

**PERSONNEL RULES AND REGULATIONS**

**FOR**

**EXECUTIVE MANAGEMENT**  
**GROUP A AND B EMPLOYEES**

**OF THE CITY OF POMONA**

**Approved by City Council July 17, 2006**

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**PERSONNEL RULES AND REGULATIONS**  
**FOR**  
**EXECUTIVE MANAGEMENT GROUP A AND B EMPLOYEES**  
**OF THE CITY OF POMONA**

**I. SCOPE**

- A. The Personnel Rules and Regulations provisions described herein shall apply to all Executive Management Group A and B employees of the City (hereinafter generically referred to as "employee(s)" as described in Appendix "A" of this Document). Whenever Group A employees are referenced in this document, it shall apply to all Group A employees unless otherwise specified as Groups A-1, A-2 and A-3 respectively.
- B. The Personnel Rules and Regulations provisions described herein shall establish for all affected employees all matters relating to employment conditions and employer/employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment except as provided in Article I.C. This Document is intended to supersede all prior and/or conflicting provisions of any ordinance, City Code section, resolution, or personnel rule or regulation, whether expressed or implied, written or oral.
- C. The City retains all rights not specifically delegated in these Personnel Rules and Regulations provisions including, but not limited to, the right to take any desirable action with respect to any municipal affair.
- D. The employee classifications described in this Document are not represented by an employee organization. Therefore, this Document does not constitute a memorandum of understanding and is not the result of the meet and confer process; rather, this Document is designated to provide Executive Management Group A and B employees with a reference tool regarding terms and conditions of their employment as the same are periodically determined by the City Council.

**II. SALARY/CLASSIFICATION PLAN**

**A. NEW APPOINTMENTS.**

- 1. Group A Employees: Appointment of Group A employees may be made at any salary within the established salary range. Group A employees are considered to be **“at-will”** employees.
- 2. Group B Employees: Normally, appointments of Group B employees shall be made at the minimum of the appropriate pay scale/step. When the appointing authority determines that hiring of a new employee is of

significant benefit to the City and can only be accomplished by hiring the applicant at a step greater than the minimum, the following procedure may be used: upon the recommendation of the Department Director an appointment may be made at Step B or 2 of the salary scale. The Human Resources/Risk Management Director is authorized to approve the hiring of a candidate at Step 3 and the City Manager is authorized to approve the hiring of a candidate at Step 4 or 5. **Group B employees hired or promoted after January 12, 2004 are considered to be "at-will" employees.**

B. SALARY RANGES.

A salary range as described in Appendix "B" of this Document, shall be provided for each Group "A" employee. **Article II.D shall not apply to Group A employees.**

C. PAY FOR PERFORMANCE.

Salary adjustments for Group "A" employees only, shall be pursuant to a "Pay for Performance Plan" rather than by steps. Group "A" employees may be granted an increase in compensation, within their respective salary ranges, with each annual evaluation, based on their performance as follows:

<u>Level of Performance</u>	<u>% of Income</u>
Outstanding	7-9%
Exceeds Expectations	4-6%
Meets Expectations	0-3%
Needs Improvement	0

D. THE SALARY STEP PLAN.

The salary step plan as described in Appendix "B" of this Document shall provide a salary scale for each Group "B", employee job classification. Such salary scale will be divided into five (5) salary steps as follows:

1. FIRST STEP.

The first salary step level will be the minimum rate and shall be the hiring rate. In special cases, when it is merited by experience, education, training or other qualifications, the City may approve the hiring of a candidate for employment at a higher level pursuant to Article II.A.

2. SECOND STEP.

The second salary step level may be granted to an employee after satisfactory completion (Meets Expectations) of six (6) calendar months of service.

3. THIRD STEP.

The third salary step level may be granted to an employee who has proven to be fully satisfactory (Meets Expectations) in a given classification for one (1) additional year of service from the granting of the previous salary step increase.

4. FOURTH STEP.

The fourth salary step level may be granted to an employee who has proven to “Exceeds Expectations” in a given classification for one (1) additional year of service from the granting of the previous salary step increase.

5. FIFTH STEP.

The fifth salary step level may be granted to an employee who has proven to “Exceeds Expectations” in a given classification for one (1) additional year of service from the granting of the previous salary step increase.

6. Employees who are hired or promoted by the City on a step other than Step 1 may advance to the next step, one (1) year from the date of appointment and annually thereafter.

E. CONTINUING PAY FOR PERFORMANCE PROGRAM.

Once a Group “A” or Group “B” employee has reached the top of their salary range or their top step, they may be granted a lump sum, Performance Recognition Payment with their annual evaluation as follows:

Group “A.”

<u>Level of Performance</u>	<u>% of Base Annual Income</u>
Outstanding	7-9%
Exceeds Expectations	4-6%
Meets Expectations	0
Needs Improvement	0

Group “B.”

Those Group “B” employees who receive an “Exceeds Expectations” with their annual evaluation may be granted a lump sum Performance Recognition Payment, in an amount equivalent to 5% of their base annual income.

F. SALARY PLAN ADMINISTRATION.

1. Employees shall be compensated on a bi-weekly basis.
2. An employee will not receive any compensation of any type while on leave of absence without pay or while absent from duty without official leave.
3. If the salary scale for a particular job classification is either increased or decreased, then all employees within that classification shall maintain the same salary step level in the adjusted salary scale.
4. The City Manager may accelerate a salary/salary step advancement for individual employees at his/her discretion.
5. To maintain any given salary step level, an employee must continue to successfully maintain the required level of performance -- that is "Meets Standards" or better. All employees shall receive at least one (1) annual written department performance evaluation. Additionally, the City may at any time assess an employee's performance by conducting a "special" performance evaluation. If any such written departmental performance evaluation does not demonstrate an employee's continued successful performance, that employee may be reduced in salary step level or salary, or demoted in job classification. Any employee who has received such reduction will receive a performance evaluation at least every 90 calendar days.

6. EVALUATION DATE DEFINED.

Department Directors will be evaluated annually as determined by the City Manager. Executive Management and Group B employees will be evaluated according to this section. The Evaluation Date shall be the date on which an employee is to receive a performance evaluation in accordance with the salary step plan. Any change in an employee's job classification, except by virtue of a reclassification, shall be considered as an appointment which establishes a new Evaluation Date.

- a. This definition shall be utilized, as appropriate, throughout this Document unless specifically provided otherwise.
- b. The Evaluation Date for any employee who has taken leaves of absence without pay during the employee's evaluation period, for a total of eighty (80) hours or more, shall be extended by one (1) biweekly pay period for each 80 hours absence.

G. THE PROBATIONARY PERIOD.

1. DEFINED. The probationary period is a working evaluation period following an employee's appointment to City service, or appointment to a new job classification, except by virtue of a reclassification, within City service. Such a period may be reinstated as a result of an employee's poor performance evaluation. The length of the probationary period shall be for twelve (12) months of continuous service unless otherwise specified by the City. As necessary, the City may extend the probationary period up to an additional six (6) months. In addition, at the discretion of the employee's supervisor, said probationary period may be automatically extended by the number of days that the employee has been absent from work during any probationary period or any extensions thereof, or for the number of work days an employee has worked in a light duty assignment. **Article E. "The Probationary Period" does not apply to Group A employees or to Group B employees hired or promoted after January 12, 2004.**
2. Any appointment to, or within, the City service, except by virtue of a reclassification, shall not be deemed to be regular until the successful passage of an employee's probationary period. Such probationary period shall be considered as part of the employee's examination process, during which the City may reject any probationary employee whose performance or qualifications do not fully meet the required standards of employment. Probationers shall serve at the pleasure of the appointing officer or body.

An employee on probationary status may be suspended without pay, demoted or dismissed by the City at any time with or without cause and without right of appeal.

3. Any promotional employee rejected during the probationary period shall be reinstated to the job classification held prior to the promotion, unless the employee is discharged from the City Service, as provided in this Document.
4. Any appointment within the City service shall be tentative and subject to the probationary period during which any newly appointed employee may be rejected by the City without right of appeal.

H. ACTING APPOINTMENTS.

The City may, at its discretion, appoint an employee to an acting capacity in a job classification different than that one currently held by the employee. At the City's discretion, the employee may receive any salary scale/salary increase which may be attendant to such acting service. Any salary scale/salary increase provided to an employee shall be determined in accordance with the

promotion provisions of this Document. Service in an acting capacity shall not continue for a period of time exceeding one hundred and eighty (180) calendar days, nor be considered in establishing an employee's Evaluation Date for the purpose of applying the salary step plan.

The City may extend an acting appointment beyond the 180 calendar days when no other qualified employee is available to serve in the acting capacity, if the employee serving in the acting capacity agrees to the extension of the acting assignment and the extension is approved by the Human Resources/Risk Management Director.

I. RECLASSIFICATION.

The City may, at its discretion, reclassify any position within the City service to accommodate materially changed job duties not anticipated in the original classification and assigned or directed to be performed by the City, but not to include duties voluntarily assumed by an employee. Any such reclassification shall not alter an employee's Evaluation Date. Prior to a reclassification, the City's Human Resources Department may conduct a job audit and, when appropriate, salary survey for the position.

1. RECLASSIFICATION DEFINED. A reclassification is a change in job description and/or job title of a position within the City service to accommodate materially changed job duties not anticipated in the original classification and assigned or directed to be performed by the City, but not to include duties voluntarily assumed by any employee. Salary scale/salary level increases or decreases may, at the City's discretion, accompany a reclassification. Position reclassification is neither a promotion nor a demotion.

J. Y-RATING.

1. Group A Employees and Group B Employees hired or promoted after January 12, 2004: The City may, at its discretion, Y-Rate any Group A or B employee for a period of time as determined by the City Manager.
2. Group B Employees hired prior to January 12, 2004: The City may, at its discretion, Y-Rate any employee in the City service. Such action shall not take effect until the employee has had thirty (30) calendar days advance notice. Upon request, the City shall meet with the employee concerning the impact of the City's decision to apply a Y-Rate to the employee.
  - a. Y-RATING DEFINED FOR GROUP A EMPLOYEES: Normally, Y-Rating shall mean that the salary range for the affected employee shall remain at the same rate until the employee's salary falls within the range set for the position. Normally, benefits and accruals shall be Y-Rated at the Group A level.

- b. Y-RATING DEFINED FOR GROUP B EMPLOYEES: Normally, Y-Rating shall mean the salary scale for the affected employee shall remain at the same rate until the employee's salary falls within the range set for the position.

K. TRANSFER.

An employee may be transferred by the appointing authority at any time from one position to another in the same, comparable, or lower classification. If the transfer involves a change from the jurisdiction of one supervising official to another, both Department Directors must consent. No employee shall be transferred to a position for which the employee does not possess the minimum qualifications.

L. PROMOTION.

1. Group A employees or Group B employees promoted into Group A, may negotiate their salaries. The City may, via a competitive process, promote any Group B employee to a different job classification within the City service having more responsible duties, and/or higher job qualifications, and/or a higher salary scale/salary level. Upon promotion, any employee shall receive a minimum salary increase equivalent to one (1) salary step in the employee's current (pre-promotional) job classification, provided, however, that such increase shall be at least equivalent to the minimum and shall not exceed the maximum salary step level established for the new job classification. A promotion shall establish a new Evaluation Date for purposes of applying the salary step plan.
2. Any sworn employee of the Pomona Police Department promoted to the Group A-3 classification, in addition to the aforementioned, shall retain the Retiree Health benefit provided to Pomona Police Managers' Association employees. Any sworn employee of the Pomona Police Department promoted to Assistant Police Chief shall be eligible for Longevity Pay and Education Incentive as provided to Pomona Police Managers' Association employees.
3. Any sworn employee of the Pomona Police Department promoted to the position of Assistant Police Chief shall be "at-will". If the employee or the City decides to discontinue the at-will appointment to Assistant Police Chief, said employee shall have the right to return to their former, and most recent, rank held within the Pomona Police Department. This provision shall not apply to non-promotional appointments to Assistant Police Chief.

M. DEMOTION.

The City may, in accordance with this Document, demote any employee to a different job classification within the City service having less responsible duties, and/or lower job qualifications, and/or a lower salary scale/salary level. A demotion shall establish a new Evaluation Date for purposes of applying the salary step plan.

N. ASSIGNMENT.

The City may, in accordance with this Document, assign any employee to perform additional duties not normally required of an employee's classification. Employees assigned to work entailing specified duties which require skills and abilities not contemplated in the employee's normal assignments shall receive assignment pay only while so assigned. Assignment pay requires the approval of the City Manager and Human Resources/Risk Management Director.

**III. COMPENSATION AND BENEFITS**

A. SALARY.

1. Effective June 25, 2006, the City shall increase each step within the salary range/scale for each affected employee by two percent (2%).
2. Effective July 9, 2006, the City shall increase each step within the salary scale for each affected employee by one percent (1%).
3. Effective January 7, 2007, the City shall increase each step within the salary scale for each affected employee by one and one half percent (1.5%).
4. Effective July 8, 2007, the City shall increase each step within the salary scale for each affected employee by one and one half percent (1.5%).
5. Effective January 6, 2008, the City shall increase each step within the salary scale for each affected employee by one and one half percent (1.5%).
6. Effective July 6, 2008, the City shall increase each step within the salary scale for each affected employee by one and one half percent (1.5%).
7. Effective January 5, 2009, the City shall increase each step within the salary scale for each affected employee by one and one half percent (1.5%).
8. Effective June 2009, the City shall increase each step within the salary scale for each affected employee to the median of a current salary survey

of the City's fourteen (14) salary survey cities for each classification.

9. Subsections 1-8 herein shall not apply to Group A-3 employee classifications. Increases in the salary scale/range for Group A-3 employee classifications shall be set in the same manner and at the same time and intervals as the salary scale/ranges for the Pomona Police Managers' Association employees.

B. HOURLY RATE AND SERVICE PERIOD DEFINED.

1. BASE HOURLY RATE.

For purposes of payroll computation, the base hourly rate for all affected employees shall be the applicable base salary as set forth in Appendix B, multiplied by 12 and divided by 2080.

2. REGULAR HOURLY RATE.

For purposes of payroll computation, the regular hourly rate for all affected employees shall be the applicable base salary as set forth in Appendix B plus any applicable, additional types of pay, multiplied by 12 and divided by 2080.

3. SERVICE PERIOD.

A service period for any particular employee shall be any service period in which the employee has spent 80 hours in paid status for one (1) biweekly pay period or 40 hours in each pay period as long as it begins and ends within any given calendar month.

a. The City will maintain the employee's benefits (i.e. health, dental, life insurance) and accruals as follows:

- (1) The City will maintain the employee's insurance as long as the employee is in a paid status for any portion of a month.
- (2) Employees will accrue 100% of their leave entitlement if they are in a paid status for the entire biweekly pay period; however, employees will be credited for a prorated amount of leave entitlement equivalent to the percentage of time in a paid status.

C. RETIREMENT.

1. The City shall provide retirement benefits for all miscellaneous employees through participation in the California Public Employees' Retirement System (CalPERS) integrated two percent (2%) at fifty-five (55), as established by that System effective the date of the adoption of the

CalPERS contract amendment. The following retirement benefits will be provided within that Plan:

- a. Survivor Continuance.
  - b. 1959 Survivor Benefit.
  - c. "Single highest year" optional retirement benefits pursuant to Government Code Section 20024.2 will be provided to all miscellaneous employees as established by PERS.
  - d. Military Service Credit as Public Service pursuant to Government Code, Section 20930.3.
  - e. Sick Leave accrual toward retirement credit.
2. The City agrees to pay the employee's portion of the retirement contribution for Group A and B employees. Effective June 26, 2005, the City shall pay and report the value of the employer paid member contribution (EPMC) for Group A employees.
  3. Group A-3 employees shall receive the same retirement benefits provided to the Pomona Police Managers' Association employees.

D. DISABILITY PLAN.

The City will continue to provide a Disability Plan which provides sixty-six and two-thirds percent (66-2/3%) of base salary with a sixty (60) day waiting period. The employee will be required to utilize available leave accruals during this 60 day waiting period. Benefits begin after the elimination period has been satisfied and all leave accruals have been exhausted.

E. LIFE INSURANCE.

The City shall pay the cost of premiums for group life insurance and Accidental Death and Dismemberment as follows:

City Council: \$150,000  
Group A employees: Two (2) times their annual salary to a maximum of \$400,000  
Group B employees: \$100,000

F. DENTAL INSURANCE.

The City agrees to pay dental insurance premiums for each employee and his/her dependent(s), up to \$75 per month. The City will offer at least two dental plans. One plan shall be the equivalent of a pre-paid dental program and the other shall be a preferred provider program. The City has the management right to select the dental plans with the best benefits for its employees.

G. VISION INSURANCE.

The City shall make available at least one vision plan at no cost to the City. Those employees electing to enroll in said plan shall pay all premiums.

H. HEALTH INSURANCE.

1. Effective June 26, 2005, the City shall pay up to \$700.00 per month for health insurance premiums for each employee and his/her dependent(s).
2. 125 BENEFIT PLAN.
  - a. An IRS Code Section 125 benefit plan shall be established providing employees with the opportunity, through payroll reduction, to pay for legally permissible benefits. The City shall designate a plan administrator to administer the plan. Any and all charges, including charges for reimbursement accounts under the plan, shall be paid by the employee for whom the charge is assessed. The City shall not be responsible for the cost of administering the plan. The City shall notify employees of the flexible benefit plan and of their rights and their responsibilities under the plan. Each employee must be offered the opportunity to participate in the plan.
  - b. The 125 plan will consist of the current health insurance and dental insurance plans, plus any optional insurance benefits offered by the plan administrator. It is mandatory that the employee participate in the employee only health and dental coverage plan, unless the employee can provide proof of coverage in a plan comparable to that offered by the City.
  - c. Any cost for medical and dental insurance which exceeds the City's contribution is the responsibility of the employee and the employee will cover the cost through payroll deduction. Any balance remaining from the City's contribution will remain with the City. The purchase of optional benefits will be the responsibility of the employee through authorized payroll deduction. No City contribution will be made towards optional benefits.
3. Employees who provide the City with satisfactory proof of medical insurance coverage can decline, in writing, coverage under the City's medical insurance plans. An employee who declines the health insurance shall receive the "average of the employee only" health insurance premium (pay-in-lieu).
4. Married City employees may combine the City's medical insurance contribution to help pay for the cost of medical insurance premiums. Married employees who chose this option are not entitled to pay-in-lieu as

provided for under Article III.H.2.d. Any balance from the City's contribution will remain with the City.

I. COLLATERAL BENEFIT.

The City agrees to pay up to \$100 per month to any eligible affected retiree; eligibility is as defined in Article III.I.1. **Group A-3 employees are not eligible for the Collateral Benefit.**

1. Affected employees retiring after July 1, 1987 and who are retiring with at least twenty (20) years of service with the City of Pomona shall be provided the \$100 per month retiree benefit payment for use at the retiree's option.
2. Group A employees who retire after July 1, 1991 and who have completed one (1) year of service with the City of Pomona are eligible for the collateral benefit.
3. This benefit terminates when the affected retiree becomes eligible for Medicare insurance, at age 65, or any equivalent program in force at the time of eligibility.
5. This article does not diminish or alter retiree health insurance benefits provided to affected employees retiring prior to July 1, 1987.

J. DEFERRED COMPENSATION PLAN.

The City shall provide a deferred compensation plan which may be utilized by employees on an optional basis. The City reserves the right to accept or reject any particular plan and to impose specific conditions upon the use of any plan which provides for the best interests of both the employees and the City. Such plan shall be implemented without cost to the City.

K. SPECIAL LICENSES, PERMITS AND PHYSICAL EXAMINATIONS.

1. For classifications that require employees to possess a commercial driver's license, permits, or certifications, the City shall pay the renewal fee of same. The City shall also agree to pay for physical examinations performed by the City's doctor, required for renewal of Class A and Class B driver's licenses, where that type of operator's license is required as a condition of employment.
2. Employees are required to obtain and maintain any special license or permit if it is indicated as a job requirement. Any employee failing to maintain such license or permit, will be placed on a thirty (30) calendar day personal leave. During such leave, the employee may only use vacation or compensatory time accruals. Employees will be permitted to

use sick leave, if a medical condition prohibits the employee from obtaining the special license or permit. If the employee fails to obtain the license or permit during the thirty (30) day leave period, the City will attempt to place that employee in a City job of equivalent or lower classification (and at a lower salary scale) which does not require special licensing, permits, or certification (from which the employee is excluded or does not possess the certification), provided that the employee is able to perform the duties of the new classification and then only if a vacant position exists. A new probationary period shall be completed unless probation was successfully completed in such classification at an earlier time. If a position is not available which meets these guidelines, the employee will be separated from City service.

L. SEVERANCE PAY.

1. In the event that any Group "A" employee's employment is terminated by the City, at such time that said employee is willing and able to perform his/her regular duties, then the City shall pay such employee one-hundred twenty (120) calendar days salary. No such payment shall be provided to any employee terminated as a result of his/her commission of any illegal act involving personal gain.
2. In the event that any "at-will" Group "B" employee's employment is terminated by the City, at such time that said employee is willing and able to perform his/her regular duties, then the City shall pay such employee forty-five (45) calendar days salary. No such payment shall be provided to any employee terminated as a result of his/her commission of any illegal act involving personal gain. **This Article (III.L.2) only applies to Group B employees hired or promoted after January 12, 2004.**

M. COMMUNITY SERVICE ORGANIZATION DUES.

The City shall pay the full cost for Group A and B employees' membership in any two (2) community service organizations based within the City.

N. EDUCATION INCENTIVE PAY.

The City shall provide educational incentive compensation to qualifying employees for a degree from an accredited college or university or for a degree which is higher than the minimum degree required for the position. The employee will be compensated for the highest of the degrees held. No employee will be eligible for this incentive for one (1) year following completion of study in which tuition reimbursement under Article III.O. occurred.

Said incentive shall be compensated as follows:

Associate of Arts Degree = 2%

Bachelors Degree = 4%  
Masters Degree or higher = 6%

Effective January 14, 2002, Group A Employees are no longer eligible for this benefit. Those Group A Employees receiving this benefit prior to January 14, 2002 shall continue to receive this benefit.

O. TUITION REIMBURSEMENT.

The City shall reimburse any requesting Group A or B employee and City Council members for the tuition costs of enrolling in job-related, professional improvement courses offered at any accredited academic institution. To be eligible for such reimbursement, the requesting employee shall obtain prior approval of his/her respective Department Director and the Human Resources/Risk Management Director and must receive a grade of "C" (pass) or better at the completion of the course. Such reimbursement shall not exceed \$2,500.00 during any fiscal year. Employees who are receiving the education incentive pay under Article III.N. are not eligible for tuition reimbursement. Employees will be eligible for this program one (1) year after they have terminated their receipt of the educational incentive compensation provided for under Article III.N.

P. PROFESSIONAL PARTICIPATION.

The City shall pay for any requesting Group A and B employee, the annual membership costs of participating in any professional organizations approved by the City Manager.

Q. CAR ALLOWANCE.

Group A-1 employees required to use a vehicle in carrying out their official duties may receive a car allowance, as negotiated between the employee and the City Manager, at an amount not to exceed \$1000.00 per month.

**IV. ATTENDANCE AND LEAVES**

A. HOURS OF WORK.

1. Work Week: The basic work schedule shall be set by the City.
2. Lunch periods and break periods shall be as scheduled by the City.

B. ATTENDANCE.

Employees shall work the schedule assigned unless granted official leave by the City.

C. SERVICE ANNIVERSARY DATE DEFINED.

The Service Anniversary Date shall be the employee's hire date. However, for the purposes of determining the employee's salary review date (with the exception of Department Directors whose salary review dates will be on July 1st) and benefit accruals, the Service Anniversary Date will be set as follows: for any particular employee who was hired during the first week of the pay period shall have the date annually set to the beginning of the pay period. For those employees hired during the second week of the pay period shall have the date annually set to the first day of the following pay period.

D. EXECUTIVE LEAVE.

1. All Group A and B employees shall receive executive leave subject to the scheduling approval of the City Manager or appropriate Department Director. All employees shall accrue executive leave, beginning on the Service Anniversary Date, for each biweekly pay period of service according to Article IV.C.1 – Service Anniversary Defined. Such accrual shall take place on a biweekly basis. Executive leave is provided to Group A and B employees, at the following rate in lieu of any right to accrue, or use, or be paid overtime or compensatory time off:

Group "A" Employees: 8.462 hours per pay period

Group "B" Employees: 5.193 hours per pay period

2. In no case shall accrued executive leave exceed the amount which can be accrued for three (3) fiscal years.
3. Employees, with the approval of the appropriate supervisor, are eligible to take executive leave as they accrue it.
4. Upon separation from service, employees will be compensated for all unused executive leave at their regular rate of pay.

E. SICK LEAVE.

1. DEFINED. Sick leave is leave from duty which may be granted by the City to an employee because of illness, injury, exposure to contagious disease, illness or injury requiring the employee's attendance for a member of the employee's immediate family, and medical, dental, and optical appointments to the extent that such appointments are scheduled to create the least disruption in the work day.
  - a. An employee's immediate family shall consist of the employee and the employee's spouse and their children; step-children, mother, father, brother, sister, grandchildren or grandparents or other members of the

employee's family residing in the employee's home; or other members of the employee's family primarily dependent upon the employee.

2. SICK LEAVE USE.

- a. An employee may be granted sick leave only in case of actual sickness as defined in Article IV.E.1.a. In the event that an employee recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.
- b. In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor within one (1) hour after the time established as the beginning of the employee's work day, unless the City determines that the employee's duties require more restrictive reporting.
- c. Sick leave shall not be granted to any employee absent from duty as a result of any sickness, injury, or disability purposely self-inflicted or caused by willful misconduct.
- d. Sick leave shall not be granted to any employee absent from duty or during a City authorized leave of absence, without pay, or any other absence from duty not authorized by the City.
- e. Sick leave shall not be granted to any employee to permit an extension of the employee's vacation.
- f. Employees will be allowed to take accrued sick leave from the date of hire as it is accrued.
- g. In the event that an employee has applied for sick leave use for three (3) or more consecutive scheduled working days, the City may require a physician's certification stating the beginning and ending dates of such leave. The City may, however, require such certification regarding sick leave use at any time.
- h. Employees will not be permitted to use vacation leave in lieu of sick leave unless approved by the Department Director.

3. SICK LEAVE ACCRUAL.

- a. Beginning on their Service Anniversary Date, all employees shall accrue twelve (12) work days of sick leave annually beginning on the Service Anniversary Date. Such accrual shall take place on a

biweekly basis according to Article III.B.3.a and b. – Service Anniversary Defined.

- b. Sick leave balance may be accrued to a maximum of two thousand (2,000) hours except as provided in Article IV.E.3.c,d, and e.
- c. Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.
- d. Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave as otherwise regularly provided by this Document.
- e. Sick leave shall not be accrued by any employee absent from duty after separation from City service, or during a City authorized leave of absence without pay, or any other absence from duty not authorized by the City.

4. REIMBURSEMENT FOR ACCRUED SICK LEAVE.

Upon separation, an employee shall be paid fifty percent (50%) of the employee's total unused sick leave, provided such employee has an accrued balance of not less than one hundred ninety-two (192) hours of such leave at the time of separation. Such reimbursement shall be at the employee's regular rate of pay at the time of separation, and shall reduce the employee's total amount of accrued sick leave to zero.

5. SICK LEAVE CONVERSION PROGRAM.

- a. Any employee having a sick leave balance of 192 hours or more as of the last pay period of October of each year shall be eligible to convert accrued sick leave to vacation on the following basis:
  - (1) This conversion program applies to sick leave hours earned but not used in the previous twelve (12) months (eligibility period).
  - (2) Such sick leave shall be converted at the rate of two (2) sick leave hours for one (1) vacation leave hour, not to exceed 60 hours of additional vacation.
  - (3) Any vacation earned by virtue of this conversion program shall be taken in accordance with Article IV.H. Employees shall not be allowed to exceed the cap.
- b. As an alternative to this conversion, employees may elect to sell back sick leave based on the formula in Article IV.E.5.a(2), provided the employee has at least 200 hours of vacation leave on the books. Said

payment shall be made by the second pay day in December of each year.

F. BEREAVEMENT LEAVE.

All employees, regardless of probation status, are entitled to a paid leave of absence due to the death of an immediate family member not to exceed four (4) days, or five (5) days per occurrence if out-of-area travel is required and the employee completes the travel.

No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other provisions of this Document.

- a. An employee's immediate family shall consist of the employee and the employee's spouse, and their children, step-children, mother, father, brother, sister, grandchildren, grandparents, other members of the employee's family residing in the employee's home; or other members of the employee's family primarily dependent on the employee.

Employees may use up to three (3) days of sick leave due to the death of a family member not defined above.

Additionally, employees may utilize sick leave or vacation leave if additional leave is needed due to the death of a family member as defined under Article IV.F.a.

G. HOLIDAYS.

1. Employees shall receive the following paid holidays on a straight-time basis:
  - a. New Year's Day, January 1;
  - b. The third Monday in January known as "Martin Luther King, Jr. Day";
  - c. The third Monday in February known as "President Day";
  - d. The last Monday in May known as "Memorial Day";
  - e. Independence Day, July 4;
  - f. The first Monday in September; known as "Labor Day".
  - g. November 11, known as "Veterans' Day";
  - h. The Thursday in November appointed as "Thanksgiving Day";
  - i. The day after "Thanksgiving Day";
  - j. Christmas Eve, December 24;
  - k. Christmas Day, December 25;
2. In the event that any of the above holidays fall on a Sunday, the first work day following will be observed as the holiday. In the event that any of the above holidays fall on Saturday, the preceding work day will be observed as the holiday. In the event any of the above holidays fall on an

employee's non-scheduled work day (Monday-Friday), the employee may take the preceding or following work day as determined by the immediate supervisor, as long as the day off falls within the same pay period

- a. For the Christmas and New Years holidays, the City reserves the right to schedule the date of observance immediately before or after such holiday, so as to cause the least disruption to City services and to the public.
3. Employees shall be credited with two (2) work days of floating holiday time each January 1st. Except as provided herein, there shall be no carry over of a floating holiday into the next calendar year or cash payment for floating holiday time.
    - a. Floating holiday time off shall be scheduled at the City's discretion with due regard to the wishes of the employee and the City's work requirements. However, employees who have requested floating holiday time off and have been denied a reasonable opportunity to take the floating holiday off during the calendar year shall be compensated for said time.
    - b. Floating holidays may be taken in minute increments.
    - c. For purposes of this article, a work day shall equal the employee's normally scheduled daily hours of work.

#### H. VACATION LEAVE.

##### 1. VACATION USE.

- a. Employees shall be entitled to annual vacation leave with pay as provided in this Document.
- b. Scheduling of employee's vacation leave shall be at the discretion of the City with due regard to the wishes of the employee and the work requirements of the City.
- c. Vacation leave shall not be granted to any employee during a City authorized leave of absence without pay or any other absence from duty not authorized by the City.
- d. Group A and B employees will be allowed to take accrued vacation from the date of hire as it is accrued.

##### 2. VACATION ACCRUAL.

- a. VACATION ACCRUAL RATES. In accordance with Article IV.C – Service Anniversary Defined, all employees shall accrue vacation leave, beginning on their Service Anniversary Date, for each biweekly pay period of service. Such accrual shall take place on a biweekly basis.
- (1) During an employee's first three (3) full consecutive years of employment, the employee shall accrue vacation leave at the rate of 80 hours of vacation leave per year.
  - (2) Beginning with an employee's fourth (4) year of employment and extending through the fifth (5) consecutive year of employment, the employee shall accrue vacation leave at a rate of 120 hours of vacation leave per year.
  - (3) Employees who have prior public service experience of at least three (3) full consecutive calendar years shall accrue vacation leave at a rate of 120 hours of vacation leave per year, for their first five (5) full consecutive calendar years of employment.
  - (4) Beginning with an employee's sixth (6) year of employment and extending through the eighth (8) full consecutive year of employment, the employee shall accrue vacation leave at the rate of 160 hours of vacation leave per year.
  - (5) Beginning with an employee's ninth (9) year of employment and extending through the fifteenth (15) consecutive year of employment, the employee shall accrue vacation leave at the rate of 200 hours of vacation leave per year.
  - (6) Beginning with an employee's sixteenth (16) year of employment and extending through the remaining years of employment, the employee shall accrue vacation leave at the rate of 240 hours of vacation leave per year.
  - (7) Group A employees shall be placed on the appropriate vacation leave accrual level based on their total number of years in public employment.
- b. All employees shall be encouraged to take annual vacation leave from their job duties. Accrued vacation leave may not exceed the amount an employee accrues in a 36 month period, unless under special circumstances, the employee is not able to take vacation leave due to an urgent need of the City. In such instances, the employee shall submit a plan to use their vacation time so that their accruals fall below the cap and seek approval from the City Manager via written memorandum.

3. COMPENSATION FOR ACCRUED VACATION LEAVE.

Upon separation, an employee shall receive compensation for all accrued vacation leave. Such compensation shall be at the employee's salary rate at the time of separation.

4. ANNUAL VACATION BUY BACK.

Employees who have at least 300 hours of vacation leave may elect to sell back a maximum of 80 hours of vacation leave each year. Said sell back may not reduce the vacation leave balance below 300 hours. This payment shall be based at the regular rate of pay and on the accumulated vacation leave as of the last pay period in October of each year with said payment to be made either on the first pay day in December or the second pay day in January as elected by the affected employees.

I. MILITARY LEAVE.

The State Military and Veterans Code shall govern the City's granting and the employee's use of military leave.

J. LEAVE OF ABSENCE WITHOUT PAY.

1. An employee who has successfully completed twelve (12) months of service may submit to the appropriate immediate supervisor a written request for a leave of absence without pay. A leave of absence without pay shall normally not exceed a period of one (1) year and shall be for the specific purpose of obtaining improved job training, or recuperating from an extended illness for which sick leave is not available, or for attending to urgent personal affairs. However, in a case of special or extenuating circumstances, an employee may apply for additional leave for a specific period of time. Use of a leave of absence without pay for a purpose other than that requested shall be considered as an employee's automatic resignation from City service. No leave of absence without pay shall be utilized to permit an employee to engage in non-city employment except where the employment is an internship and/or advanced training which enhances job skills. The City shall have sole discretion to approve or disapprove any such request or any extension of said approved leave.

a. Leave During Use of Catastrophic Leave Donation Time: use of catastrophic leave donation for the purpose of salary and benefits continuation is allowable but the use of hours does not constitute "leave of absence with pay" and does not extend the leave of absence without pay period.

2. An employee having been granted a leave of absence without pay, who does not report for work within three (3) work days after the expiration of

said leave, shall be considered to have resigned from the City service at 6:00 p.m. on the third day. Normally, no administrative or civil method shall exist by which to contest said resignation.

3. No employee may fragment the use of accrued leave in order to retain City health insurance.

K. COMPENSATION FOR JURY DUTY.

1. An employee of the City who is required to participate as a juror or who is required to participate in the jury selection process, shall be paid up to and including fifteen (15) working days of salary and benefits during each fiscal year while engaged in such activities. Any employee called to serve as a juror shall receive his/her regular compensation while on such leave, provided that the employee remits to the City any payments or fees received as a juror, except for mileage reimbursement. Employees shall provide from the courts certification of the amount of time served on jury duty each day for which jury duty leave with pay is requested. Employees shall return to their regular job assignment after being released from jury duty provided the employee can work at least one-half (1/2) of their shift.
2. Compensation shall extend beyond fifteen (15) working days only upon providing to the City a certified court document showing that trial counsel and/or the Court estimated the trial for which an employee has been selected as juror, to be more than fifteen (15) working days in duration.
3. This section is not to be interpreted as requiring an employee to work and/or serve as a juror for more than the regularly scheduled work hours in any twenty-four (24) hour period.
4. The employee shall advise the Human Resources/Risk Management Director upon receiving a court order to appear beyond the initial fifteen (15) working days as a juror. The granting of such leave with pay shall be subject to the approval of the City Manager or designee, consistent with the requirements set forth herein.

L. ADMINISTRATIVE LEAVE.

The City places employees on administrative leave when it is the City's discretionary opinion that continuing presence at the job site would create or may tend to create a disruption to the working environment or may possibly impact the efficient operations of the Department. Administrative leave shall be paid only in those instances where the employee is otherwise fit to perform his/her duties and represents that he/she is fit to perform those duties. Any employee placed on administrative leave shall be available to report to duty within two (2) hours during the employee's normal working hours. In the event that an affected employee has a pre-scheduled vacation that will occur while

on administrative leave, the employee shall seek reaffirmation from the respective Department Director that the previously approved vacation request is still valid.

M. WITNESS LEAVE.

Employees shall receive regular pay for hours of absence from work resulting from being subpoenaed to testify as a witness in a work-related court case. The employee shall remit to the City any payment of fees received as a witness, except that received for mileage reimbursement.

V. SEPARATION FROM CITY SERVICE

A. Separation of an employee from City service may be accomplished in any of the following alternative manners:

1. Completion of work assignment or project.
2. Resignation which may be either deliberate or automatic. Any deliberate resignation shall be submitted to the appropriate immediate supervisor at least seven (14) calendar days prior to an employee's actual separation from the City service.
3. Retirement which may be either deliberate or by virtue of disability.
4. Lay-off of Group B employees may be initiated at the City's discretion because of a material change in job duties or organization, or a shortage of work or funds. Such action shall not take effect until any employee to be laid-off has ninety (90) calendar days advance notice. Employees whose positions have been abolished shall have the right to displace into any classification in which they have previously completed probation having the same or lower salary. Upon request, the City shall meet with the employee and/or employee's representative concerning the impact of the City's decision to initiate lay-off action. Any employee having a satisfactory employment record, who is separated from the City service by virtue of a lay-off, may be eligible for reappointment to their former classification in the City service within one (1) year of layoff. **This section does not apply to Group A employees or to Group B employees hired or promoted after January 12, 2004.**
5. Discharge as a result of disciplinary action as provided in this Document.
6. Death.

B. All assigned City property and/or equipment must be returned prior to the last day of employment.

## VI. INDUSTRIAL INJURIES AND ACCIDENTS

A. The State Workers' Compensation Laws and this Document shall govern all aspects of duty-related injuries, illnesses and accidents. For more information, refer to the Workers' Compensation policy in the Human Resources/Risk Management Manual.

### B. INJURY AND ILLNESS REPORTING.

All duty-related injuries or illnesses shall be reported to the appropriate, immediate supervisor by any injured or ill employee within 24 hours.

### C. ACCIDENT REPORTING.

All duty-related accidents shall be reported to the appropriate, immediate supervisor by any accident-involved employee as soon as physically possible.

### D. MEDICAL TREATMENT FOR INJURY OR ILLNESS.

Any employee suffering any duty-related injury or illness which requires immediate or continued medical treatment shall immediately seek such treatment from a City approved physician or medical facility, except as provided by State Law.

### E. LEAVE OF ABSENCE FOR AN INDUSTRIAL INJURY/ILLNESS.

1. Any employee suffering from an accepted work-related injury or illness which disables that employee from the performance of regular job duties shall be entitled to receive full pay for up to 60 working days while the employee is disabled (off work), unless a temporary light duty assignment is available that meets the work restrictions imposed by the treating physician. If light duty is offered, the employee may decline light duty and remain off work, but the employee shall be disqualified from receiving full pay under this benefit. The employee may elect to be paid from leave accruals until such time as the employee is returned to full duty by the treating physician. Any dispute regarding any such claim shall be resolved through the State Workers' Compensation Appeals Board process.

#### 2. COMPENSATION.

Any employee granted a leave of absence for industrial disability shall receive full salary and benefits from the City for the duration of any such leave, without the use of leave balances, as delineated in Subsection VI.E.3 below, for a period not to exceed 60 working days.

3. DURATION.

Any such leave of absence for industrial disability shall only extend for a period of up to sixty (60) working days.

- a. Such leave of absence for industrial disability shall not be authorized for any period beyond the actual period of duty-related disability; or beyond the point in time that a physician declares the duty-related injury or illness to be permanent and stationary.
- b. Such leave of absence for industrial disability shall not begin for three (3) calendar days following the occurrence of any duty-related injury or illness, unless the period of actual disability extends beyond fourteen (14) calendar days, or unless the job-related injury or illness requires inpatient hospitalization. During any such three (3) calendar day waiting period, sick leave or vacation may be granted.
- c. An employee may request an extension of any such leave of absence for industrial disability through the use of accumulated sick leave or vacation if proper medical certification has been provided.

**VII. STANDARDS OF CONDUCT**

- A. It is expected that all City employees shall render the best possible service and reflect credit on the City; therefore high standards of conduct are essential.
- B. Improper conduct may be cause for disciplinary action up to and including termination of employment. The term "improper conduct" means not only any improper action by an employee in the employee's official capacity but also conduct by an employee not connected with the employee's official duties that affects the employee's ability to perform official duties, and any improper use of the position as an employee for personal advantage. In addition, improper conduct includes, but is not limited to, the following:
  1. Violation of any Federal, State, or Local law directly impacting the employee's fitness for employment.
  2. Using, possessing, dealing, distributing, or being under the influence of intoxicating beverages, prescribed medication which impairs the employee's ability to perform their work, unprescribed medication, narcotics or unlawful drugs while on duty or at work locations, or reporting to work or operating City vehicles and equipment under the influence of alcohol or any unlawful or unprescribed drug.
  3. Failure or refusal to comply with a lawful order or to accept a reasonable and proper assignment from an authorized supervisor or City management official.

4. Inefficiency, incompetence, carelessness, or negligence in the performance of duties.
5. Sexual harassment or other unlawful harassment of another employee.
6. Chronic or excessive absenteeism, whether excused or unexcused, or inconsistent attendance.
7. Rude or discourteous treatment of other employees or the public.
8. Dishonesty.
9. Using his/her position for financial gain; solicitation of work for private business or personal acquaintance.
10. Failure to perform duties; insubordination.
11. Inattention to duty, tardiness, carelessness, or negligence in the care and handling of City property.
12. Loss or misuse of City funds or property.
13. Improper or unauthorized use of City vehicles or equipment or misappropriation of supplies.
14. Damage to public property or waste of public supplies through misconduct or negligence.
15. Misuse of sick leave, including using sick leave under false pretenses.
16. Furnishing false information to secure appointment, or falsification of time cards or other records and reports.
17. Absence from duty without authorized leave or failure to report after leave of absence has expired or after such leave of absence has been disapproved, revoked, or cancelled.
18. Violation of the provisions of these Rules and Regulations, departmental rules and policies, or any written policies that may be prescribed by the City.
19. Acceptance by an employee of any bribe, gratuity, kickback, or other thing of value when such is given in the hope or expectation of receiving preferential treatment.

20. Outside work that creates a conflict of interest with City work, or detracts from the efficiency of the employee in the effective performance of City functions.
21. Failure to obtain or maintain necessary qualifications, certificates, or licenses, which are required as a condition of employment.
22. Possession of an unsafe driving record for those employees required to operate City vehicles.
23. Conduct which discredits the City or City personnel.
24. Breach of Confidentiality: it is recognized and acknowledged by the City and the employees of the Executive Management Group A and B group that the maintenance and integrity of confidential documents, information, and materials is a critical component of job performance. Each Executive Management Group A and B employee has the legal, ethical, and professional duty and responsibility of preserving certain documents, information, and materials as confidential. Release of confidential documents, information, or material is considered a breach of the employee's duty and job responsibility in serving as a Executive Management Group A and B employee. Any such violation of the duty and/or job responsibility will result in immediate disciplinary action against that employee, including termination, suspension, or other action authorized by these Rules and Regulations.
25. Or other just cause.

#### **VIII. DISCIPLINE AND DISCHARGE**

**This Article does not apply to Group A employees or to Group B employees hired or promoted after January 12, 2004; however, this does not preclude the supervisor from imposing appropriate discipline.** The purpose of disciplinary action is to correct deficiencies in employee performance, to help employees to meet appropriate standards, and/or to correct behavior for the violation of City policies. The disciplinary process outlined below has been established to provide general guidelines for disciplining employees.

- A. Discipline may be initiated for various reasons, including, but not limited to, violations of City work rules, insubordination, or poor job performance. The severity of the action depends on the nature of the offense and the employee's record, and may range from verbal counseling to immediate dismissal.
- B. The normal progressive discipline procedure consists of:

1. Verbal counseling: An opportunity to communicate in a non-disciplinary fashion that a problem is perceived and that the supervisor is available to help solve it. (Not appealable).
  2. Verbal reprimand: To communicate to the employee that a repeat action may result in more serious discipline. (Not appealable).
  3. Written reprimand: A written communication to the employee that the same or related offense has been committed. A copy of this warning is given to the employee and one copy is filed in the employee's personnel file. The employee may submit a written response which will be attached to the written reprimand. (Not appealable).
  4. Suspension: Temporary removal of an employee from his/her duties without pay for misconduct. Employees may be suspended on the spot when there is a clear threat to the safety of other employees or to the public. (Managers must notify the Human Resources/Risk Management Director when instituting an "on the spot" suspension as soon as it is practical.) Suspensions of less than one (1) work week for management employees may be imposed for safety violations only.
  5. Demotion: This step involves either the reduction in pay step or reduction in classification.
  6. Dismissal: The final step in the disciplinary process.
- C. Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. The City reserves the right to deviate from this policy when it feels that circumstances warrant such a deviation. The City Manager or designee is vested with the authority to determine the appropriate course(s) of action.
- D. Further steps in the discipline involving suspension, demotion, or dismissal should not be taken without consulting the Department Director and the Human Resources/Risk Management Director.
- E. Full authority for discipline and discharge is retained by the City. The City agrees that employees will only be disciplined or discharged for just cause. Appeals for discipline or discharge must be taken up by the employee within five (5) calendar days after that employee is notified of the action or the proposed action by the City.
- F. The City agrees to follow the principles of corrective discipline with respect to offenses it deems to be minor; that is, a written reprimand for the first offense; disciplinary action including, but not limited to, reduction in pay, demotion, or suspension for the second offense; and, discharge for the third offense.
- G. APPEALS.

1. Any regular employee subjected to any personnel action set forth herein (suspension, demotion, or dismissal) may appeal any decision of the Department Director or designee by filing a Notice of Appeal with the City Manager or designee within five (5) working days after his/her receipt of the decision. On receipt of such Notice of Appeal, the City Manager or designee shall schedule a meeting with the employee within thirty (30) calendar days thereafter, and notify the employee of said date, time, and place. In the appeal process, the employee may be represented by:

a. Any other regular employee of the City; or

b. His/her attorney

The City Manager or designee shall render a decision within thirty (30) calendar days after the disciplinary appeal meeting.

2. If the City Manager makes a finding that the personnel action was taken for reasonable cause, the employee may proceed to advisory arbitration. If, on the other hand, the City Manager or designee finds that the Department Director's order should be rescinded, the employee shall be reinstated in his/her former position and shall receive pay and fringe benefits for all of the applicable period of time.

3. If the appeal is not resolved in the above steps, the employee may submit it to a hearing officer by filing a written request to do so with the City Manager within five (5) working days from the date a decision was rendered in the step above.

a. The City Manager or designee shall request a panel of advisory arbitrators from the California State Mediation Conciliation Service within fifteen (15) working days after receiving such a request. The City shall select three (3) Advisory Arbitrators from that panel. The appealing employee shall select one (1) of the three to serve as the advisory arbitrator.

b. The Advisory Arbitrator shall issue subpoenas to compel the attendance of witnesses, if such be necessary at the request of either party.

c. The hearing shall be recorded by a certified shorthand reporter. Expenses for such recording services shall be borne equally by the City and the employee, provided, however, that each party shall be responsible for any specialized or extraordinary services they might individually request.

- (1) The expenses for the hearing officer shall be borne equally by the City and employee, and each party shall be responsible for all other expenses they incur.
- d. In rendering a recommendation, the Advisory Arbitrator shall be limited to the express terms of this Document and shall not have the power to modify, amend, or delete any terms or provisions of this Document. Failure of either party to insist upon compliance with any provision of this Document at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, are not, the same.
- e. At the hearing, both the appealing employee and the City shall have the right to be heard to present evidence.
  - (1) Oral evidence shall be taken only on oath or affirmation.
  - (2) Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issue even though the matter was not covered in the direct examination, to impeach any witness regardless of which party first called him/her to testify, and to rebut the evidence against him/her. If the respondent does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination.
  - (3) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.
4. The City Council may, if it deems appropriate, review the recommendation rendered by an Advisory Arbitrator on the basis of an independent review of the record of the hearing conducted in the step above. Any such City Council review must be initiated within thirty (30) working days of the City's receipt of the Advisory Arbitrator's recommendation, and any City Council action as a result of that review shall be final and binding upon the parties.

## IX. GRIEVANCE PROCEDURE

- A. DEFINED. Subject to the exclusions listed in these Rules and Regulations, a grievance is defined as any dispute that: 1) concerns terms and conditions of employment; 2) involves the interpretation, application, or alleged violation of these Rules and Regulations; and 3) is not subject to any other City of Pomona dispute resolution process or procedure that is provided by statute, ordinance, resolution, MOU, or agreement. **This Article does not apply to Group A employees or to Group B employees hired or promoted after January 12, 2004.**
- B. EXCLUSIONS FROM THE GRIEVANCE PROCEDURE: The following matters are excluded from the definition of “grievance”:
1. Requests for changes in the content of employee evaluations or performance evaluations, oral or written warnings, reprimands or counseling.
  2. Challenges to a reclassification, layoff, transfer, denial of reinstatement, or denial of a merit step increase.
  3. Challenges to examinations or appointment to positions.
  4. Determination of the nature, necessity or organization of any service or activity conducted by the City of Pomona, including the decisions to expand or reduce services or the workforce, and/or to impose layoffs.
  5. Methods of financing.
  6. Determination of and/or change in facilities, equipment, methods, technology, means or size of the work force.
  7. Determination of or change in the location, number of locations, relocations and types of operations, processes, or materials to be used in carrying out City of Pomona functions.
  8. Determination of productivity or performance programs and standards.
  9. Determination of standards, policies, and procedures for selection, training, and promotion of employees.
  10. Establishment, implementation, and modification of Department organizations, supervisory assignments, chains of command, and reporting responsibilities.
- C. PROCEDURE. All grievances shall be presented in the following manner:
1. STEP 1. The aggrieved employee, who may be represented by another person, shall present the facts relative to the grievance to the appropriate immediate supervisor in writing within thirty (30) working days of the date on which the grievance arises, except as provided otherwise in this Document. Prior to filing any such written grievance, every effort will be made to resolve the matter informally. The supervisor shall render a decision in writing to the grievant within five (5) working days from the day the grievance is presented.

2. STEP 2. If the grievance is not resolved in Step 1, the grievant may appeal it to the Department Director within five (5) working days from the date a decision was rendered in Step 1 above. Such appeal shall be in writing and shall include: a statement of the grievance and the facts relative to it; a statement of the alleged violation of the decision; and a statement of the remedy requested. Within ten (10) working days of receiving such appeal, the Department Director shall arrange a meeting between himself/herself, the aggrieved employee, the employee's representative (if applicable), and the Human Resources/Risk Management Director to review the grievance. The Department Director shall render a written decision on the grievance within fifteen (15) working days after the meeting.
  
3. STEP 3. If the grievance is not resolved in Step 2, the grievant may appeal it in writing to the City Manager within five (5) working days from the date a decision was rendered in Step 2 above. The City Manager, or a designated representative, may render a decision solely on the basis of a review of the record; or may arrange a meeting between those affected before rendering a decision. The decision shall be rendered within ten (10) working days of the filing of the appeal.
  
4. STEP 4. If the grievance is not resolved in Step 3, the grievant may submit it to a hearing officer by filing a written request to do so with the City Manager within five (5) working days from the date a decision was rendered in Step 3 above.
  - a. The City Manager shall request a panel of advisory arbitrators from the California State Conciliation Service within fifteen (15) working days of receiving such a request; and, select three (3) advisory arbitrators from that panel. The aggrieved employee shall select one (1) of the three (3) to serve as the Advisory Arbitrator.
  - b. The Advisory Arbitrator shall issue subpoenas to compel the attendance of witnesses, if such are necessary at the request of either party.
  - c. The hearing shall be recorded by a certified reporter. Expenses for such recording services shall be borne equally by the City and the employee, provided, however, that each party shall be responsible for any specialized or extra ordinary services they might individually request.
  - d. Expenses for the Advisory Arbitrator's services and the hearing shall be borne equally by the City and the employee, provided, however, that each party shall be responsible for compensating its own special or expert witnesses.

- e. In rendering a recommendation, the Advisory Arbitrator shall be limited to the express terms of the Document and shall not have the power to modify, amend, or delete any terms or provisions of this Document. Failure of either party to insist upon compliance with any provision of this Document at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

5. CITY COUNCIL REVIEW.

The City Council may, if it deems appropriate, review any recommendation rendered by an Advisory Arbitrator on the basis of an independent review of the record of the hearing conducted in Step 4 above. Any such City Council review must be initiated within thirty (30) working days of the City's receipt of the Advisory Arbitrator's recommendation, and any City Council action as a result of that review shall be final and binding upon the parties.

C. WORKING DAYS DEFINED.

As used in this process, "working days" shall mean those days of the week which the employee's individual schedule mandates as assigned work days.

- D. The time limits in this procedure may only be waived by mutual agreement of both parties, in writing.
- E. Any non-probationary employee receiving a complaint of misconduct and notice of recommended disciplinary action which requires a pre-determination hearing under State Law shall have five (5) working days to request a hearing before the City Manager or designee. Failure to request such a hearing shall constitute an employee's waiver of any rights to any further hearing. Any such hearing shall be conducted in accordance with relevant State Law. After such hearing, the City Manager shall issue a written decision confirming, amending, modifying, or revoking the recommended action. Any grievance appeal of the City Manager's decision shall be initiated at Step 3 of the Grievance Procedure delineated above.

## APPENDIX A

### DESIGNATED EXECUTIVE MANAGEMENT GROUP A AND B EMPLOYEES

- I. Designated Executive Management Group A and B employees of the City shall include, but not be limited to, those regular, full-time employees in the following job classifications:
- A. Regular Employee Defined. A regular employee shall be a full-time employee working a regular or predetermined schedule, even though at odd hours, that is compensated on a monthly basis and receives fringe benefits. Hourly, casual, seasonal or emergency employees shall not be considered as regular employees. The Mayor of the City of Pomona, and City Council Members of the City of Pomona shall not be considered as regular employees.

**Group A-1 Employees** - Described as Council Appointed Officers and Department Directors “exempt” from the Fair Labor Standard Act (FLSA) and considered to be “**at-will**” employees.

#### Council Appointed Officers

City Clerk

City Manager

City Treasurer \* (If this position is filled with an employee serving in dual capacities, the City employee will retain his/her primary assignment benefits.)

#### City Department Directors Appointed by the City Manager

Assistant City Manager

Community Services Director

Finance Director

Human Resources/Risk Management Director

Information Technology Director

Library Director

Planning and Housing Director

Public Works Director/City Engineer and Building Official

Utility Services Director

**Group A-2 Employees** – Described as Executive Management Classifications “exempt” from the Fair Labor Standard Act (FLSA) and considered to be “**at-will**” employees.

#### Executive Management Classifications Appointed by the City Manager

Assistant to the City Manager

Deputy Public Works Director/Assistant City Engineer

Deputy Executive Director/Special Assistant

Deputy Executive Director of Redevelopment

**Group A-3 Employees** – Described as sworn Executive Management Classifications “exempt” from the Fair Labor Standards Act (FLSA) and considered to be “at-will” employees.

Police Chief  
Assistant Police Chief

**Group B Employees** - Described as Division Managers and other Management Related Classifications “exempt” from FLSA and considered to be “at-will” employees. **Group B employees hired or promoted prior to January 12, 2004 are not considered to be “at-will” employees.**

Assistant Finance Director  
Building and Safety Manager  
Business Development Manager  
City Traffic Engineer  
Community Services Manager  
Customer Service Manager  
Equipment Maintenance Superintendent  
Housing Manager  
Human Resources Manager  
Library Services Manager  
Library Systems Manager  
Planning Manager  
Public Works Superintendent  
Purchasing Manager  
Redevelopment Manager  
Revenue Manager  
Risk Manager  
Solid Waste Manager  
Utility Business Services Manager  
Water & Wastewater Operations Manager

**Management Related Classifications**

Budget Officer  
Executive Assistant  
Public Information Officer  
Senior Administrative Assistant to the City Council (non-exempt)  
Senior Deputy City Clerk