

# ATTACHMENT #3

RESOLUTION NO. \_\_\_\_\_

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

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

SECTION 1. Adopt the attached Non-Represented Non-Management Salary Resolution dated November 3, 2014 in its entirety, replacing Resolution 9311 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:

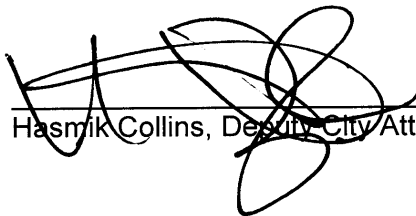
NOES:

ABSTAIN:

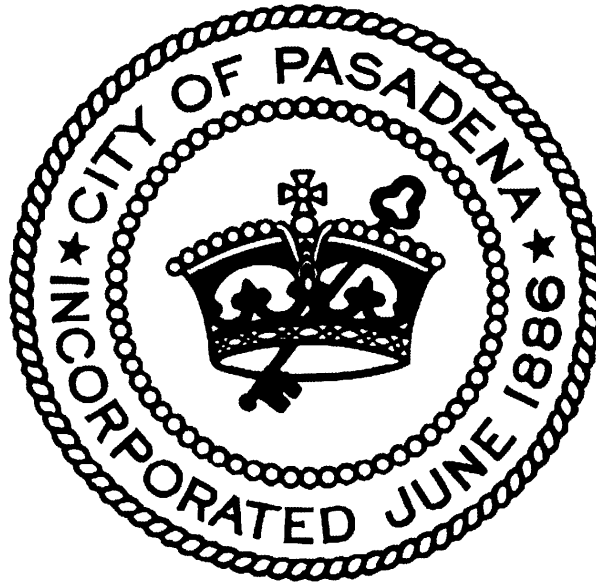
ABSENT:

\_\_\_\_\_  
Mark Jomsky, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Hasmik Collins, Deputy City Attorney

# City of Pasadena



## Non-Represented Non-Management Salary Resolution

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Approved November 3, 2014

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Article 1. NON-REPRESENTED NON-MANAGEMENT CLASSIFICATIONS

- A. Non-represented non-management classifications are identified in Exhibit I. The classifications are categorized as:
- a. Technical & Administrative
  - b. Confidential & Clerical
  - c. Hourly (at-will)

All compensation, benefits, leaves of absence and other provisions are identified for full-time employees (2080 hours per year). Employees (other than Hourly) 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).

Hourly employees are at-will and receive pay for all hours worked, are enrolled in Medicare, contribute to PARS (alternative retirement benefit), and receive no additional benefits other than those required by law. The leaves of absence, benefit, discipline, grievance, administrative reassignment, and layoff provisions of this Resolution are not applicable to hourly designated classifications.

Article 2. COMPENSATION

A. Salary

1. The salary ranges for non-represented non-management classifications are identified in Exhibit I. The salary ranges have a minimum and a maximum hourly rate of pay for each classification.
2. Effective the beginning of the pay period that includes December 1, 2014, the maximum of Technical & Administrative and Confidential & Clerical and Hourly classifications will be increased by 1%.
3. Effective with the December 24, 2014 paycheck, non-represented non-management employees who are full-time will receive a one-time lump sum payment of \$500. Non-represented non-management employees who are part-time and who have worked at least 1040 hours since December 1, 2013 will receive a one-time lump sum payment of \$250.

B. Probationary Period

1. The probationary period for Technical & Administrative and Confidential & Clerical classifications is 12 months.
2. Hourly classifications are at-will and serve at the pleasure of the appointing authority.

### C. Movement within the Salary Range

1. Individuals are eligible for movement within the established salary range during the performance evaluation process. During the 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.
2. Salary adjustments should not exceed 5% of base pay at any one time.
3. Performance evaluations should occur with the following timelines:
  - a. Six (6) months after appointment/promotion and twelve (12) months thereafter.

### D. Temporary Assignment

1. Employees are eligible for temporary assignment pay pursuant to the City's policy on temporary assignment pay.

### E. Overtime

1. Classifications identified as non-exempt under the Fair Labor Standards Act (FLSA) receive overtime for working more than forty hours in the designated work week. Use of paid/unpaid leave does not count as hours worked for calculating overtime.
2. Overtime will be paid at time and one-half base rate of pay or the regular rate of pay, if eligible under the Fair Labor Standards Act.
3. Overtime requires pre-authorization of a supervisor.
4. Overtime cannot be paid for hours where the employee is receiving any other type of pay.

### F. Compensatory Time Off

1. In lieu of receiving payment for overtime, an employee may request in advance to accrue compensatory time off at the rate of time and a half for each hour worked subject to a maximum accrual of eighty (80) hours. The department has the sole discretion to grant the accrual of comp time or to pay the overtime.
2. The time during which an employee may use accrued compensatory time off is subject to approval by the department head or his/her designee with due regard for the wishes of the employee and the need to provide service. However, an employee

wishing to use his/her accrued compensatory time off shall provide the City with reasonable notice of such request. Reasonable notice is defined as at least two weeks. If reasonable notice is provided, the employee's request may not be denied unless it is unduly disruptive to the department to grant the request. A request to use compensatory time off without reasonable notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.

3. Upon separation from City service, an employee shall be compensated for all accrued compensatory time off at the regular rate of pay.

#### G. Special Assignment Pay

##### **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.

##### **Shift Differential**

Employees (except for those assigned to the Police or Fire department) who are regularly assigned to work the swing shift or graveyard shift are eligible for shift differential of \$1.50 per hour paid on all regularly scheduled swing or graveyard shift hours.

Swing shift is any shift of six hours or more, regularly scheduled to start between the hours of 3:00 p.m. and 10:59 p.m.

Graveyard shift is any shift of six hours or more, regularly scheduled to start between 11:00 p.m. and 4:59 a.m.

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 – Shift Differential as special compensation.

##### **Inspection Authorization Specialty Pay**

Employees in the classification of Helicopter Mechanic who possess an FAA Inspection Authorization and perform inspection on an aircraft will receive 5% of base pay.



Article 3. HOURS OF WORK/WORK SCHEDULES

A. Work Schedules

All full-time classifications are assigned to work a 5/8 or the 9/80 alternative work schedule. 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 Head and submitted to Human Resources.

All employees working part-time are assigned to a work schedule determined by the Department head.

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

B. Hours of Work

All classifications covered by this salary resolution are designated as non-exempt under the Fair Labor Standards Act. The hours of work are set by the department head or his/her designee and may be adjusted or modified at his/her discretion.

C. Rest Periods

- a. Employees shall be permitted to take two 15-minute rest periods per day.
- b. The first rest period shall occur in the first half of the employee's shift and the second rest period shall occur during the second half of the employee's shift.
- c. Employees may leave the job site for a rest period providing that the total time away from the job does not exceed 15 minutes.
- d. Rest periods must be coordinated with the employee's immediate supervisor.
- e. Rest periods may not be accumulated, added to a lunch hour, taken before the day begins, to leave work early or added to any form of leave.

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. 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.
- b. 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.
- c. Vacation use is subject to supervisor/department head approval.
- d. 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 shall either call, or have someone call his/her supervisor proceeding the time he/she is scheduled to report to work to explain 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 1200 hours.
2. Employees who retire from the City may convert up to 1200 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. 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 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. Employees will receive nine floating holiday hours with the pay period that includes January 1<sup>st</sup> 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.
  5. Employees who are required to work on a holiday may request to receive the value of the regularly scheduled hours as floating holiday hours. Requests for floating holiday hours must be approved by the Department head prior to the designated holiday.
  6. 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.
  7. 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, grandparent, brother, sister, parent of spouse, or 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 received from the court for jury duty, excluding mileage.
4. Employees will submit proof of jury service to his/her supervisor.

#### G. Workers' Compensation

1. The City will comply with the workers' compensation laws of the State of California.
2. If eligible, FMLA/CFRA runs concurrently with workers' compensation leave.
3. 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. Hourly employees are not eligible for this benefit.
4. 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.

5. 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.

#### H. Military Leave

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

#### I. 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.

#### J. Family Medical Leave

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

Article 5. BENEFITS

A. Life Insurance

Effective January 1, 2015, The City will provide life insurance and accidental death and dismemberment coverage in the amount of \$25,000 for each employee who regularly works thirty (30) or more hours per week.

B. Dental Plan

The City will contribute 100% of the employee only PPO premium for dental coverage for each employee who regularly works thirty (30) or more hours per week. 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 who regularly work thirty (30) or more hours per week. 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. The allowance is pro-rated based on hours regularly scheduled (e.g., 30 hours per week = 75%, 20 hours per week = 50%).

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 – CalPERS & PARS programs

##### **Miscellaneous Employees - CalPERS**

- 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 36 consecutive month 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 36 consecutive month 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)

**Miscellaneous Employees - PARS**

- a. In lieu of social security, employees not enrolled in CalPERS retirement shall be enrolled in the Public Agency Retirement System (PARS) and shall contribute 7.5% toward the retirement benefit. Contributions toward retirement will be deducted on a pre-tax basis.

**F. Short-Term & Long-Term Disability**

- 1. The City will provide a short-term and long-term disability plan for Technical and Administrative classifications and Confidential-Clerical classifications who regularly work thirty (30) or more hours per week.

2. 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 50% of base wages up to a maximum of \$1,730 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.
3. 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 pay the premium of the basic long-term disability plan.
4. Employees may elect to purchase (at their own expense) supplemental long-term disability coverage.

#### G. Tuition Reimbursement

Employees who regularly work thirty (30) or more hours per week may request Tuition Reimbursement pursuant to the City's Tuition Reimbursement Policy up to \$1,000 per fiscal year.

#### H. Transportation

##### **Mileage Reimbursement**

Employees 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.

##### **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.

#### I. Uniforms

The City will provide uniforms to employees who are required to wear them while at work. The department head or his/her designee shall set forth the guidelines for uniforms.

J. Safety Equipment

Employees who are required to possess and use safety glasses that require a prescription, the City will reimburse the employee up to \$200 per fiscal year for the purchase of safety glasses with lenses that are purchased in compliance with the American National Standards Institute.

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 rules and regulations governing conditions of employment. A grievance may be filed to appeal disciplinary action.
2. Employee — a non-represented management employee in a classification identified in this salary resolution.

B. Guidelines

1. An employee may file a grievance without jeopardizing the employee's employment. A grievance shall not be filed to establish new rules and regulations, change prevailing ordinances or resolutions, nor circumvent existing avenues of relief where appeal procedures have been prescribed.
2. An employee may select one of the following methods of representation. To most effectively utilize the grievance procedure, the method selected should generally be used throughout the processing of the grievance. The employee may:
  - a. Be self-represented
  - b. Be represented by another person
3. Once a grievance is presented and formal notification has been given to the department that the employee will be represented by another person in the

grievance proceedings, then that representative shall be governed by this policy. The representative shall be entitled to:

- a. Notification of the time and place of the grievance proceedings and the opportunity to be present at such proceedings.
  - b. A copy of any written decisions or communications to the employee concerning the grievance proceedings.
4. A grievance may be initiated only by the employee concerned, except as otherwise provided herein.
  5. An earnest and sincere effort shall be made by all parties to cooperate in the prompt resolution of a grievance in an amicable manner. The time limits may be extended when mutually agreed upon in writing between the appropriate parties. If the employee, or the employee's representative, fails to proceed with the grievance within any of the time limits specified herein, the grievance shall be considered settled on the basis of the last decision rendered.
  6. This is the sole and exclusive method for resolving grievances.

#### C. Grievance Procedure

##### 1. Step 1 (Supervisor)

The employee shall present the grievance in writing to the immediate supervisor within fourteen (14) calendar days following the event or events upon which the grievance is based. If the employee has elected to be represented, assistance by the representative can be utilized in filing/appealing 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 provide a written response 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, the employee shall present the grievance to his/her department head in writing. 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 seven (7) calendar days following the receipt of the supervisor's decision at Step 1. If the employee has elected to be represented, assistance by the representative can be utilized in filing/appealing the grievance.

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 (Advisory Arbitration)

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

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

Within seven (7) calendar days following receipt of the list of arbiters, the parties shall meet to select the arbiter. The parties shall alternately strike one name

from the list of arbiters (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the arbiter.

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

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

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

## Article 8. LAYOFF

### A. Definition

Layoff is defined as any involuntary separation wherein the City eliminates a job without prejudice to the incumbent. Layoff shall result only from a change in the status of a position.

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

The layoff provisions covering Confidential Clerical employees shall be the same as that which covers employees represented by the Pasadena Association of Clerical and Technical Employees.

### B. Authority

The City Manager shall have the authority to eliminate positions within any department because of curtailment of funds, reduction in force due to technological or operational changes, or elimination or modification of any activity or service.

### C. Policy

1. The City will make reasonable effort to accommodate those employees who may be subject to layoff through the process of normal attrition. In the event of the reduction of the work force, existing vacancies shall be used to the maximum extent possible to relocate affected employees, regardless of departmental jurisdiction.
2. Layoff shall be made by specific classification series. Employees with two or less years in their classification series have the right to return to their prior classification series.
3. Within a given class, individuals will be laid off based upon seniority in that classification.
4. The layoff priority of employment categories shall be as follows:
  - a. Temporary or provisional employees.
  - b. Probationary, regular, part-time employees.
  - c. Probationary, regular full-time employees.
  - d. Regular, part-time employees.
  - e. Regular, full-time employees (for purposes of this policy, employees who work 30 hours per week or more are defined as "full-time").
5. Departments which anticipate a possible reduction in staff because of the acquisition of new equipment, change in procedures, or for any other reason, shall notify the Human Resources Department and the affected employee as soon as possible in order that appropriate procedures may be initiated.
6. Employees for whom layoff appears eminent shall be placed upon a Retention List for that class. All vacancies within that class shall be filled from the Retention List prior to using the regular eligible or rehire lists. The conditions applying to this list shall be as follows:
  - a. Based upon seniority in their present class, employees will have the right to transfer to any vacant position in the same class within their department.
  - b. If qualified, employees shall have a right to a demotion to another classification in their own department if a vacancy exists.

- c. If any employees cannot be placed under the provisions of Paragraphs a and b above, such employees may be considered by other departments as follows:
  - i. The employee is physically able to perform the required duties.
  - ii. The position is not one of greater supervisory responsibility and is compensated at a rate equal to or less than the employee's present rate.
  - iii. The employee meets the minimum qualifications and physical standards of the position.

Departments, other than the one in which the particular layoff occurred, are not obligated to accept the laid- off employee.

- 7. Employees transferred to a new position in the same class shall receive the same salary step and retain the same anniversary date as in their previous position.
- 8. Employees who, in order to avoid being laid off, accept voluntary demotion shall be compensated in the established salary range of the class into which they transfer at the step nearest to, but not greater than, that received in their former classification. The employee's rate of pay shall be changed at the time that the reassignment is made or new duties and responsibilities are assumed and the employee shall retain the previous employment date for purposes of step advancement.
- 9. Employees who accept voluntary demotion shall be eligible at any time for reappointment to their previous classification on the basis of seniority when openings occur in the department where the layoff occurred, provided that they are able to perform the duties of the job. Rejection of a reappointment offer shall terminate eligibility for future consideration.
- 10. Employees who are subject to impending layoff may not be transferred to a vacant position with a higher salary range except through participation in the normal examination and selection procedures, as established by the Human Resources Department, or under the terms of Administrative Reassignment, Section IV.E. below.
- 11. Employees who cannot be placed, and must be laid off, shall have their names placed on a Reemployment List and shall be eligible as follows:



- a. To compete in promotional examinations for which they are qualified for a period of 12 months.
  - b. To hold reemployment rights for a period of 12 months and be eligible for any vacancies which may occur during this period in the classifications held by the employee in the department where the layoff occurred, provided that the employee is able to perform the duties of the job.
12. Employees who are laid off will be given the following considerations with regard to their accumulated benefits:
- a. 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. Employee retirement benefits cease at the time of, and will not be paid during a layoff period.
  - b. The employee may remain in a layoff status for a maximum of 12 months. If the employee is recalled during this time, a reinstatement will be made and 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.
  - c. The laid-off employee will have the option of receiving payment for any accumulated vacation and/or sick leave from the 1970 sick bank, within the provisions of the respective policies, at any time during the layoff period. Such payments will be made in one sum.
  - d. Employees who claim payment for accumulated vacation and/or payment from the 1970 sick bank and are subsequently recalled, will begin re-accumulating the claimed benefit(s) on the date that they report back to work.
  - e. 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 or sick bank credit which has not been previously claimed.
13. Employees laid off and given an opportunity to return to a job for which they are qualified shall be allowed a maximum of 14 calendar days after such notification to make themselves available. If an employee refuses such an opportunity to reemployment, the employee will be removed from the Reemployment List.

14. Provisional or temporary employees may be separated by the appointing authority without regard to seniority status, and shall have no reemployment rights, but may be returned to their former place on the eligible list.
15. Employees who: (a) may be transferred, (b) accept a voluntary demotion, (c) are reemployed by the City, shall meet the job requirements of the class into which they are placed.
16. Questions on seniority status, which affect retention and are influenced by previous reclassification actions, shall be adjudicated by the Director of Human Resources.
17. The terms and conditions of this layoff policy will not be used as a substitute for disciplinary action against any employee.

#### D. Procedure

1. Notice: Each affected employee shall receive written notice from the appointing authority, specifying the exact date when layoff is to be effective; and at least two weeks' notice shall be given.

The commencing date of the reemployment rights of the employee shall start from the effective date of layoff.

2. Reemployment List: The Human Resources Department will automatically establish a Reemployment List for a period of 12 months.
  - a. All departments where classifications exist which are on the Reemployment List will be notified of the employee's availability.
  - b. Individuals on the Reemployment List will be appointed to vacancies for which they qualify in the department from which they were laid off, so long as any person in that class is on such a list, before any other names on any other eligible lists--promotional or open competitive--are used.

#### 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.

Exhibit I – Control Rates

Non-Represented Non-Management

Technical & Administrative Classifications  
Effective December 1, 2014

<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>
Ambulance Operator	\$10.2886	\$12.5044
Certified Medical Assistant	\$16.0051	\$19.4536
City Attorney Investigator	\$24.2470	\$30.3088
Community Services Specialist	\$14.1356	\$16.9165
Dental Assistant	\$15.5445	\$19.4305
Dental Hygienist	\$24.2470	\$30.3088
Engineering Aide	\$23.2790	\$29.1935
Equipment Mechanic Apprentice	\$18.0153	\$26.7382
Fire Inspector	\$30.2260	\$37.7919
Graphic Artist	\$21.0731	\$27.2766
Helicopter Mechanic	\$29.8040	\$35.6780
Information Technology Technician II	\$21.4204	\$28.5560
Inspector Trainee	\$23.2655	\$29.0715
Irrigation Specialist	\$22.0715	\$26.7655
Maintenance Inspector	\$23.8485	\$29.2885
Medical Biller	\$17.4151	\$23.4124
Page	\$10.6355	\$12.4807
Planning Aide	\$21.2294	\$24.9705

Police Cadet	\$14.0006	\$16.7255
Rangemaster	\$22.9534	\$27.6608
Recreation Facilities Assistant	\$12.6026	\$16.8485
Recreation Leader III-B	\$11.6259	\$12.3992
Recreation Services Specialist	\$19.9418	\$24.3233
Recreation Site Coordinator	\$15.8176	\$19.7789
Senior Engineering Aide	\$26.5076	\$33.7108
Substance Abuse Counselor	\$16.7394	\$20.4839

Non-Represented Non-Management

Confidential & Clerical Classifications  
Effective December 1, 2014

<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>
Legal Secretary (c)	\$23.1147	\$29.6340
Paralegal (c)	\$28.2711	\$35.6776
Staff Assistant I (c)	\$16.7761	\$21.5896
Staff Assistant II (c)	\$17.8219	\$22.8361
Staff Assistant III (c)	\$18.8963	\$25.0137
Staff Assistant IV (c)	\$20.8097	\$26.9867

Non-Represented Non-Management  
Hourly Classifications  
Effective December 1, 2014

<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>
Administrative Intern	\$12.4836	\$18.7254
Aquatics Supervisor	\$23.5501	\$28.2845
City Service Worker	\$9.1963	\$85.6686
City Temporary Worker	\$8.3224	\$85.6686
Firefighter Trainee		\$24.0170
Instructor I		\$10.2807
Instructor II		\$11.7351
Instructor III		\$14.6722
Instructor IV		\$18.3468
Junior Lifeguard		\$10.1016
Library Page	\$10.6355	\$12.4807
Lifeguard	\$12.4949	\$13.9478
Police Trainee		\$32.1921
Pool Manager	\$13.5341	\$22.6271
Public Service Coordinator	\$9.1963	\$85.6672
Recreation Leader I	\$9.6181	\$10.2693
Recreation Leader II	\$10.5812	\$11.2865
Recreation Leader III	\$11.6259	\$12.3992
Senior Lifeguard/Instructor	\$16.3418	\$18.7492