

PERSONNEL RULES AND REGULATIONS

FOR

UNREPRESENTED,
MID-MANAGEMENT LIBRARY
GROUP C-2 EMPLOYEES

OF

THE CITY OF POMONA

Approved by City Council ~~October 17, 2016~~ May 7, 2018

TABLE OF CONTENTS

PERSONNEL RULES AND REGULATIONS FOR UNREPRESENTED, MID-MANAGEMENT LIBRARY GROUP C-2 EMPLOYEES

	PAGE
ARTICLE I – SCOPE	1
ARTICLE II – SALARY/CLASSIFICATION PLAN	1
A. New Appointments	1
B. The Salary Scale Plan	1
C. Salary Plan Administration	2
D. The Probationary Period	3
E. Trainee Levels	4
F. Acting Appointments	4
G. Reclassification	4
H. Y-Rating	4
I. Promotion	4
J. Demotion	5
ARTICLE III – COMPENSATION AND BENEFITS	5
A. Salary	5
B. Maintenance of Benefits	5
C. Retirement	5
D. Disability Plan	6
E. Life Insurance	6
F. Dental Insurance	6
G. Vision Insurance	6
H. Health Insurance	6
I. Cash in Lieu	7
J. Section 125 Benefit Plan	7
K. Collateral Benefit	8
L. Deferred Compensation Plan	8
M. Education Incentive Pay	8
N. Tuition Reimbursement	8
O. Professional Participation	8
P. Bilingual Pay	9
ARTICLE IV – ATTENDANCE AND LEAVES	9
A. Hours of Work	9
B. Attendance	9
C. Service Anniversary Date Defined	9
D. Executive Leave	9
E. Sick Leave	10
F. Bereavement Leave	12
G. Holidays	13

	PAGE
H. Vacation Leave	14
I. Military Leave	16
J. Leave of Absence Without Pay	16
K. Compensation for Jury Duty	16
L. Administrative Leave	17
M. Maternity Leave	17
N. Paternity Leave	17
O. Witness Leave	18
ARTICLE V – INDUSTRIAL INJURIES AND ACCIDENTS	18
A. State of California Workers’ Compensation Laws Governing Duty Related Injuries, Illnesses and Accidents	18
B. Injury and Illness Reporting	18
C. Accident Reporting	18
D. Medical Treatment for Injury or Illness	18
E. Leave of Absence for an Industrial Injury/Illness	19
ARTICLE VI – SEPARATION FROM CITY SERVICE	19
ARTICLE VII – STANDARDS OF CONDUCT	20
ARTICLE VIII – DISCIPLINE AND DISCHARGE	22
ARTICLE IX – GRIEVANCE PROCEDURE	25
APPENDIX – GROUP C-2 DESIGNATED POSITIONS	A-1

PERSONNEL RULES AND REGULATIONS
FOR
UNREPRESENTED, MID-MANAGEMENT LIBRARY
GROUP C-2 EMPLOYEES

I. SCOPE

- A. The Personnel Rules and Regulations provisions described herein shall apply to all Unrepresented, Mid-Management Library Group C-2 employees of the City of Pomona (hereinafter generally referred to as "employee[s]" as described in Appendix "A" of this Document).
- 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.
- C. The City retains all rights not specifically delegated in these Personnel Rules and Regulation provisions including, but not limited to, the right to take any desirable action with respect to any municipal matters.
- 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 designed to provide a reference tool regarding terms and conditions of employment as periodically determined by the City Council.
- E. The Personnel Rules and Regulations described herein cover employees in regular classifications that are more than fifty percent (50%) and less than full time (1.0) and are hereby referred to as a Partial Benefit Employee (PBE) employee."

II. SALARY/CLASSIFICATION PLAN

- A. NEW APPOINTMENTS. Normally, appointments of new 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 Step 1, the following procedure may be made at Step 2 of the salary scale. The Human Resources/Risk Management Director is authorized to approve the hiring of a candidate at Step 3. The City Manager is the only person authorized to approve the hiring of a candidate at Step 4 or 5.
- B. THE SALARY SCALE PLAN. The salary scale plan as described in Appendix A of this Agreement shall provide a salary scale for each Unrepresented, Mid-

Management Library Group C-2 employee. Such salary scale shall be divided into five (5) salary step levels, which shall be interpreted and applied as follows:

1. FIRST STEP. The first salary step level will be the minimum rate and normally 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 this Document.
2. SECOND STEP. The second salary step level may be granted to an employee after satisfactory completion of six (6) calendar months of service during the probationary period. This second step may be granted prior to, or at the time of, satisfactory completion of the original probationary period.
3. THIRD STEP. The third salary step level may be granted to an employee who has achieved an overall "meets standards" as determined by his/her annual performance evaluation 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 may be granted to an employee who has proven to "exceed employment standards" 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 may be granted to an employee who has proven to "exceed employment standards" 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 at a step other than Step 1 shall advance to the next step one (1) year from the date of appointment and annually thereafter as long as the employee meets the qualifications of the next step.

C. SALARY PLAN ADMINISTRATION.

1. Employees shall be compensated on a bi-weekly basis.
2. No employee shall receive compensation of any type while on a 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 may maintain the same salary step level in the adjusted salary scale.
4. The City may accelerate salary step advancement for individual employees at its discretion.

5. To maintain any given salary step level, an employee must continue to successfully maintain the required level of performance - - i.e., "meets standard" or better. All employees shall receive at least one (1) annual, written departmental 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 demoted in job classification. Any employee who has received such a reduction will receive a performance evaluation at least every 90 calendar days.
6. EVALUATION DATE DEFINED. The evaluation date shall be the date on which an employee is to receive a performance evaluation in accordance with the salary step plan and/or the probationary period. Any change in an employee's job classification, except by virtue of a reclassification, shall be considered an event 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 a leave 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) bi-weekly pay period for each 80 hours of absence.

D. 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. The length of the probationary period shall be for fifteen (15) months of continuous service unless otherwise specified by the City. In addition, said probationary period is automatically extended by the number of days that the employee has been absent for more than 20 working days with or without pay during any probationary period, inclusive of the number of days an employee has worked in a light duty assignment. Only the City Manager or his/her designee may extend an employee's probationary period and then only for a maximum of six (6) months. If an employee has been on a leave of absence, the probationary period may be extended day-for-day for the length of the leave of absence.
2. Any appointment to, or within, the City service, except by virtue of a reclassification, shall not be deemed to be regular until the employee has successfully passed his/her 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 standard of employment. Probationary employees shall be "at-will" and shall serve at the pleasure of the appointing officer or body.

3. Any new hire appointment or promotion within the City service shall be tentative and subject to the probationary period during which the appointed/promoted employee may be rejected by the City without right of appeal.
- E. TRAINEE LEVELS. The City may, at its discretion, establish trainee salary scale levels and/or job classifications.
- F. ACTING APPOINTMENTS. The City may, at its discretion, appoint an employee to an “acting” capacity to fill a position vacant due to separation, extended illness, or leave without pay in a job classification different than that currently held by the employee. The employee shall receive a five percent (5%) salary increase or the minimum salary step of the higher classification, whichever is greater, effective on the eleventh (11th) consecutive working day of acting service. Service in an acting capacity shall not continue for a period of time exceeding one hundred 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.
- G. RECLASSIFICATION. The City may reclassify any job identified in this Document 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 salary survey, as appropriate. Position reclassification is considered neither a promotion nor a demotion.
- H. Y-RATING. The City may, at its discretion, Y-rate any employee in City service. Such action shall not take effect until the employee has had sixty (60) 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. Normally, Y-rating shall mean that the salary scale for the affected employee shall remain at the same rate until the employee’s salary scale equals or exceeds the Y-rating level.
- I. PROMOTION. The City may, via a competitive process, promote any employee to a different job classification within the City service having increased duties and responsibilities, and/or higher job qualifications, and/or a higher salary scale level. Upon promotion, an employee shall receive a minimum salary increase equivalent to one (1) salary step in the employee’s current (pre-promotional) job classification; provided 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 performance evaluation date for purposes of applying the salary step plan. Any promotional appointment shall be tentative and shall be subject to a probationary period.

- J. DEMOTION. The City may, in accordance with this Document, demote any employee to a different job classification within City service having decreased duties and responsibilities, and/or lower job qualifications, and/or a lower salary scale level. Upon demotion, an employee shall receive a minimum salary decrease equivalent to one (1) salary step in the employee's current (pre-demotion) job classification; provided that no employee shall receive a salary which exceeds the maximum salary step level established for the new job classification. A demotion shall establish a new evaluation date for purposes of applying the salary step plan and performance evaluation date, and the Department Director may reinstitute the probationary period.

III. **COMPENSATION AND BENEFITS**

A. SALARY.

1. Effective October 1, ~~2016~~2017, the City shall increase each step within the salary ~~range~~/scale for each affected employee by 2% for Group C-2 employees.
2. Effective October 1, 2018, the City shall increase each step within the salary scale for each affected employee by 2%.
- ~~2.3.~~ Partial Benefit Library (PBL) classifications' salaries are pro-rated based upon scheduled hours (e.g. 30 hours for a .75 PBL employee).

- B. MAINTENANCE OF BENEFITS. The City shall maintain the employee's benefits (i.e., health, dental, life insurance) in accordance with this Document as long as the employee is in a paid status for any portion of a month.

C. RETIREMENT.

1. The City shall provide retirement benefits for all miscellaneous employees hired prior August 14, 2011 through participation in the California Public Employees' Retirement System (CalPERS) integrated two percent (2%) at fifty-five (55) Plan, as established by the CalPERS System, which was effective with the adoption of the CalPERS contract amendment with the following optional benefits:
 - a. Survivor Continuance
 - b. 1959 Survivor Benefit
 - c. "Single highest year" optional retirement benefits pursuant to Government Code Section 20024.2 (provided to all Miscellaneous employees as established by CalPERS)
 - d. Military Service Credit as Public Service pursuant to Government Code Section 20930.3.
 - e. Sick leave accrual toward retirement credit.
2. Employees hired by the City on or after August 14, 2011 shall participate in a 2% at 60, FAS 3 Basic Retirement Plan, 1959 Survivors Benefit and Military Service Credit as established by CalPERS.

3. Employees hired in a full-time or PBL positions on or after January 1, 2013 shall participate in the 2% at 62 Plan.
 4. Employees in the 2% at 55 or 2% at 60 retirement plans shall pay the full member's contribution to CalPERS as a pre-tax deduction.
 5. Employees in the 2% at 62 retirement plan shall pay one-half (1/2) the normal cost. The rate is set by CalPERS and will be adjusted periodically.
- D. DISABILITY PLAN. The City will provide a Disability Plan that will consist of a short-term and long-term disability plan. The short-term plan provides sixty-six and two-thirds percent (66 2/3%) of base rate of pay for a maximum of two (2) years with a sixty (60) day waiting period. The employee will be required to utilize all available sick leave accruals during this 60 day waiting period. If the claim is approved by the carrier, benefits begin after the elimination period has been exhausted. In addition, the long-term disability plan becomes available on the 181st day of disability and is sixty-six and two-thirds percent (66 2/3%) of base salary, to a maximum income of \$7,000 in accordance with the plan.
- E. LIFE INSURANCE. The City shall provide each employee life insurance, in the amount of \$50,000 plus Accidental Death and Dismemberment.
- F. DENTAL INSURANCE.
1. The City agrees to pay dental insurance premiums for each Partial Benefit Library employee based on PBLE (e.g., .75 PBLE shall receive \$56.25 per month) which is prorated based on the full premium of \$75 per month.
 2. The City will offer at least two (2) dental plans. The City has the management right to select the dental plan with the best benefits for its employees.
- G. VISION INSURANCE. The City shall make available at least one (1) vision plan at no cost to the City. Employees electing to enroll in said plan shall pay all premiums.
- H. HEALTH INSURANCE.
1. The City shall pay up to \$700 per month for health insurance premiums for employee and dependents.
 2. Married City employees may combine the City's contribution for medical insurance to pay the cost for dependent medical insurance which exceeds the City's contribution or being covered under their spouse's City insurance plan and place the employee only premium into the City's deferred compensation plan provided for herein. Any balance from the City's contribution will remain with the City
 3. The City shall continue to offer health plans through the CalPERS Basic and any other plan the City deems appropriate, with plan selection at the

employee's option as provided under the Public Employees' Medical and Hospital Care Act (PEMHCA).

I. CASH IN LIEU

1. Employees who provide the City with satisfactory proof of alternative group health insurance coverage comparable to the City's health insurance plan can decline, in writing, coverage on the City's health insurance plans. The alternative health coverage must meet all requirements of the Affordable Care Act (ACA) and related regulations for an Eligible Opt-Out Arrangement. The employee who declines the health insurance is entitled to receive the "employee only" premium which is equal to the least expensive City medical insurance plan

J. SECTION 125 BENEFIT PLAN

1. The City shall make available an IRS Code Section 125 benefit plan that provides employees with the opportunity, through payroll deduction, to pay for legally permissible benefits. 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. Each employee has been offered an opportunity to participate in the plan.
2. 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 employees participate in the employee only health plan, unless the employee can provide proof of alternative group health coverage in a plan comparable to those offered by the City that meets the requirements of the Affordable Care Act.
3. Any cost for medical and dental insurance that exceeds the City's contribution is the responsibility of the employee and the employee will cover the cost through payroll deduction (pre-tax dollars). 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. Both the City contribution toward health and dental insurance and additional payroll deductions shall be part of and comply with the requirements of the City's Section 125 Plan.
4. Section 125 Benefit Plan Contributions
 - a. Effective the first paycheck in December 2015, the City shall begin making a \$25 per month contribution to employees to the Section 125 Benefit Plan.
 - b. The 125 Benefit Plan Contribution may be used to pay for excess health, dental or vision insurance premiums or be taken as taxable cash,

- c. The 125 Benefit Plan Contribution is separate from the Health Contribution in IV.S and the Dental Contribution in IV.R. Retired City employees are not eligible to receive the 125 Benefit Plan Contribution.

K. COLLATERAL BENEFIT. The City agrees to pay up to \$100 per month to any eligible affected retiree; eligibility is as defined in the subparagraphs below:

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. 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.
2. This article does not diminish or alter retiree health insurance benefits provided to affected employees retiring prior to July 1, 1987.
3. The provisions of Article III.I do not apply to employees hired on or after July 3, 2011.

L. DEFERRED COMPENSATION PLAN. The City shall continue to provide for deferred compensation plans, which may be utilized by an employee 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 that provides for the best interests of both the employees and the City. Such plan shall be implemented without cost to the City.

M. EDUCATION INCENTIVE PAY. The City shall provide educational incentive compensation to qualifying employees for a degree from an accredited college or university when such a degree is higher than the minimum degree required for the position. No employee will be eligible for this incentive for one (1) year following completion of study in which reimbursement for tuition was made. Said incentive shall be compensated as follows:

Associate of Arts Degree	= 2%
Bachelor's Degree	= 4%
Master's Degree	= 6%

N. TUITION REIMBURSEMENT. The City shall reimburse any requesting employee's tuition costs for 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" or "pass" or better at the completion of the course. Such reimbursement shall be prorated on the number of hours worked (e.g., .75 PBLB shall receive \$750 during any fiscal year) and shall be submitted in the year incurred which is prorated based on the full \$1000.00. Employees who are receiving the Education Incentive Pay in this Article, Section L, are not eligible for this tuition reimbursement. Employees will be eligible for

this program following one year after they have terminated their receipt of Education Incentive Pay provided for under Section L above.

- O. PROFESSIONAL PARTICIPATION. The City shall pay for the annual membership cost up to one hundred fifty dollars (\$150) per year for participating in professional organizations approved by their respective Department Director.
- P. BILINGUAL PAY. Each affected non-probationary employee (other than those on new hire probation) who has the ability to fluently converse in one of the following languages: Spanish, Cambodian, Vietnamese, Cantonese, Korean, Mandarin, Tagalog or American sign language, and regularly uses the language in his/her work, shall receive additional prorated compensation based on PBE (e.g., .75 PBE shall receive \$375 per year for bilingual pay in compliance with this Article). This additional compensation shall be paid to the qualifying employee over 24 pay periods during the fiscal year. The City reserves the right to establish standards and procedures to determine if an affected employee is qualified to receive such compensation. Multilingual compensation is limited to \$500 per year based on prorated PBE.

IV. ATTENDANCE AND LEAVES

- A. HOURS OF WORK.
 - 1. WORK WEEK. .75 PBE employees in the Library shall generally work three (3) nine hour days, one (1) six (6) hour day every other Saturday. Exceptions to this schedule can be made by mutual agreement between management and the affected employee.
 - 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 for an employee who was hired during the first week of the pay period shall have his/her service anniversary date set to the beginning of the pay period. Those employees hired during the second week of the pay period shall have his/her service anniversary date set to the first day of the following pay period.
 - 1. Employees shall accrue 100% of their leave entitlement, based on PBE, if they are in a paid status for the entire bi-weekly pay period; however, employees will be credited with a prorated amount of leave entitlement equivalent to the percentage of time in a paid status. For example, if the employee is only in a paid status for one (1) week of the pay period, the employee will accrue 50% of the accruals based on PBE.
- D. EXECUTIVE LEAVE.
 - 1. Employees hired prior to July 3, 2010 shall receive Executive Leave at the rate of 3.077 hours per pay period, prorated to PBE (e.g., .75 PBE would receive 2.30 hours per pay period). This benefit is subject to the

scheduling approval of the City Manager or appropriate Department Director.

2. Employees hired on or after July 3, 2011 shall receive Executive Leave at the rate of 2.308 per pay period, prorated to PBLE (e.g., .75 PBLE would receive 1.731 hours per pay period).
3. Employees working less than a full pay period shall be credited with a prorated amount of Executive Leave based on PBLE as described in Article III.D.1.
4. Employees, with the Department Director's or designee's approval, are eligible to take Executive Leave as it is accrued.
5. EXECUTIVE LEAVE CAP.
 - a. Employees hired prior to July 3, 2011 shall accrue Executive Leave not to exceed the amount that can be accrued for three (3) fiscal years.
 - b. Employees hired on or after July 3, 2011, shall accrue Executive Leave not to exceed the amount that can be accrued for one (1) fiscal year.
6. COMPENSATION FOR ACCRUED EXECUTIVE LEAVE. Upon separation from service, employees:
 - a. Hired prior to July 3, 2011 shall be compensated for a maximum of eighteen (18) months accrual of Executive Leave.
 - b. Hired on or after July 3, 2011 shall be compensated for their accrued Executive Leave at their regular rate of pay as follows:

Years of Service	Percentage
0 - 5	0%
5 - 9	25%
10 – 14	50%
15 – 19	75%
20 and over	100%

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 of 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's: spouse; registered domestic partner; children; step-children; the employee's or spouse's 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 herein. 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 employees 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 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.
- e. Sick leave shall not be granted to any employee to permit an extension of the employee's vacation.
- f. Sick leave shall not be granted to any employee during the first six (6) full calendar months of the employee's original new hire probationary period. Upon the successful completion of the probationary period, the employee shall be credited with sick leave that would otherwise have been accrued during the probationary period.
- 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 reason for the sick leave, the treatment recommended for it, and 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 in lieu of sick leave unless approved by the Department Director.

3. SICK LEAVE ACCRUAL.

- a. All employees shall accrue twelve (12) work days of sick leave annually, prorated per PBLE (e.g., .75 PBLE shall receive 9 work days). Such accrual shall begin on the Service Anniversary Date and shall take place on a bi-weekly basis.
- b. Sick leave may be accrued to a maximum of two thousand (2,000).
- 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 an 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 accrued sick leave provided such employee has a balance on the books of not less than one hundred ninety-two (192) hours of sick 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 on November 1 of each year shall be eligible to convert accrued sick leave to vacation leave on the following basis:
 - 1. This conversion program applies to sick leave hours earned but not used in the previous twenty-six (26) pay periods (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 leave. Such conversion shall not exceed the vacation accrual cap.
- b. As an alternative to this conversion, employees may elect to sell back sick leave based on the formula in Article IV.E.4 provided the

employee has a balance of at least 200 hours of vacation leave on the books and the employee does not require additional vacation leave. Said payment shall be made by the second pay day in December of each year.

F. BEREAVEMENT LEAVE.

1. A probationary and non-probationary employee is entitled to a leave of absence (per occurrence) due to the death of a member of his/her immediate family not to exceed four (4) days, or five (5) days if out-of-state travel is required, (prorated by PBLE).
2. 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's spouse, registered domestic partner, children, stepchildren; the employee's or spouse's 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.
3. Additionally, non-probationary employees may utilize sick leave or vacation leave if additional leave is needed with the approval of the Department Director due to the death of a family member as defined in this Article.
4. Employees may use up to three (3) days of sick leave due to the death of a family member not defined above.

G. HOLIDAYS.

1. Employees shall receive the following paid holidays on a straight-time regular rate of pay basis (prorated by PBLE):
 - 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. Veterans' Day, November 11;
 - 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 falls on a Sunday, the first work day following will be observed as the holiday. In the event that any

of the above holidays falls on Saturday, the preceding work day will be observed as the holiday. Additionally, if the holiday falls on the employee's flex day, the employee shall take off the working day immediately preceding or following the holiday, with the supervisor's approval, as long as the day off falls within the same payroll period.

- a. For the Christmas and New Year's 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 the public and to City services.
3. Employees shall be credited with two (2) working days of floating holiday time each January 1st, prorated by PBLE. Except as provided herein, there shall be no carryover 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.
4. In the event that a holiday falls on an employee's regularly scheduled day off and the employee is not able to take another day off (at the City's discretion), the employee shall be entitled to receive holiday pay at straight time, hour-for-hour basis. If the employee is off work on a holiday for any reason, the employee will receive Holiday Pay only and is not entitled to receive any other compensation (i.e., sick leave, vacation, etc.).

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 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.

- d. Vacation leave shall accrue but shall not be granted to any employee during the first six (6) full calendar months of service.

2. VACATION ACCRUAL.

- a. VACATION ACCRUAL RATES. All employees shall accrue vacation leave, beginning on the Service Anniversary Date, for each bi-weekly pay period of service as a City employee as provided below. Such accrual shall take place on a bi-weekly 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, prorated by PBLE.
 - 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, which shall be prorated by PBE.
 - 3. 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, which shall be prorated by PBLE.
 - 4. 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, which shall be prorated by PBLE.
 - 5. 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 which shall be prorated by PBLE.
- b. Employees shall take annual vacation leave away 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.

- 3. COMPENSATION FOR ACCRUED VACATION LEAVE. Upon separation, an employee shall receive compensation for the balance of vacation leave on the books except for the additional hours accrued above the current cap during the term of these Personnel Rules and

Regulations. Such compensation shall be paid at the employee's regular rate of pay 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 paid at the regular rate of pay and based on the vacation leave on the books as of the last pay period ending in October each year with said payment to be made on the first pay day in December.

a. Effective for the buy back payment made in December 2017, the following provisions will be in effect:

- i. Each year, employees may make an irrevocable election to sell back vacation leave accruals anticipated to be earned in the subsequent calendar year.
- ii. Employees must have at least 300 hours of vacation leave as of the last pay period ending in October to be eligible to sell back vacation leave.
- iii. The employee may elect to sell back up to 80 hours of leave anticipated to be accrued from the first pay period ending (PPE) in January through the first PPE in November.
- iv. The employee must submit an irrevocable election form to the Finance Department Payroll Unit no later than December 1 (or the Monday after if December 1 falls on a day City Hall is closed).
- v. Payment shall be made in the first paycheck in December of the year it was accrued.
- vi. The election cannot be changed once made and submitted to Payroll in order to comply with Internal Revenue Service (IRS) requirements related to cash-outs of accrued leave.
- vii. The payment made will not exceed vacation hours actually accrued during the eligible period. The sell back may not reduce the vacation leave balance below 300 hours.
- viii. The timeline for 2017 is provided below based upon the deadlines described above and will follow a similar pattern in future years.

Date	Action
October 29, 2016	Must have accrued at least 300 hours of vacation to be eligible to sell back.
December 1, 2016	Must submit irrevocable election form to Finance Department/Payroll by this

	date.
PPE 1/7/2017 through PPE 11/11/2017	Must accrue the number of hours requested for sell back.
December 7, 2017	Will receive payment as part of regular check issued.

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. Any employee who has successfully completed the original probationary period 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 the 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 deny any such request or any extension of said approved leave.
2. Any 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 City service at 6:00 p.m. on the third day. Normally, no administrative or civil method shall exist by which to contest said result.
3. No employee may break up the use of accrued leave in order to retain City health insurance.

K. COMPENSATION FOR JURY DUTY.

1. An employee who receives notification to participate as a juror shall notify the supervisor the following work day. An employee of the City who is required to participate as a juror or 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. Employee 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. Failure to submit proper certification

may result in non-payment of jury duty pay. 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 provision to the City of a certified court document showing that trial counsel and/or the Court estimated the trial for which an employee has been selected as a juror, to be a fifteen (15) or more 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 Director of Human Resources/Risk Management 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.

M. MATERNITY LEAVE. Employees who become pregnant may continue regular employment status, subject to the following restrictions:

1. As soon as the fact of pregnancy has been established, the employee shall furnish the City with a written physician's statement indicating the expected date of birth and whether or not the employee's present state of health enables continued work. The City may, however, request an additional statement from the employee's personal physician at any time.
2. Employment may continue as long as the employee can safely and efficiently perform all job duties.
3. A female employee may continue as long as the employee can safely and efficiently perform all job duties.
4. During the period that such female employee is unable to continue regular job duties because of pregnancy, accrued leave may be used.

If the leave benefits described herein are more restrictive than those authorized by the Federal Family and Medical Leave Act (FMLA) of 1993 or the California Family Rights Act of 1993, or subsequent Acts, then said Acts shall prevail. If the leave provisions described herein are less

restrictive than provided for by the Acts, or subsequent Acts, then this Document shall prevail. Employees shall submit FMLA requests for maternity leave, thirty (30) days in advance.

- N. PATERNITY LEAVE. If the leave benefits described herein are more restrictive than those authorized by the FMLA or the California Family Rights Act of 1993, or subsequent Acts, then said Acts shall prevail. If the leave provisions described herein are less restrictive than those provided for by the Acts, then this Document shall prevail. Employees shall submit FMLA requests for paternity leave thirty (30) days in advance.
- O. WITNESS LEAVE. Employees shall receive regular rate of 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. INDUSTRIAL INJURIES AND ACCIDENTS

- A. The State of California Workers' Compensation Laws and this Document shall govern all aspects of duty-related injuries, illnesses and accidents. For more information, refer to the Human Resources/Risk Management Manual.
- B. INJURY AND ILLNESS REPORTING.
 - 1. All duty-related injuries or illnesses shall be reported to the appropriate immediate supervisor within 24 hours if the employee is incapacitated or other extenuating circumstances exist, rendering the employee unable to report the injury or illness within 24 hours, then the employee or their representative shall report the injury or illness as soon as physically possible.
 - 2. If the injury or illness occurs at the end of the work week and if an immediate supervisor is not available, then the injured employee shall leave a message on the supervisor's voicemail within 24 hours, with the following details: date/time of injury, nature of injury, how it occurred, where it occurred, if the employee sought medical treatment and if so where, and if the employee will return to work on the next work day. Then, the employee shall report to the supervisor either via telephone or in person, on the next work day, in order to receive the required paperwork and to present any doctor's note.
- C. ACCIDENT REPORTING.
 - 1. Any duty-related accident, which results in any injury or property damage, shall be reported to the appropriate immediate supervisor within one (1) hour by any accident-involved employee if the employee is incapacitated or other extenuating circumstances exist, rendering the employee unable to report the injury or illness within 24 hours, then the employee or their representative shall report the injury or illness as soon as physically possible.

2. Any duty-related accident, which does not result in an injury or property damage, shall be reported to the appropriate immediate supervisor by any accident-involved employee by the end of the workday schedule in which the accident occurred.
- 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, agreed medical examiner, or qualified medical examiner. If light duty is offered, the employee may decline light duty and remain off work, but is 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, agreed medical examiner, or qualified medical examiner. Any dispute regarding any such claim shall be resolved through the State Workers' Compensation Board process.
 2. COMPENSATION. Any employee granted a leave of absence for industrial disability shall receive full prorated salary and benefits from the City 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 be authorized after an employee's separation from City service.
 - c. 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.

- d. An employee may request an extension of any such leave of absence for industrial disability by using accumulated sick leave or vacation if proper medical certification has been provided.

VI. SEPARATION FROM CITY SERVICE

- A. Separation of an employee from City service may be accomplished in any of the following alternative manner:
 - 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 fourteen (14) calendar days prior to an employee's actual separation from City service.
 - 3. Retirement which may be either deliberate or by virtue of disability.
 - 4. Layoff which 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 subject to layoff has fourteen (14) calendar days advance notice. Laid off employees do not have displacement rights. Any employee having a satisfactory employment record, who is separated from City service by virtue of a layoff, may be eligible for reappointment to their former classification in City service within one (1) year of layoff.
 - 5. Discharge as a result of disciplinary action as provided for in this Document.
 - 6. Death.
- B. All assigned City property and/or equipment must be returned prior to last day of employment or the replacement value will be deducted from the employee's last check.

VII. STANDARDS OF CONDUCT

- A. It is expected that all City employees shall render the best possible service and reflect credit on the City, and 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 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 or 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 or inconsistent attendance.
7. Rude or discourteous treatment of other employees or the public.
8. Dishonesty.
9. Using the employee's 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.
13. Improper or unauthorized use of City vehicles or equipment or misappropriation of supplies.
14. Damage to City or public property or the waste of City or 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, falsification of time cards, or falsification of other records and reports.
17. Absence from duty without authorized leave, 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 type 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 qualification(s), certificate(s), or license(s), which is (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 employees.
24. Breach of Confidentiality: It is recognized and acknowledged by the City and the employee that the maintenance and integrity of confidential documents, information and materials is a critical component of job performance. All employees have 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 City employee. Any violation of the duty and/or job responsibility will result in immediate disciplinary action against that employee, which may include termination, suspension, or other action authorized by this Document.
25. Or other just cause.

VIII. DISCIPLINE AND DISCHARGE

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
 - c. 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 meeting shall be recorded by a certified shorthand reporter. Expenses for such recording services shall be by the City.
 1. The expenses for the hearing officer shall be borne by the City, 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 meeting, 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 meeting 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.
- 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.

D. 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.

- E. The time limits in this procedure may only be waived by mutual agreement of both parties, in writing.
- F. 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.

**APPROVED AND ORDERED IMPLEMENTED BY THE POMONA CITY COUNCIL ON THIS
7th DAY OF MAY, 2018.**

ATTEST BY: _____
EVA BUICE, MMC
CITY CLERK

BY: _____
TIM SANDOVAL
MAYOR

APPROVED AS TO FORM: _____
ARNOLD ALVAREZ-GLASMAN
CITY ATTORNEY

APPENDIX A

DESIGNATED UNREPRESENTED, MID-MANAGEMENT LIBRARY GROUP C-2 POSITIONS

Group C-2 - Described as professional classifications normally “exempt” from FLSA, but dependent upon FLSA exempt testing requirements.

Group C-2 Partial Benefit Library Employee (PBLE) positions are scheduled less than full-time (.5 PBLE to less than 1.0). These individuals are referred to as PBLE employees.

MONTHLY - Effective October 1, 2016						
<u>Classification</u>	<u>Scale</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Library Supervisor	MC-066	5,319	5,589	5,868	6,159	6,468
Library Supervisor (75%)	MC-066	3,989	4,192	4,401	4,619	4,851
Senior Librarian	MC-066	5,319	5,589	5,868	6,159	6,468
Senior Librarian (75%)	MC-066	3,989	4,192	4,401	4,619	4,851

MONTHLY - Effective October 1, 2017						
<u>Classification</u>	<u>Scale</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Library Supervisor	MC-066	5,425	5,701	5,985	6,282	6,597
Library Supervisor (75%)	MC-066	4,069	4,276	4,489	4,712	4,948
Senior Librarian	MC-066	5,425	5,701	5,985	6,282	6,597
Senior Librarian (75%)	MC-066	4,069	4,276	4,489	4,712	4,948

MONTHLY - Effective October 1, 2018						
<u>Classification</u>	<u>Scale</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Library Supervisor	MC-066	5534	5815	6105	6408	6729
Library Supervisor (75%)	MC-066	4,151	4,361	4,579	4,806	5,047
Senior Librarian	MC-066	5534	5815	6105	6408	6729
Senior Librarian (75%)	MC-066	4,151	4,361	4,579	4,806	5,047