may be made.

2. Step 2 (Assistant City Manager (City Attorney or City Clerk, when applicable))

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 Director of Human Resources 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 fourteen (14) calendar days after receiving the notice to appeal a grievance to Step 2, a meeting shall be arranged between the employee and the Assistant City Manager (City Attorney or City Clerk, when applicable).

The Assistant City Manager (City Attorney or City Clerk, when applicable) 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. The decision of the Assistant City Manager (City Attorney or City Clerk, when applicable) is final and binding on the parties.

Article 8. LAYOFF

The City Manager shall have the authority to accomplish a reduction in force.

- A. The retention of non-rep 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.
- B. A non-rep management employee to be laid off shall be given written notice thereof at least two weeks before the effective date of layoff. The City Manager (City Attorney or City Clerk, when applicable) 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.
- C. Employees who may be laid off shall be certified to available vacancies for which they qualify.
- D. 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 "meets expectations" or better, and shall be certified to vacancies occurring in their job classification or classification series, if qualified.
- E. 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.

Article 9. 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.

Article 10. SEVERANCE

The severance provision only applies to individuals (Level 1) on an employment contract or those at-will employees (Level 2 & 4) who serve at the pleasure of the City Manager (City Attorney or City Clerk, when applicable). At-will employees can be dismissed with

or without cause. Should the City dismiss an at-will employee, the employee shall receive a lump sum severance payment equal to three months base pay and three months of medical COBRA at City expense (as long as the employee is enrolled in a CalPERS medical plan at the time of separation).

At-will employees who voluntarily resign or retire, who are convicted of a felony, or who are terminated for negligence or misconduct are not eligible to receive severance or city-paid COBRA.

Exhibit I – Control Rates

Non-Represented Management
Effective December 1, 2014

<u>Classification</u>	<u>Control Rate</u>
<u>Level 1 – Deputy Director (At-Will, Confidential)</u>	
Assistant General Manager of Water & Power	\$187,639
Chief Assistant City Attorney	\$191,836
Chief Assistant City Prosecutor	\$191,836
Deputy Chief Information Officer – Operations	\$134,509
Deputy Chief Information Officer – Customer Service	\$141,589
Deputy Director of Human Services & Recreation	\$141,156
Deputy Director of Libraries & Information Services	\$141,156
Deputy Director of Planning & Community Development	\$162,887
Deputy Finance Director/City Treasurer	\$162,887
Deputy Fire Chief	\$174,388
Deputy Police Chief	\$193,786
Health Officer	\$175,958
Public Information Officer	\$112,127
<u>Level 2 – Management (At-Will, Confidential)</u>	
Assistant City Attorney	\$174,396
Assistant to the City Manager	\$129,493
Budget Administrator	\$137,062
Controller	\$141,250
Finance & Management Services Administrator	\$137,062
Fiscal Services Administrator	\$137,062
Human Resources Manager	\$137,062
Internal Audit Manager	\$129,493
IT Manager (Infrastructure, Applications and Enterprise)	\$133,193
Management Analyst IV (when assigned to Human Resources, Finance/Payroll, Finance/Budget, and one Water & Power MA IV)	\$101,589
Management Analyst V (when assigned to Human Resources, Finance/Payroll, Finance/Budget)	\$112,136
Payroll Services Manager	\$119,279
Public Works Administrator	\$137,062
Power Distribution Superintendent	\$141,336
Safety Officer	\$106,157
Senior Assistant City Clerk	\$112,135
Senior Deputy City Attorney	\$153,509

Level 3 – Safety Sworn (Police Commanders & Police Lieutenants)

Police Commander	\$173,023
Police Lieutenant	\$149,494

Level 4 – Confidential, At-Will

Administrative Assistant to the Mayor/City Council	\$73,908
Administrative Legal Secretary	\$75,615
Applications and Development Services Supervisor	\$123,992
Deputy City Attorney	\$127,702
Executive Assistant to the City Manager	\$83,224
Executive Secretary (assigned to City Manager’s Office, Human Resources, and/or Finance)	\$64,275
ERP Business Systems Analyst	\$95,950
Management Analyst II (assigned to Human Resources, City Manager, Mayor, and/or City Attorney’s Office)	\$75,978
Management Analyst III (assigned to Human Resources, City Manager, Mayor, and/or City Attorney’s Office)	\$88,466

Level 5 – Police Civilian Administrators & Supervisors

Police Administrator	\$108,926
Police Supervisor	\$76,787