

**CITY OF SAN MATEO  
RESOLUTION NO. \_\_\_\_ (2019)**

**APPROVING AMMENDMENTS TO THE DEPARTMENT HEAD  
AND DEPUTY DIRECTOR COMPENSATION PLAN**

WHEREAS, the Department Heads and Deputy Directors are not represented by a bargaining group, and compensation is determined by the City Council; and

WHEREAS, executive positions consist of the at-will heads of city departments who serve at the pleasure of the City Manager; and

WHEREAS, Deputy Director classifications are in the competitive service as defined by Municipal Code Chapter 2.57; and

WHEREAS, a consolidated compensation plan specific to the Department Heads and Deputy Directors has been set forth in a resolution; and

WHEREAS, this is within the amount budgeted for salary increases for Department Heads and Deputy Directors in the fiscal year 2018/2019 adopted budget;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN MATEO, CALIFORNIA, RESOLVES that:

The amendments to the Consolidated City Manager, City Attorney, Department Head and Deputy Director Compensation Plan, for Department Head and Deputy Director classifications, are approved as follows, and salaries as set forth in Exhibit A attached hereto.

**SALARY**

Successful employee performance is a key factor in determining compensation.

Salaries have been established for the City Manager and the City Attorney. The current amounts are listed in Exhibit A.

A three step salary range has been established for each Department Head and Deputy Director classification. The current salary ranges are listed in Exhibit A. Salary placement is based upon performance review and experience. Adjustments to salary ranges will be considered at the time salary changes are adopted for represented management employees.

The City Manager is authorized to offer unrepresented management employees or potential unrepresented management employees, on a case by case basis, additional fringe benefits incentives, not to exceed 10% of the position's base salary.

**TEMPORARY UPGRADE PAY**

In the event the City Manager determines that it is necessary to assign a Department Head or Deputy Director to perform all of the duties of a higher paid classification for two or more consecutive workweeks, he/she shall receive payment for the higher classification for the entire duration of the assignment. The City Manager shall set the salary within the established salary range. Except with the approval of the City Manager, a temporary upgrade assignment shall not continue for longer than one year.

When an employee performs a significant portion but not all of the duties of a higher paid classification, the employee may petition the City Manager for a differential in pay of up to 10%, to be determined by duties assigned for this work out of class.

### **EMERGENCY WORK**

In the event a City Council declared emergency necessitates the devotion of excessive working time by certain management employees in order to maintain essential public services, the City Manager may authorize overtime on a case-by-case basis. Such authorization shall terminate upon cessation of the City Council declared emergency.

### **PERSONAL TRAINING**

Department Heads and Deputy Directors are encouraged to attend instructional programs, conferences and seminars as available in the department's budget. If the cost to attend exceeds \$2,000, attendance must be pre-approved by the City Manager.

### **LEAVE ACCRUALS**

Employees shall accrue vacation leave, sick leave and holiday leave on a pro-rata basis in proportion to regular hours on the payroll. Credit shall not be received for time off without pay. Vacation leave, sick leave, and holiday credits shall accrue from date of appointment

Absences of less than four hours shall not be deducted from leave balances. Employees are expected to work a minimum of 40 hours per week, with schedules that may vary from day to day based on workplace needs.

### **HOLIDAYS**

The holidays to be observed are as follows:

- A. New Year's Day, January 1st
- B. Martin Luther King's Birthday, 3rd Monday in January
- C. President's Day, 3rd Monday in February
- D. Memorial Day, last Monday in May
- E. Independence Day, July 4th
- F. Labor Day, 1st Monday in September
- G. Veteran's Day, November 11
- H. Thanksgiving Day, 4th Thursday in November
- I. The day after Thanksgiving
- J. Christmas Day, December 25th
- K. Every day approved by the City Council as a public holiday, public fast, or a day of mourning
- L. Three (3) floating holidays to be taken on working days mutually agreeable to the employee and the department. Employees shall accrue twelve (12) hours of floating holiday time during the first full pay period in January and July each year.

If a holiday falls on Sunday, the following Monday shall be observed. If a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on one's

regularly scheduled day off, holiday time shall be granted.

In the event holidays fall while an employee is on vacation leave, such holidays shall not be charged as vacation leave.

Realizing that not all Safety Department Heads and Safety Deputy Directors are able to take holidays when they fall, as determined by the City Manager, such managers shall be compensated for thirteen (13) holidays a year by being placed on a bi-weekly holiday factor. Holiday leave shall never accumulate to more than eighty (80) hours. All other employees have a forty (40) hour maximum holiday accumulation.

### **VACATION**

Vacations are essential to the employee's welfare and they are granted by the City to allow employees relaxation and rest from their duties. It is the policy of the City not to allow the excess accumulation of vacation leave. All full-time employees shall be entitled to vacation leave with pay as provided below after completion of continuous service with the City. The time at which an employee may take vacation shall take into consideration the needs of the City.

Employees shall accrue a vacation allowance at the rate of 20 days per year for the first 12 years of service, 22.5 days per year for 13 through 23 years of service, and 25 days per year at the beginning of 24 years of service. The above allowances shall be pro-rated for employees beginning employment or leaving employment with the City during a biweekly pay period.

The City Manager is authorized to provide at-will department heads with vacation accrual based upon the number of years of prior service with public entity employers. The City Manager and City Attorney are provided with this benefit.

The City Manager can provide new Department Heads and Deputy Directors with a balance of up to 80 hours of vacation leave upon hire. The City Manager and City Attorney are provided with this benefit.

Department Heads and Deputy Directors may not accrue more than two times (2x) their vacation leave.

Employees who leave employment shall be paid the straight-time salary equivalent in a lump sum for all accrued vacation leave earned. Such compensation for prorated vacation of separated employees shall be paid by adding or deducting from his or her final paycheck.

### **VACATION SELL BACK**

An employee may make an irrevocable election to sell back to the City eighty (80) hours of accumulated vacation at the employee's established rate of pay per calendar year. At the time of election, the employee must already have taken a minimum of two (2) weeks' vacation in the preceding twelve (12) months.

Requests must be received by Payroll no later than December 31 for the following year elections. No employee can elect to sell back more than their annual vacation accrual. Elected

hours not requested for distribution (sell back) by December 1 will be automatically distributed in the next pay period (sell back cannot be more than the hours available at time of distribution).

### **SICK LEAVE**

The purpose of sick leave is to continue the compensation of employees who must remain off their jobs because of illness or disability. Such sick leave is a privilege which employees can exercise in the event of his/her bona fide illness or disability or in the event their presence away from work is essential because of illness, death or disability of their immediate family.

For full-time employees, leave shall be accrued at the rate of 3.7 hours for each biweekly pay period (12 days per year). Unused sick leave shall be accumulated. Any employee who is on paid leave shall continue to earn sick leave. An employee who is on leave without pay shall not accrue sick leave. Sick leave shall accrue during an absence due to a work related disability.

The City Manager can provide new Department Heads and Deputy Directors with up to 80 hours of sick leave upon hire. The City Manager and City Attorney are provided with this benefit.

A Department Head is responsible for determining that only bona fide personal or family sick leave is taken, consistent with standards established by the City. This may include the submission of a doctor's certificate with prior notice.

### Protected Sick Leave

Protected sick leave may be taken and if taken, shall be charged to sick leave, vacation, holiday, or executive leave for the following reasons:

- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee.
- The diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee's family member.
- An employee who is a victim of domestic violence, sexual assault, or stalking.

Employee family member means parent, spouse, domestic partner, son, daughter, domestic partner's child, sibling, stepchildren, mother-in-law, father-in-law, grandparents and grandchildren.

Not more than six (6) days of such protected sick leave shall be granted in any one (1) calendar year. However, if extenuating circumstances exist in the opinion of the City Manager, a reasonable extension of the six (6) day limit may be granted. Any additional leave so granted shall be charged against the worker's sick leave accumulation.

### Family Care Leave

In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the City will grant job protected unpaid family and medical leave to eligible workers for up to 12 weeks per rolling 12-month period. The City-wide policy will adhere to applicable Federal and State laws.

Bereavement

In the event of a death in the immediate family, employees may take accrued sick leave of up to three (3) days (two (2) shifts for 56-hour employees), or up to five (5) days at the discretion of the City Manager. Bereavement Leave shall be tracked separately from Protected Sick Leave. In this context, immediate family shall be defined as: spouse, domestic partner, child, foster child who resided with the employee at the time of his/her death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law or grandchildren.

Sick Leave Payout

Upon service or disability retirement, employees shall be paid fifty (50%) of their accrued sick leave up to a maximum of four hundred eighty (480) hours payment; see "DEFERRED COMPENSATION AND RETIREMENT HEALTH SAVINGS ACCOUNT (RHSA)" section for more details. No payments of sick leave shall be due or owed to anyone who is terminated by the City.

**DISABILITY LEAVE**

The purpose of this Section is to continue the compensation of employees who must remain off their jobs as a result of disability occasioned or injury received as a result of the discharge of their duties as employees of the City. The Department Head is responsible for determining that only bona fide disability leave is taken.

For each disability, employees shall be allowed disability leave up to and including sixty (60) working days. Such disability leave shall be at full pay, less the amount paid by Workers' Compensation. Disability in excess of that provided in this Section shall be compensated for only under the provisions of the Workers' Compensation Act of the State of California

If the sixty (60) working days is exhausted, additional time off may be charged to sick leave with the following exception; employees shall not be charged sick leave for that portion of their salary for which temporary disability payments are received under the State Worker's Compensation Law.

Additional compensation may be awarded by Resolution of the City Council to employees disabled or injured in line of duty, if recommended by the City Manager.

**JURY LEAVE**

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee notifies their Department Head immediately of the notice of jury duty.

**MILITARY LEAVE**

Military leave shall be granted by the City in accordance with the provisions of State and Federal laws.

### **LEAVE OF ABSENCE WITHOUT PAY**

Regardless of the combination of paid and unpaid leave used, a leave of absence shall not exceed twelve (12) months in duration, unless otherwise required by law.

Leaves of absence may be granted in cases of illness; in cases of personal emergencies, including childbirth; for education and training; or when such absences would not be contrary to the best interests of the City. Any request for leave of absence shall be made in writing for review and approval by the City Manager.

### **LONG TERM DISABILITY INSURANCE**

The City shall provide long-term disability insurance providing for a sixty (60) day elimination period, subject to prior exhaustion of accrued sick leave or other applicable benefits, and payment of a monthly benefit equivalent to sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ) of full basic monthly salary less any deductible benefits.

### **SOCIAL SECURITY**

Social Security for miscellaneous employees is paid equally by the City and the employee at 6.2% on the Social Security Wage Base,

Safety employees hired on or after April 1, 1986 pay 1.45% as the Medicare cost of Social Security.

### **RETIREMENT**

Retirement benefits shall be compensated for under applicable legislation pertaining to the California Public Employees' Retirement System (CalPERS). The City currently provides the following retirement benefits:

#### Safety

- 3% @ 50 Formula with Single Highest Year Final Compensation for safety employees hired before December 9, 2012.
- 3% @ 55 Formula with highest average annual pensionable compensation earned during 36 consecutive months of service for "classic" members hired on or after December 9, 2012.
- 2.7% @ 57 Formula with highest average annual pensionable compensation earned during 36 consecutive months of service for "new" members hired on or after January 1, 2013.
- 1959 Survivor Benefit Level 4
- COLA 2% in retirement
- Death Benefit (DB) Continues (spouse continues to get DB after remarriage)
- Pre-Retirement Option 2 DB (If retirement eligible employee dies prior to retirement, spouse can elect to get ongoing retirement benefits)
- Military Service Buyback
- Retired Death Benefit (DB) \$500
- Prior Service Credit
- Peace Corps: VISTA Buyback

Classic members with the 3% @ 50 Formula or 3% @ 55 Formula pay 50% of the total normal cost rate. The contributions toward employer rate will be pre-tax under 414(h)2. New members of PERS hired after January 1, 2013 with the 2.7% @ 57 Formula pay 50% of the normal cost rate. The contributions toward employer rate will be pre-tax under 414(h)2.

#### Miscellaneous

- 2% @ 55 Formula with single highest year compensation for “classic members” hired before December 9, 2012.
- 2% @ 55 Formula with three year final compensation for “classic members” hired on or after December 9, 2012.
- 2% @ 62 Formula with three year final compensation for “new members” hired on or after January 1, 2013.
- Social Security Coverage
- COLA 2% in retirement
- Death Benefit (DB) Continues (spouse continues to get DB after remarriage)
- Pre-Retirement Option 2 DB (If retirement eligible employee dies prior to retirement, spouse can elect to get ongoing retirement benefits)
- Military Service Buyback
- Retired Death Benefit (DB) \$500
- Prior Service Credit
- Peace Corps: VISTA Buyback

Classic members with the 2% @ 55 Formula pay 50% of the total normal cost rate. The contributions toward employer rate will be pre-tax under 414(h)2. New members hired after January 1, 2013 with the 2% @ 62 Formula pay 50% of the normal cost rate. The contributions toward employer rate will be pre-tax under 414(h)2.

#### **HEALTH INSURANCE**

The City shall make contributions on behalf of employees eligible for Group Medical Coverage under the various plans available to the City in the amounts necessary to a maximum contribution of \$160.00 per employee per month. The City's health contribution during part-time employment shall be made on a pro rata basis in accordance to hours on the payroll.

The City shall make available to eligible current and retired employees, benefits equal to the Meyers-Geddes State Employees' Medical and Hospital Care Act.

#### **FLEXIBLE BENEFITS PLAN**

All contributions to the flexible benefits plan are contingent upon compliance with state and federal rules and regulations. Benefits shall be taxed as required by law.

The City shall contribute up to \$ 1,824.88 (inclusive of the \$160 maximum City contribution towards group medical insurance) per month towards the flexible benefit plan.

On January 1, 2019 and each January during the term of this Agreement, the City's contribution to the Plan will be increased up to 100% of the Bay Area Kaiser Single rate, 90% of the Bay Area Kaiser Two-Party rate, and 90% of the Bay Area Kaiser Family rate.

If an employee is eligible for alternative group medical insurance through a spouse or domestic partner's employer-sponsored medical plan, or through a parent's insurance, the employee may waive the City's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the City plan. Any employee who waives medical coverage entirely shall be eligible to receive \$160.00 per month as taxable income.

#### **LIFE INSURANCE**

The City shall provide \$50,000 life insurance and \$10,000 accidental death and dismemberment insurance without regard to membership in any health plan.

#### **DENTAL INSURANCE**

The City shall provide dental care benefits for employees and their dependents including domestic partners. The dental benefits 100/80/80 include a maximum calendar year payment of \$3,000 and 50% orthodontic coverage with a 3,500 lifetime maximum.

#### **VISION INSURANCE**

Vision Benefits include an annual exam, lenses, and frames with an annual deductible of twenty-five dollars (\$25).

#### **MONTHLY AUTO ALLOWANCE OR MILEAGE ALLOWANCE**

The City Manager and City Attorney shall receive a \$375.00 monthly allowance. With City Manager approval, department heads shall receive a \$375.00 monthly auto allowance.

Upon department head recommendation and City Manager approval, certain deputy directors shall receive a \$300.00 monthly auto allowance.

Employees that do not receive a monthly auto allowance and must use their private vehicles for official city business shall be reimbursed at the IRS established rate.

#### **UNIFORM ALLOWANCE**

The Fire Chief and Deputy Fire Chief shall receive \$27.00 per pay period. The Police Chief and Deputy Police Chief shall receive \$36.73 per pay period.

#### **DAMAGE REIMBURSEMENT**

Safety Department Heads and Safety Deputy Directors shall be reimbursed the reasonable value of any personal equipment or clothing damaged or destroyed in discharging duties under stress or strain where normal caution cannot be exercised.

#### **HOUSING ASSISTANCE**

It shall be the policy of the City to assist newly appointed Charter Officers, consisting of the City Manager, City Attorney and Department Heads, to reside within the City of San Mateo



by making available, as part of their compensation, a secured loan of City funds to acquire local housing. Said loans shall be made available only upon the following terms and conditions:

- It shall constitute a part of the compensation for said employees' services, to be evidenced by a separate written agreement entered into at or near the time of initial appointment.
- The loan shall not exceed an amount which is equal to four (4) times the appointee's annual compensation.
- The loan shall be available only upon residential property within the City which is, in fact, the residence of the employee, and shall be due and payable in full upon termination of the employment.
- The loan must be secured to the satisfaction of the City Council, and evidenced by a promissory note secured by a deed of trust, which shall be due and payable in full upon sale or transfer of the property, or upon termination of the employment of the employee borrower, whichever occurs first.
- The interest rate initially charged on the loan shall equal the interest rate received by the City on the investment of all City funds for the most recently concluded calendar year, as calculated and determined by the City Treasurer. The initial interest rate shall remain constant for five years from date of the initial agreement, and shall thereafter be adjusted on each fifth anniversary of the agreement to the interest rate received by the City for the then most recently concluded calendar year.

#### **DEFERRED COMPENSATION AND RETIREMENT HEALTH SAVINGS ACCOUNT (RHSA)**

Employees are eligible to participate in the City-offered 457 deferred compensation plans. All contributions to deferred compensation plans and retirement health savings accounts are contingent upon compliance with state and federal rules and regulations.

Per Section D.4. of the City Manager Employment Agreement adopted on November 5, 2018, the City Manager shall receive a \$1,500 monthly contribution to the City's deferred compensation plan, as long as he continues to decline medical insurance benefits.

Effective September 10, 2017, the RHSA Plan was modified regarding contributions and separation pay to reflect the following:

Safety Department Heads hired by the City before June 1, 2000:

- 1% City contribution to deferred compensation
- No leave balances to RHSA upon separation from City Service

Safety Department Heads hired by the City on or after June 1, 2000:

- 1% City contribution to RHSA
- 100% of eligible sick leave, and 100% of discretionary leave to RHSA upon separation from City Service

Miscellaneous Department Heads hired before January 1, 1977:

- 2% Employee/City match to deferred compensation

- 0.5% City contribution to deferred compensation
- 100% of eligible sick leave, and 50% of discretionary leave, to RHSA upon separation from City Service

City Manager, City Attorney, and Miscellaneous Department Heads hired on or after January 1, 1977:

- 2% Employee / City match to RHSA
- 0.5% City contribution to deferred compensation
- 100% of eligible sick leave, and 100% of vacation leave, to RHSA upon separation from City service

Safety Deputy Directors:

- 2% Employee contribution to RHSA
- 1% City contribution to deferred compensation
- 100% of eligible sick leave, and 100% of vacation leave, to RHSA upon separation from City Service

Miscellaneous Deputy Directors:

- \$50.00 per pay period employee contribution to RHSA
- 2% Employee / City match to deferred compensation
- 0.5% City contribution to deferred compensation
- 100% of eligible sick leave to RHSA upon from City service

### **SEVERANCE**

Employees separating from the City shall not be allowed to remain on the payroll after their last day at work. Severance payment shall be provided in a lump-sum for all leave accrual eligible for payout. The intent of this paragraph is to prevent employees from running out vacation and thereafter not returning to work or returning for only a very short time period.

With City Manager approval, Department Heads shall be eligible for severance payment equal to as much as six months of base salary and six months benefits payment or continuation of benefits upon involuntary termination without “just cause”.

### **PROFESSIONAL DUES**

Upon request, the City shall pay a reasonable amount for membership dues for one professional organization for each employee.

### **PERFORMANCE EVALUATIONS**

Employee performance goals are set early in the evaluation year. A mid-year review of the employee’s progress towards completing the performance goals should occur. A written evaluation shall be completed by the supervisor and reviewed with the employee at the end of the evaluation year.

## **EMPLOYMENT PROVISIONS SPECIFICALLY FOR DEPUTY DIRECTORS**

### **PROBATIONARY PERIOD**

The probationary period is the length of time required for an employee to become proficient in his/her position, and for the Department Head to adequately judge the proficiency. The standard probationary period shall be twelve months, but the Department Head may shorten or lengthen it by up to six months depending on the proven proficiency of the probationer.

### **LIMITED DURATION POSITION**

The City may hire employees in limited duration positions (non-permanent positions) that will not exceed three (3) years for any of the following reasons: (1) where the position is created for a project(s) or work that is expected to be completed within three (3) years; (2) where the position is funded by grant funds of three (3) or less years in duration; or (3) where the position is funded by moneys from capital or enterprise funds that may be unavailable after three (3) years. Employees shall be informed of the duration of the position at the time of employment. At the end of the position's duration, employment shall terminate and the employee shall not have layoff rights, bumping rights, severance payments or reemployment rights. This provision shall supersede Personnel Rule Sections 1 (13) and (24). Should an employee who was originally hired to fill a limited duration position be later appointed to a permanent merit position, his/her hire date will be that date that service began in the limited duration position.

### **CONTINUOUS SERVICE**

Continuous service shall mean service in any merit classification since original appointment with the City, excluding any time prior to a break in service. One (1) year of completed continuous service shall include, but not be limited to, all time while the employee is on sick leave and/or vacation leave. Neither military leave nor leave of absence without pay shall constitute an interruption in computing continuous service. However, leaves of absence without pay of over one month shall not be included when computing length of continuous service for vacation purposes.

### **EXECUTIVE LEAVE**

Deputy Directors shall accrue forty-eight (48) hours per year of executive leave, on a pay period basis. Executive leave shall have a maximum balance of eighty (80) hours. Deputy Directors may sell back up to forty (40) hours per calendar year, following the procedures outlined in 'VACATION SELL BACK'.

A Department Head may recommend to the City Manager that an additional amount of executive leave be authorized, up to an additional forty (40) hours. This additional leave may be granted based on excessive hours, the value of the extraordinary effort, and the performance of the employee. The City Manager has full discretion in deciding whether to grant additional leave. In the event that the additional hours take the employee over the eighty (80) hour maximum, they must sell back any hours above the maximum accumulation allowable.

### **LAYOFF**

Whenever, in the judgment of the City Council, it becomes necessary to abolish a position(s), including the reduction of work hours over twenty percent (20%) per year, the employee(s) displaced shall be deemed to be laid off (employees may accept an hours reduction in excess of twenty percent (20%) without exercising their layoff rights). The rights of employees affected by the abolishment of positions by the City Council shall be hereafter set forth.

Seniority for purposes of layoff need not be continuous and shall include total accumulated length of service under the following types of appointment:

- Emergency appointment under SMMC 2.57.60(h) or previous SMMC Section 2.57.020 (11).
- Regular appointment under SMMC 2.57.080.
- Provisional appointment under SMMC 2.57.070(d).
- Appointment as City Manager's assistants under SMMC 2.57.060(a) from a position in the classified service.
- Appointment as a Department Head under SMMC 2.57.060(d) from a position in the classified service.

In the case of ties, seniority shall be determined on the basis of greater hire date seniority, then by random number if necessary.

#### Seniority for Layoff Purposes

- The least senior employee in the classification from which the position is abolished is to be first laid off. Prior to layoff of regular employees, temporary and/or provisional employees in the same classification will be laid off first. For purposes of initial layoff, seniority means time in the classification in question. Flexibly staffed positions will be considered a single classification for layoff purposes.
- For the purposes of Bumping Rights, seniority is defined as seniority within the classification and seniority in a directly related higher classification; i.e., a classification that is within the promotional line and has a higher salary.

#### Bumping Rights

Employees laid off may elect to be reassigned to a formerly held classification in any Unit held by an employee with less seniority as defined in 22.2, provided the following conditions are met:

- The formerly held classification exists and has positions allocated and budgeted. Formerly held position includes successor classification if determined by the City to exist. A successor classification exists where the Personnel Board has changed the title of a position or included new duties in the same titled classification, provided that a competitive test was not thereafter given for the retitled or re-dutied classification.
- The employee has the ability to perform the essential functions of the formerly held classification. Qualifications may be tested by the City as described in the current job description.
- If the employee has more than one formerly held City classification, they shall bump to the classification most recently held; the employee may bump into

another formerly held classification if no position is available in the "most recently held" classification.

Mutually Agreed Upon Transfer

The City and an employee who has been laid off or bumped may agree to an appointment to a classification that has a vacant position without the need for competitive testing. The following conditions shall apply:

- The City may test the ability of the employee for the position prior to City's decision on whether it will mutually agree to the transfer;
- The appointment shall be subordinate to the bumping rights of other employees and may not be used to prevent another employee from having access to the vacant position if permitted by the bumping provisions.

Severance Package

In the event there is not a less senior, formerly held position for the employee to access through layoff or bumping, the employee will be provided a severance package equal to two (2) weeks of pay for each complete year of service, to a maximum of six (6) months' worth of pay. The City shall make arrangements to provide employees laid off with job search assistance for forty five (45) days following the effective date of layoff. Job search assistance shall include job and career counseling, resume preparation, and job search assistance at City expense.

Salary in Event of Change Due to Layoff

An employee's rate of compensation in the event of position change resulting from layoff shall be the salary step in the classification to which the employee is laid off which is closest to the base salary received immediately prior to layoff.

Notice of Layoff

The City will notice the employee to be laid off and the employees who will be impacted by bumping by registered mail or hand delivery. Affected employee organizations shall be noticed concurrently by registered mail. The notice shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been provided to the Human Resources Department by the employee. After notice to the employee and employee organizations, the names of employees to whom layoff notices have been sent will be posted at the Human Resources Department in City Hall. The notice shall state the layoff action to be taken, the options available to the employee, reemployment rights, and layoff procedures. Employees shall have ten (10) calendar days to inform the Human Resources Department in writing of the decisions on options stated in the notice. In the event that the employee fails to state their decision, the City shall select an option and City's decision shall not be subject to appeal. The City shall select an option that retains employment with the City if such option exists. The failure to receive notice shall not be grounds to set aside actions taken.

Effective Date of Layoff

(30) calendar days after notice is mailed to the employee, unless a later effective date is stated in the notice. An appeal shall not modify the effective date, provided, however, that

where an appeal is successful and the layoff is nullified the employee shall be provided salary and benefits as if there was not a layoff.

#### Appeal of Layoff

An employee may not appeal the decision to layoff his/her position, but may appeal the order of layoff, the bumping provisions (except the test or results of a test of qualifications), and the seniority computation by filing a written appeal with the Human Resources Department stating the basis of the appeal. An appeal must be filed within fourteen (14) calendar days of mailing of notice. The appeal shall be heard by the City Manager/designee within ten (10) calendar days of filing the appeal. A decision will be rendered within ten (10) calendar days of the hearing. Notice will be given by first class mail to the employee and the Association. A further appeal to the Personnel Board may be filed within five (5) calendar days of mailing by filing a written appeal with the Human Resources Office stating the basis for the appeal. The hearing will be held within ten (10) calendar days of the filing of the appeal or as soon thereafter as a quorum of the Board may be gathered and a decision rendered within five (5) calendar days of the hearing.

#### Recall and Reinstatement

Employees shall be entitled to recall rights to the position from which they were laid off or bumped for a period of two (2) consecutive years from the effective date of layoff or bumping. The effective date of layoff or bumping shall be the employee's last day of work in the classification from which they were laid off or bumped.

When a vacancy occurs in a job classification, laid off or bumped employees eligible to return to that job classification shall be recalled in the inverse order of bump or layoff. Permanent employees who were laid off or bumped are eligible to return to the job classification in which permanent status was held. Employees reinstated under this Section shall not be subject to a new probationary period. Probationary employees who did not have permanent status at the time of layoff shall be required to serve the remainder of any probationary period upon recall.

When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been furnished by the laid off/bumped employee. To expedite recall, more than one employee may be notified of an opening.

The employee shall have fourteen (14) calendar days to reply to City from the date of mailing of the recall notice. If employees fail to respond within fourteen (14) calendar days of notice to the City, they shall lose all recall rights. It is the responsibility of the employee who has been laid off to keep the City informed of their address and telephone number. The City has no responsibility to attempt to trace an employee if notice of reinstatement is not delivered by the Post Office.

Employees reinstated after layoff shall be treated as though they have been on leave of absence without pay in computing salary, vacation, sick leave and other benefits. The right

to reinstatement is contingent upon the ability of the employee to perform the essential functions of the position to which the employee is being returned.

### **REEMPLOYMENT**

Any permanent employee, separated from a position through resignation and without fault of delinquency on their part, upon recommendation of the reemploying Department Head may be reemployed to the former position, or to another position in the same class, within two (2) years, provided there is an authorized vacancy and the employee meets the requirements for employment. Reemployed employees shall be subject to a probationary period, and upon the recommendation of the reemploying Department Head, may receive credit for former employment in the determination of the amount of vacation allowance, sick leave, other benefits and their salary step.

### **DISCIPLINARY ACTION**

Employees who are safety personnel covered by the Police Officers' Bill of Rights (POBR) or the Firefighter Bill of Rights (FBOR) shall continue to have those rights afforded them.

The term "disciplinary action" shall include the following actions which may be taken by a Department Head:

- A. Letter of Reprimand (for employees covered by the POBR and the FBOR only)
- B. Suspension without pay up to thirty (30) calendar days;
- C. Salary reduction;
- D. Demotion; or
- E. Dismissal.

A reduction in hours or a change in schedule, scheduling for work load reasons, a change in work assignment, layoff, letter of reprimand, and performance evaluations shall not be considered as discipline (unless otherwise noted above).

Whenever a disciplinary action is proposed to be taken against a deputy director, he/she shall be notified in writing of the proposed disciplinary action at least five (5) working days in advance of the pre-disciplinary ("Skelly") hearing. "Working days" is defined as days on which City Hall is open for business. Such written notification shall include a statement of the proposed disciplinary action to be taken; a statement of the facts upon which the disciplinary action is based which shall set forth clearly and with such particularity the charges against the employee so he/she can understand said charges; a statement indicating the cause for the disciplinary action pursuant to the Personnel Rules or other relevant City policies; and a statement describing any actions taken against the employee in the past.

Whenever disciplinary action is taken against a deputy director, he/she shall be notified in writing of the action taken. Such written notification shall include a statement of the disciplinary action taken; a statement of the facts upon which the disciplinary action is based, which shall set forth clearly and with such particularity the charges against the employee so he/she can understand said charges; a statement indicating the cause for the disciplinary action pursuant to the Personnel Rules or other relevant City policies; a statement describing any actions taken against the employee in the past; and a statement

advising the employee that the written notice is to be placed in his/her official personnel file and that he/she has a right to appeal to the Personnel Board. A Department Head may impose discipline immediately.

#### **APPEAL OF DISCIPLINARY ACTION**

A deputy director can appeal the receipt of disciplinary action to the Personnel Board by delivering a written notice of appeal to the Human Resources Department within ten (10) working days of the date the written notice of disciplinary action was served upon him/her. In the event the deputy director fails to deliver a notice of appeal to the Human Resources Department within said ten (10) working day period, the disciplinary action shall become final, and the Deputy Director shall have no further right to appeal.

The written notice of appeal filed with the Human Resources Department shall not be required to be in any particular format; however, it shall contain at least the following information:

1. The name and address of the deputy director;
2. The date of the disciplinary action and a statement to the effect that the deputy director appeals the disciplinary action; and
3. The notice of appeal shall be dated and signed by the deputy director or by his/her representative.

When the Human Resources Department receives a notice of appeal which complies with the requirements set forth herein, the Human Resources Director shall schedule the matter for hearing. For a Letter of Reprimand (for employees covered by the POBR and the FBOR only), the hearing is with the Department Head or his/her designee. For suspension without pay, in-grade salary reduction, demotion, or dismissal, the hearing is scheduled at the next available regular meeting of the Personnel Board at least fifteen (15) working days after receipt of the notice of appeal. For employees covered by the FBOR, an administrative law judge shall preside at the appeal hearing, rule on the admission and exclusion of evidence, and advise the Personnel Board on matters of law. The Personnel Board itself shall exercise all other powers relating to the conduct of the appeal hearing.

For Letters of Reprimand issued to employees covered by the POBR or the FBOR, the Department Head or his/her designee shall render a final decision concerning the appeal following the hearing, within ten (10) days after the matter is submitted. The decision of the Department Head or his/her designee shall be final and conclusive. For suspension without pay, in-grade salary reduction, demotion, or dismissal, the Personnel Board shall render written findings and recommendations and final decisions concerning the appeal within ten (10) working days after the matter is submitted. The decision of the Personnel Board shall be final and conclusive unless determined otherwise by a court of competent jurisdiction.

#### **SAFETY SHOES**

The City shall provide a reimbursement of up to \$200.00 every two years for one (1) pair of safety shoes for classifications approved for reimbursement by the department head as deemed necessary. Said reimbursement shall be paid against official receipts for safety shoe



expenditures. Safety shoes shall be defined by a classification's standard or by the employee's department head.

Department Head and Deputy Director Compensation Plan Amendments

## Consolidated City Manager, City Attorney, Department Head and Deputy Director Compensation Plan

## Exhibit A: Salary

City Manager and City Attorney

The salary for City Manager was effective December 23, 2018 based on City Council action taken on November 5, 2018. The salary for City Attorney is effective September 9, 2018 based on City Council action taken on September 4, 2018.

TITLE	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
CITY MANAGER	\$127.40	\$10,192.31	\$22,083.33	\$265,000.00
CITY ATTORNEY	\$112.81	\$9,025.09	\$19,554.35	\$234,652.22

Salary is based on a 40-hour work week.

Department Heads

Effective September 9, 2018, the City Manager shall establish salaries for department heads for their respective positions at a step within the monthly ranges indicated below.

JOB CODE	TITLE	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
1260	ASSISTANT CITY MANAGER	STEP 1	107.31	8,585.11	18,601.08	223,212.93
		STEP 2	112.68	9,014.37	19,531.13	234,373.57
		STEP 3	118.31	9,465.09	20,507.69	246,092.25
1140	CHIEF OF POLICE	STEP 1	114.35	9,147.91	19,820.48	237,845.73
		STEP 2	120.07	9,605.31	20,811.50	249,738.01
		STEP 3	126.07	10,085.57	21,852.08	262,224.91
1230	CITY CLERK	STEP 1	85.10	6,808.28	14,751.28	177,015.33
		STEP 2	89.36	7,148.70	15,488.84	185,866.09
		STEP 3	93.83	7,506.13	16,263.28	195,159.40
1210	CITY LIBRARIAN	STEP 1	95.99	7,679.41	16,638.72	199,664.64
		STEP 2	100.79	8,063.38	17,470.66	209,647.87
		STEP 3	105.83	8,466.55	18,344.19	220,130.26
1160	DIRECTOR OF COMMUNITY DEVELOPMENT	STEP 1	96.10	7,687.68	16,656.63	199,879.57
		STEP 2	100.90	8,072.06	17,489.46	209,873.55
		STEP 3	105.95	8,475.66	18,363.94	220,367.23
1270	DIRECTOR OF INFORMATION TECHNOLOGY	STEP 1	93.61	7,489.11	16,226.40	194,716.86
		STEP 2	98.29	7,863.57	17,037.73	204,452.70
		STEP 3	103.21	8,256.74	17,889.61	214,675.34
1250	DIRECTOR OF PARKS & RECREATION	STEP 1	96.10	7,687.68	16,656.63	199,879.57
		STEP 2	100.90	8,072.06	17,489.46	209,873.55
		STEP 3	105.95	8,475.66	18,363.94	220,367.23

Department Head and Deputy Director Compensation Plan Amendments

1120	DIRECTOR OF PUBLIC WORKS	STEP 1	101.47	8,117.57	17,588.06	211,056.77
		STEP 2	106.54	8,523.45	18,467.47	221,609.61
		STEP 3	111.87	8,949.62	19,390.84	232,690.09
1220	FINANCE DIRECTOR	STEP 1	101.24	8,099.16	17,548.18	210,578.19
		STEP 2	106.30	8,504.12	18,425.59	221,107.10
		STEP 3	111.62	8,929.33	19,346.87	232,162.45
1180	HUMAN RESOURCES DIRECTOR	STEP 1	93.61	7,489.11	16,226.40	194,716.86
		STEP 2	98.29	7,863.57	17,037.73	204,452.70
		STEP 3	103.21	8,256.74	17,889.61	214,675.34

Salary is based on a 40-hour work week.

Deputy Directors

The Department Head, with City Manager concurrence, has the authority to fix compensation for his/her respective Deputy Director(s) in the same manner the City Manager establishes salary for department heads. A deputy director who disagrees with his/her placement within the range may discuss it with the City Manager.

Effective September 9, 2018, the deputy directors of city departments shall receive monthly salaries for their respective positions at a step within the monthly ranges indicated below.

JOB CODE	TITLE	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
2237	DEPUTY CITY LIBRARIAN	STEP 1	72.62	5,809.36	12,586.95	151,043.44
		STEP 2	76.25	6,099.83	13,216.30	158,595.61
		STEP 3	80.06	6,404.82	13,877.12	166,525.39
2000	DEPUTY CITY MANAGER	STEP 1	78.94	6,315.24	13,683.02	164,196.30
		STEP 2	82.89	6,631.00	14,367.18	172,406.11
		STEP 3	87.03	6,962.55	15,085.53	181,026.42
2135	DEPUTY CDD DIRECTOR	STEP 1	83.56	6,684.93	14,484.01	173,808.13
		STEP 2	87.74	7,019.17	15,208.21	182,498.53
		STEP 3	92.13	7,370.13	15,968.62	191,623.46
2117	DEP DIR PUBLIC WORKS	STEP 1	82.43	6,594.77	14,288.67	171,464.04
		STEP 2	86.56	6,924.51	15,003.10	180,037.25
		STEP 3	90.88	7,270.73	15,753.26	189,039.11
2545	DEPUTY POLICE CHIEF	STEP 1	103.68	8,294.78	17,972.01	215,664.15
		STEP 2	108.87	8,709.51	18,870.61	226,447.36
		STEP 3	114.31	9,144.99	19,814.14	237,769.73

Salary is based on a 40-hour work week.