

June 30, 2018 – June 28, 2019

CITY OF BUENA PARK MANAGEMENT UNIT



COMPENSATION PLAN

No. 18-19

ADOPTED JUNE 12, 2018, RESOLUTION No. R13797

AMENDED JUNE 26, 2018, RESOLUTION No. R13803

AMENDED JULY 10, 2018, RESOLUTION No. R13830

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SECTION 1 – TERM

This Compensation Plan shall be effective as of midnight on June 30, 2018.

PAY

SECTION 2 – ASSIGNMENT OF CLASSES TO PAY RANGES

Each classification is assigned to a pay range as shown in Exhibit A.

SECTION 3 – SALARY SCHEDULE AND INCREASES

- A. The schedule of base pay rates is contained in Exhibit A.
- B. Ratification Bonus. A one-time, single Ratification Bonus payment in the amount of \$3,000.00 shall be paid to all employees in the classifications in Exhibit A on payroll as of the effective date of this Compensation Plan. Ratification Bonus payments will be subject to all applicable federal and state tax withholdings. Ratification Bonus payments will not be considered compensation reportable to CalPERS or included in the calculation of regular rate for overtime, benefits, or for any other purpose.

SECTION 4 – BILINGUAL PAY

The City shall provide bilingual pay at the rate of \$35.00 per month to the incumbents of positions - one at City Hall, one at the City Yard, and one at the Ehlers Recreation Facility. The City Manager shall designate the positions based on the City's business needs. The following criteria must be met:

- A. The employee passes a qualifying examination administered by Human Resources.
- B. The employee uses bilingual skills as required by the City.

SECTION 5 – LONGEVITY PAY

- A. An employee with 15 years or more of current continuous City service shall receive an additional two percent base salary.

SECTION 6 – EDUCATION PROGRAM

- A. REIMBURSEMENT. An employee who is pre-approved by the department head to attend a specified, off-duty education course shall receive reimbursement for certain expenses.

An approved education course is defined as off-duty instruction that will be mutually and immediately beneficial to the employee and the City.

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1. Prior to enrolling in the class, an employee desiring reimbursement for expenses shall acquire the department head's approval as to course content and its relationship to the employee's City employment. On completion of the course, with a grade of "C" or better, the employee shall submit a "Request for Educational Reimbursement" form to the department head along with a copy of the official transcripts and receipts for the total cost of the course.

On approval by Human Resources and Finance, the employee shall then be reimbursed a maximum of \$2,000 per fiscal year for tuition, transportation costs where appropriate, registration fees, and related expenses necessary for completion of the course. The cost of books required for the course shall be reimbursed at actual cost; this reimbursement is not part of the \$2,000 maximum described above.

2. Reimbursement will only be given for coursework taken within the current fiscal year (July 1 – June 30). The difference between the City's maximum obligation during any fiscal year and the total amount of actual reimbursement received by the employee during that fiscal year shall not be carried over or be available for use by the employee in any subsequent year.
3. A copy of the official transcript shall be forwarded to the Human Resources Office for retention in the employee's education file.

B. EDUCATION LOAN PROGRAM. The City will make available an interest-free loan program for employees who desire financial assistance with tuition, books enrollment fees, administration fees and related expenses. The annual maximum amount of each loan, shall be:

1. Undergraduate degree candidates may borrow up to the University of California (U.C.) rates for undergraduate tuition (currently up to \$11,220 per school year);
2. Graduate degree candidates may borrow up to the U.C. rates for graduate school tuition (currently up to \$14,960 per school year).

Employees must provide proof of admission, proof of enrollment, and proof of registration at the time of loan request.

Education loans shall be repaid via no more than 26 biweekly payroll deductions which shall commence following approval of the loan. Only one education loan per employee may be in place at any time.

An employee utilizing this program is eligible for the City's education reimbursement program, subject to the provisions set forth in this Section.

C. EDUCATIONAL INCENTIVE ALLOWANCE. An employee with a job-related (as determined by the City) degree or certificate from an accredited educational institution shall receive an additional allowance as follows:

- Associate of Arts Degree \$60.00 per month
- Bachelor of Arts Degree \$90.00 per month
- Master's or Ph.D. Degree \$120.00 per month

Special Certificates:

- 10 or more semester units \$30.00 per month
- 20 or more semester units \$60.00 per month

No employee may receive more than one Educational Incentive benefit at one time.

SECTION 7 – SAFETY SHOES

A. The City shall provide a safety shoe program for employees who perform significant field work as part of their normal and customary job duties.

B. The City shall pay up to \$60.00 every two years, through a direct purchase from a City selected vendor, for safety shoes which comply with current California Office of Safety and Health Administration (Cal/OSHA) standards, Title 8, Section 3385, as amended, for the following classifications:

- Assistant City Engineer
- Associate Engineer
- Building and Safety Manager
- Field Operations Manager
- Parks & Recreation Manager
- Planning Manager
- Utilities Manager

C. The City shall pay up to \$250.00 on a per fiscal year, through a direct purchase from a City selected vendor, for safety shoes which comply with current California Office of Safety and Health Administration (Cal/OSHA) standards, Title 8, Section 3385, as amended, for the following classifications:

- Code Enforcement Supervisor
- Fleet Maintenance Supervisor
- Sewer Services Supervisor

D. The City shall pay up to \$250.00 every two years, through a direct purchase from the City selected vendor, for safety shoes which comply with the current California Office

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of Safety and Health Administration (Cal/OSHA) standards, Title 8, Section 3385, as amended, for the following classifications:

- Facilities and Parks Maintenance Superintendent
- Street Maintenance Superintendent
- Water Services Superintendent

E. An employee who purchases safety shoes through this program shall wear such safety shoes while working outside of an office environment, in compliance with Cal/OSHA regulation, Title 8, Section 3385. The City Manager and/or his designee shall have discretion as to the need and necessity of the safety shoe purchase.

SECTION 8 – UNIFORM ALLOWANCE

- A. The City shall provide a work uniform to an employee who is required to wear a uniform by the department head and shall provide a City-paid cleaning service for such uniforms.
- B. The City agrees to continue to provide uniform cleaning service for employees who currently receive it.
- C. The monetary value for such purchase, rental, and maintenance of the required clothing which is a ready substitute for personal attire (uniform) shall be reported to the California Public Employees' Retirement System (CalPERS) as compensation as required by law. The annual retirement contribution shall be based on the stated amounts for the term of the Compensation Plan listed in Section 17 Public Employees' Retirement System. Any additional tax liabilities are borne solely by the employee.

SECTION 9 – VEHICLE ALLOWANCE

Incumbents of the following classifications shall receive \$300.00 per month for the use of a personal vehicle on City business:

1. Assistant City Manager
2. City Clerk
3. Director of Finance
4. Director of Human Resources/Risk Management
5. Director of Community Development
6. Director of Community Services

Each employee receiving this allowance shall have a personal vehicle at his/her work site each day he/she works, and shall use that vehicle on City business. For business trips more than 25 miles one-way from City Hall, the employee may use a City pool car or be reimbursed at the IRS rate for travel beyond the first 50 miles. An employee who

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uses rail transit for meetings or conferences (not commuting) shall be reimbursed for the cost of such transit.

City pool cars may be used in situations where a private vehicle may be endangered, e.g., fire, flood, or earthquake.

SECTION 10 – MILEAGE

An employee required to use a personal vehicle for City business shall be reimbursed at the rate allowed by the Internal Revenue Service.

RETIREMENT

SECTION 11 – PUBLIC EMPLOYEES RETIREMENT SYSTEM (CalPERS)

A. RETIREMENT PLAN. The City shall maintain its contract for a pension plan with the California Public Employees Retirement System (CalPERS), as originally adopted on March 1, 1964, and amended thereafter.

B. CONTRACT OPTIONS. The City's contract with CalPERS shall include the following options:

	<u>Government Code Section</u>
1. One Year Highest Compensation	20042
2. Military Service Credit as Public Service	21024
3. 2.5% at 55 – Full Formula	21354.4
4. Fourth Level of 1959 Survivor Benefit	21574
5. Pre-Retirement Optional Settlement 2 Death Benefit	21548

C. SECOND TIER CONTRACT OPTIONS. The City's contract with CalPERS for employees hired on or after December 22, 2012, shall include the following options:

	<u>Government Code Section</u>
1. Three Highest Years Compensation	20037
2. Military Service Credit as Public Service	21024
3. 2% at 60 – Full Formula	21353
4. Fourth Level of 1959 Survivor Benefit	21574
5. Pre-Retirement Optional Settlement 2 Death Benefit	21548

D. THIRD TIER CONTRACT OPTIONS. The City's contract with CalPERS for employees hired on or after January 1, 2013, shall include the following options:

	<u>Government Code Section</u>
1. Three Highest Years Compensation	7522.32
2. Military Service Credit as Public Service	21024
3. 2% at 62 – Full Formula	7522.20
4. Fourth Level of 1959 Survivor Benefit	21574
5. Pre-Retirement Optional Settlement 2 Death Benefit	21548

E. CONTRIBUTIONS.

1. Employees hired before December 22, 2012, the full eight percent (8%) cost of the CalPERS member contributions shall be paid by each employee via payroll deduction on a pre-tax basis.
2. Employees hired on or after December 22, 2012, the full seven percent (7%) cost of the CalPERS member contributions shall be paid by each employee via payroll deduction on a pre-tax basis.
3. Employees hired on or after January 1, 2013, shall pay 50% of the normal cost rate for the benefit formula 2% at Age 62 via payroll deduction on a pre-tax basis (Government Code Section 7522.30).
4. 1959 Survivor Benefit. Each employee will pay the employee share required by CalPERS (currently \$2.00 per month) and the City will pay the employer costs.

SECTION 12 – SOCIAL SECURITY

In the event the City and its employees are required to participate in the Federal Social Security program, the contribution designated by law shall be the responsibility of the employee, and shall be paid in full by the employee and the City shall not be obligated to pay or "pick-up" any portion thereof.

INSURANCE

SECTION 13 – MEDICARE

Employees hired by the City on or after April 1, 1986, shall pay the designated employee contribution to participate in the Medicare Program and the City shall be under no obligation to pay or “pick-up” any such contribution.

SECTION 14 – MEDICAL INSURANCE

A. The City shall provide group medical insurance under the California Public Employees' Medical and Hospital Care Act (PEMHCA).

B. City Contribution. The City shall contribute the following monthly amounts for group medical insurance. Any additional contribution necessary to maintain group medical insurance shall be borne solely by the employee.

1. Persons Hired On or Before June 30, 1999.

Employees

For coverage effective July 1, 2018

- Employee Only \$ 889.00
- Employee & 1 Dependent \$1,208.00
- Employee & 2 + Dependents \$1,440.00

Retirees

- Retiree Only \$160.00
- Retiree & 1 Dependent \$308.00
- Retiree & 2 + Dependents \$331.00

2. Persons Hired On or After July 1, 1999.

Employees

For coverage effective July 1, 2018

- Employee Only \$ 889.00
- Employee & 1 Dependent \$1,208.00
- Employee & 2 + Dependents \$1,440.00

Retirees

The City's contribution for retirees who were hired on or after July 1, 1999 is determined by the California Public Employees Retirement System (CalPERS) in accordance with Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- *For coverage effective January 1, 2018: \$133.00/month per retiree*
- *For coverage effective January 1, 2019: \$136.00/month per retiree*

C. EXCESS MEDICAL. An employee who selects a health insurance plan which costs less than the City's maximum monthly contribution may have the difference placed in his/her deferred compensation account, purchase products available through the City's Cafeteria Plan, or receive a cash payout. For example, an employee with no dependents is entitled to a maximum monthly contribution of \$889.00 per month. If he/she has a health insurance plan which costs \$536.99 per month the employee is entitled to \$352.01 per month in excess medical. However, Council members who select a health insurance plan which costs less than the City's maximum monthly contribution must apply the difference to his/her deferred compensation account.

D. WAIVER OF MEDICAL INSURANCE.

1. An employee may elect to not be covered by a City group medical insurance plan if he/she provides proof of coverage from another group medical insurance source. The City may require proof of coverage at any time.
2. An eligible employee may elect to have the City's monthly contribution applied to his/her deferred compensation account, the purchase of products offered through the Cafeteria Plan, and/or receive a cash payout. However, Council members who elect to waive the City's health insurance must apply the City's monthly contribution to his/her deferred compensation account.

The City Contributions shall be:

- For coverage effective July 1, 2018: \$839.00 per month

E. SERVICE RETIREMENT ACCOUNT (SRA). In addition to the Contribution pursuant to the CalPERS Contract, employees hired on or after July 1, 1999, will be allowed to bank accrued sick leave time for use upon Retirement from Service, into a Service Retirement Account to defer out-of-pocket expenses for purchasing group medical insurance under the City's program. The City will participate in the SRA by matching the employee contribution on a two-for-one basis.

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1. SRAs are not subject to fellow employee donations of sick leave or any other leave provisions. However, the SRA will be coordinated with the City's Sick Leave Buyback program.
2. To be eligible, an employee must have a sick leave balance of at least 480 hours, and must maintain at least 480 hours of sick leave after making such deposit.
3. An eligible employee may place up to one-half of any unused portion of his/her annual sick leave accrual into the SRA, with the City matching contribution of two-to-one. This provision will be coordinated with the Sick Leave buyback provision, thereby limiting buyback and SRA deposits to one-half of any unused portion of their annual sick leave accrual.
4. The SRA is not subject to bearing interest. Eligible employee deposits and the City's matching contributions are flat deposits.
5. Sick leave placed in the SRA will be converted into cash at the employee's base pay rate and thus will no longer be available as sick leave once deposited in the SRA.
6. The donor employee shall have two options for withdrawal of funds from the SRA.
 - a. At the option of the employee, upon retirement from service, the SRA will be paid at the then-hourly rate for the depositor. This shall include the employee contribution as well as the City's matching portion, which will be used to offset/defer costs associated with purchasing group medical insurance plans during retirement.
 - b. The employee may, at any time, withdraw hours from the SRA to convert to cash, and will be paid at the base pay rate in effect when the original deposit was made. An employee making an early withdrawal from the SRA shall not be entitled to any of the City's matching contribution, and shall lose that equal portion of the matching contribution as was withdrawn, i.e., two-to-one.
7. In the event that a participating employee separates from employment on other than a Retirement from Service (Service Retirement or Disability Retirement), the City shall payoff only the employee's portion of the contributions made to the SRA, at the base pay rate for each deposit, and shall not be entitled to any of the City's matching contribution.
8. In the event the SRA survives an active employee, or a retired employee, the City will pay off the balance of the employee's contribution to the survivor of record. Payment will be at the then-current base pay rate for the active

employee and/or at the base pay rate of withdrawal for the retired employee, including the City's matching contribution.

9. The City reserves and retains the right to hear and make determinations regarding any disputes caused by this provision of the MOU. Determinations shall be made in a manner that no employee shall lose his/her portion of the SRA and the City will not lose its portion of the matching contribution. Any determinations made in hearing a dispute to grant the City's portion of the matching contribution will be made on a case-by-case basis, and will not be determined to be a past practice or official policy of the City.

Any person employed by the City prior to July 1, 1999, who is not currently a member of this unit of representation shall enjoy all benefits and rights of those employees hired prior to July 1, 1999, upon later occupying a position within this unit of representation.

10. Effective July 21, 2012, employees not currently enrolled in the SRA program are not eligible to enroll in this program. This program is closed to new enrollees.

SECTION 15 – DENTAL INSURANCE

- A. The City shall continue to provide the current dental program for both employees and their eligible dependents under the age of 26.
- B. Each employee is responsible for choosing one of the three plans listed below. In the event that no choice is made, the employee will be deemed to have chosen no dental insurance coverage.
- C. Employees may switch plans only during the open enrollment period designated by the City.
- D. PAYMENT OF PREMIUMS. Employees shall pay the amounts shown below. Any additional amount necessary to maintain group dental insurance shall be paid by the City.
 1. **50/50 PLAN.** The insurance carrier pays 50% of major expenses (up to a maximum of \$2,000 per calendar year) and the employee pays 50%.

	<u>Monthly</u>
Employee Only	\$3.00
Employee & 1 Dependent	\$5.00
Employee & 2 + Dependents	\$7.50

2. **80/20 PLAN.** The insurance carrier pays 80% of major expenses (up to a maximum of \$2,000 per calendar year) and the employee pays 20%.

	<u>Monthly</u>
Employee Only	\$10.00
Employee & 1 Dependent	\$15.00
Employee & 2 + Dependents	\$20.00

3. **HMO PLAN.** The insurance carrier pays a portion of all services based on the fee schedule. Employees who enroll in this plan do not pay any monthly premium. Each employee is responsible for any co-payment associated with this plan.

SECTION 16 – LONG TERM DISABILITY INSURANCE

- A. The City shall pay the entire premium for a City-owned long-term disability insurance policy affording coverage to each active employee.
- B. The policy shall have a benefit waiting period of 60 calendar days of continuous disability. Anytime after the expiration of the benefit waiting period, the employee may apply for this insurance and may use accrued leave pursuant to the City's policy thereon.
- C. The maximum benefit for total disability shall be $66 \frac{2}{3}$ of the eligible employee's basic monthly earnings as defined in the policy document, or \$2,500 per month, whichever is less.

SECTION 17 – LIFE INSURANCE

- A. The City shall provide group term life insurance (including accidental death and dismemberment) for each employee (either full-time or part-time) in the amount of \$50,000. Each employee, at his/her own expense, may purchase additional life insurance from the insurer through the City.
- B. The City shall provide group term life insurance (including accidental death and dismemberment) in the amount of \$1,500 for each employee's:
 - 1. legal spouse or registered domestic partner, and/or
 - 2. children under the age of 19.

SECTION 18 – CAFETERIA PLAN

- A. The City shall provide a full flexible Cafeteria Plan under IRS Code Section 125, to include Premium Only Conversion and Health Care Spending and Dependent Care Accounts.
- B. The City and individual participants shall divide the cost of the third-party administration service fee. Service fees are to be paid only by employees enrolled in the Health Care Spending Account and/or Dependent Care Spending Account.

There is no service fee for participants in the Premium Only Conversion plan. The service fee may be amended from time to time by the City and the third-party administrator. The City will consult with employees prior to increasing any deduction from employees for any plan year.

- C. The City will utilize any assets remaining in the plan at the end of each plan year to off-set service fees for employees enrolled in either the Health Care Spending Account and/or Dependent Care Spending Account. "Plan year" is as defined in the plan documents. This item is governed by the Cafeteria Plan documents as it relates to Plan Year. Asset utilization to off-set service fees shall be determined no later than June 30 of any subsequent year.

SECTION 19 – ADMINISTRATION

- A. The City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Compensation Plan, provided that the benefits of the employees shall be substantially the same prior to implementation of this Compensation Plan.
- B. If, during the term of this Compensation Plan, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall meet with the Association prior to any change of insurance carrier or method of funding the coverage.
- C. All group insurance benefits shall be provided and calculated in accordance with the City's contracts with insurance providers.

LEAVES

SECTION 20 – HOLIDAYS

- A. The following dates, and such other days or portion of days as may be designated by motion of the City Council, shall be observed as paid.

New Year's Day	January 1
Martin Luther King Jr. Day	3 rd Monday in January
Washington's Birthday	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday following 4 th Thursday in November
Day before Christmas	December 24
Christmas Day	December 25

- C. In addition to the above, one floating holiday per fiscal year may be earned by Mid-Management Group Employees (Executive Management Group Employees are not eligible). This floating holiday shall be designated by the employee and requires management approval, in advance, before it is taken. New hires must be employed for three months before becoming eligible for the floating holiday.
- D. When a holiday occurs on a Saturday, the preceding Friday will be observed instead. When a holiday occurs on a Sunday, the following Monday will be observed. When a holiday occurs on an off-Friday, the preceding Thursday shall be observed.
- E. **Holiday Closure.** The City shall close the City Hall, City Yard, and Community Center facilities to the public during the holiday period between Christmas Eve and New Year's Day. During the closure, employees will have the option to use accrued Vacation, Management Leave, or Floating Holiday. Employees without sufficient accrued leave time to cover the holiday closure may borrow from future vacation accrual.

The City maintains the right to determine the essential services which still operate during this closure period.

SECTION 21 – VACATION LEAVE

- A. ACCRUAL. Vacation leave shall accrue to each management full-time employee at the following rates:

Mid - Management

<u>Years of Service</u>	<u>Vacation Hours Accrued</u>
Less than 5 years	10 days vacation (80 hours)
5 to 10 years	15 days vacation (120 hours)
10 years of service and over	20 days vacation (160 hours)

Executive Management

<u>Years of Service</u>	<u>Vacation Hours Accrued</u>
Less than 5 years	10 days vacation (80 hours)
5 to 10 years	15 days vacation (120 hours)
10 years of service and over	20 days vacation (160 hours)

- B. ACCUMULATION. Accumulation of vacation leave in excess of that earned in two years is prohibited. All vacation leave exceeding the authorized accumulation shall be forfeited.
- C. USAGE. Vacation leave taken shall not be in excess of that actually earned at the time the vacation starts.
1. Each employee must take at least 40 hours of vacation each fiscal year.
 2. The time during the calendar year at which an employee shall take vacation shall be determined with particular regard for the needs of the service and due regard for the wishes of the employee.
 3. In the event one or more municipal holidays falls within a vacation leave, such days shall not be charged as vacation leave, and the vacation leave shall be extended accordingly for employees eligible for such holidays.
 4. Any leave of absence without pay shall not accrue vacation leave for each 30 day period of such leave.
 5. No employee shall be entitled to any vacation until completion of 12 months of continuous service, with the exception of using Management Leave and Floating Holiday.
 6. All usage of vacation and Management leave time should be requested and approved by the employee's department head or designee at least two days prior to the start of vacation time.

D. ANNUAL CONVERSION.

Mid-Management - Once each fiscal year, an employee may elect to convert up to 55 hours of vacation leave into a cash payment at the employee's then-current rate of base pay. To be eligible for this option, the employee must utilize 40 hours of vacation leave in the preceding fiscal year. Unused Management Leave may not be used for cash payment.

Notwithstanding the above paragraph, an employee may convert up to a maximum of 80 hours of annual vacation leave into a cash payment as long as the employee has 240 hours, or more, of annual vacation leave "on the books" after the conversion.

2. Executive Management - Once each fiscal year, an employee may elect to convert up to 80 hours of any combination of vacation and/or management leave into a cash payment at the employee's then-current rate of base pay.

The maximum payment for those executive management employees receiving longevity pay shall be limited to 55 hours. However, an employee receiving longevity pay may convert up to a maximum of 80 hours of any combination of vacation and/or management leave into a cash payment as long as the employee has 240 hours or more of annual vacation leave "on the books" after the conversion.

E. VACATION PAY AT SEPARATION. Upon separation, an employee will receive compensation at the current rate of base pay for all unused earned vacation up to and including the date of separation.

1. An employee who separates while serving a probation period in a classification to which the employee has been promoted shall receive separation vacation pay based on the hourly equivalent of the base pay received immediately prior to promotion, provided the employee has successfully completed a probation period in the classification from which the employee was promoted.
2. An employee who has not completed 12 months of continuous service shall not receive separation vacation pay for regular vacation.

F. CONTINUOUS SERVICE. For the purpose of computing years of service, an employee's continuous service shall be based on the effective date on which the employee received initial probationary appointment in the City service.

SECTION 22 – MANAGEMENT LEAVE

Management personnel are not eligible for paid overtime. Each employee shall receive 40 hours of management leave per fiscal year. Management leave must be taken by

June 30th each year and no part of it may be carried over into the next fiscal year. Mid-management employees' unused management leave may not be used for cash payment.

Additional time may be granted by the employee's department head for time spent at required meetings and special events.

The definition of meetings and special events includes:

- City job-related emergencies.
- City Council meetings.
- City Commission or Committee meetings.
- Any meeting or special event approved in advance by the department head or his/her designee.

SECTION 23 – SICK LEAVE

A. ACCRUAL.

1. Each full-time employee shall accrue sick leave with pay at the rate of eight hours for each full calendar month of continuous service in which the employee has worked or has been on authorized leave of absence with pay.
2. Any leave of absence without pay exceeding 15 consecutive days shall result in no accrual of sick leave during the consecutive days of the employee's leave of absence without pay that is in excess of 15 consecutive days.

B. ACCUMULATION. Sick leave may be accumulated without limit.

C. USAGE.

1. Eligibility for Use of Sick Leave. Sick leave may be taken only when the employee has sick leave credits. An employee shall be eligible to take sick leave after he/she has worked one full calendar month.
2. Sick leave may be granted only with the approval of the department head and only in case of a bona fide illness or medical/dental appointments of the employee. The department head may require a physician's certificate or other evidence of the adequacy of the reason for the employee's absence during the period for which sick leave was requested.
3. Sick leave may also be used for a bona fide illness or medical/dental appointments of a family member (spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, grandmother, grandfather) when the presence of the employee is required up to a maximum of three days per individual situation. The department head may require a physician's certificate or other evidence of

the adequacy of the reason for the employee's absence during any period for which sick leave was requested.

4. Maternity leave. The employee shall submit a doctor's statement approving her fitness to continue working for a specified term. A post-natal release from the doctor must be submitted prior to returning to work.
5. Sick leave shall not be used in lieu of, or added to, vacation. Accrued vacation leave may be used for sickness when all sick leave has been taken.
6. Sick leave during vacation. An employee who becomes ill while on vacation may have such period of illness charged to accumulated sick leave instead of to vacation, provided that immediately upon return to duty, the employee submits to the department head a written request for sick leave and a written statement signed by the employee's physician describing the nature and dates of the illness.
7. Limitations. No employee shall be entitled to accrue or to take sick leave with pay while absent from duty for all of the following reasons:
 - a. Disability or illness arising from compensated employment other than with the City of Buena Park.
 - b. Leave of absence without pay.
 - c. Absence because of intoxication or for the purpose of recovering from intoxication.

D. MEDICAL LEAVE OF ABSENCE. Upon written request of the employee and recommendation of the department head, the City Manager may authorize in writing a leave of absence without pay for the purpose of recovering from an illness, provided:

1. The employee has used all accumulated sick leave.
2. The employee has been continuously employed in the City service for at least one year.
3. The employee presents to the department head for referral to and consideration by the City Manager a written explanation of the employee's illness and an estimate of the time needed for recovery signed by the employee's physician.
4. Prior to resuming duties, the employee may be required to take a medical examination at the employee's expense and as prescribed by the City Manager. The employment record and the results of such examination shall be considered

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by the City Manager or designee in determining the employee's fitness to return to work.

5. The maximum period of such leave shall be three calendar months. If the employee desires an extension, the employee shall follow the procedure described in subparagraph 3 above.

E. PENALTY FOR ABUSE. When, in the judgment of the department head, the employee's reason for being absent because of alleged sickness is inadequate, the department head shall indicate on the payroll form that the absence was without pay. The department head may recommend to the City Manager that appropriate disciplinary action be imposed against the employee.

F. ANNUAL BUYBACK PROGRAM.

1. To be eligible, an employee must have:
 - a. 480 hours of accumulated sick leave as of the first pay period of July of the preceding year, and
 - b. 480 hours of accumulated sick leave remaining after the cash out.
2. An employee who wishes to participate must file a written request with his/her department head within 30 days of the end of a fiscal year on June 30. This request will apply for the previous fiscal year sick leave accumulation.
3. Participants will be paid for 50% of the hours accrued during the fiscal year. These hours being paid will be deducted from the employee's sick leave bank. The remaining hours accrued, but not used, will remain in the employee's sick leave bank. Payment will be based at the employee's base hourly rate in effect at the time of payment.

G. SICK LEAVE PAY ON SEPARATION. Except as herein provided, no payment shall be granted to an employee for accrued sick leave at the time of separation. Termination of an employee's continuous service, except by reason of layoff for lack of work or funds, shall abrogate all sick leave accrued at the time of such separation, regardless of whether the employee subsequently reenters the City service.

Employees shall be compensated for unused sick leave upon honorable separation after 10 years of service or retirement in accordance with the following schedule:

<u>Years of Service</u>	<u>Maximum Sick Leave Hours Eligible for Payment</u>
5 – 10	192 (20% of 960)
10 – 15	288 (30% of 960)
15 – 20	384 (40% of 960)
20 or more	480 (50% of 960)

All payments shall be at the employee's base hourly salary rate in effect on the date of separation.

SECTION 24 – BEREAVEMENT LEAVE

Whenever an employee who is eligible to receive sick leave is compelled to be absent from duty by reason of the death (or critical illness where death appears imminent) of a family member, the employee shall, upon approval of the department head, be entitled to charge such absence to the employee's accumulated sick leave to a maximum of five working days for each such incident. Use of such leave shall not count against the sick leave buy back or deposits made to the SRA.

"Family member" is defined as the employee's or spouse's:

- Father
- Grandfather
- Sibling(s)
- Spouse
- Mother
- Grandmother
- Child
- Grandchildren

SECTION 25 – WORKERS COMPENSATION

A. An employee who is absent from duty because of an on-the-job injury sustained during City employment shall receive his/her normal pay during the first 27 calendar weeks of such accident, provided the employee returns to the City any compensation paid under the provisions of the California Workers' Compensation Law for the corresponding period of time.

During this maximum 27-week period, an employee so entitled shall continue to receive all forms of compensation he/she would be receiving as if at work. The employee shall also be eligible for consideration for merit pay increases during this period.

B. After this maximum 27-week period, an employee who has not returned to work shall not receive any other form of compensation from the City, including, but not limited to, accrual of vacation and sick leave, holiday pay, special assignment pay,

education pay or payment of group insurance premiums. An employee may not use accumulated sick leave or vacation to supplement temporary disability indemnity payments.

SECTION 26 – JURY DUTY

No deduction shall be made in the pay of an employee who serves on jury duty if the employee has waived or remitted the jury fee for such jury duty. An employee who serves on jury duty on a scheduled day off shall not be required to remit his/her jury fees for that day. If the employee has not so waived or remitted the jury fee, the employee shall be paid only for the time actually worked in the City position. An employee summoned to jury duty shall immediately notify his/her supervisor in writing. The employee shall remit to the City all fees and allowances payable for jury duty, less reimbursements from the court for meals, travel, or lodging.

SECTION 27 – OTHER LEAVES

- A. LEAVE WITHOUT PAY. Upon written recommendation of the department head, the City Manager may authorize a leave of absence without pay for a period not to exceed 30 calendar days in a calendar year.
- B. Authorized leaves of absence without pay of 30 calendar days or less, and leaves of absence with pay for any period shall not constitute an interruption of an employee's continuous service and shall not be deducted in computing total City service. Authorized leaves of absence without pay in excess of 30 calendar days, unless covered by the Family Medical Leave Act, shall be deducted in computing an employee's total City service for advancement in salary range and for other purposes specified in this MOU, but shall not serve to interrupt continuous service.
- C. MILITARY LEAVE. An employee having a probationary or regular appointment shall be entitled to such benefits as are provided in the California Military and Veterans Code. An employee requesting military leave shall present a copy of military orders to the department head prior to the beginning of the leave.

Employees who present military orders for active duty status shall continue to receive all forms of compensation he/she would be receiving as if at work for the first 30 days of such absence in any one fiscal year (except weekend drills and/or training). Weekend drills and/or training are not considered active duty under the Military and Veterans Code and not eligible for salary continuation benefits.

If an employee is called to inactive duty and must report to such duty on days the employee is scheduled to work, the employee must request the time off and use their leave banks for such absence if necessary.

WORKING CONDITIONS

SECTION 28 – PAY PERIODS

- A. The City shall utilize the biweekly payroll system. Pay periods shall begin at 12:01 a.m. every other Saturday and end at midnight the second Friday (i.e., 14 calendar days later) thereafter. Paydays shall occur on the Friday following the conclusion of each pay period. The one exception is when that Friday is a federal holiday the payday shall fall on the preceding business day.
- B. Direct Deposit. The City shall electronically deposit employees' paychecks into a savings or checking account designated by the employee. All employees shall participate in the City's direct deposit payroll program. Each employee shall be responsible for providing the Human Resources Department with the correct routing number and account number of his or her banking institution.

SECTION 29 – HOURS OF WORK AND SCHEDULES

Unless otherwise prescribed in writing by the City Manager, the work week, work shift, and work schedule for each position shall be as follows:

- A. WORK WEEK. The work week for all full-time positions shall be 40 hours.
- B. WORK SHIFT. The work shift for all full-time positions scheduled on the "9/80 Work Plan" shall be nine hours a day for eight days, and eight hours for one day for a total of 80 hours in a two-week period.
- C. WORK SCHEDULE. The work schedule for each position shall be as established by the department head. All offices of the City, except those for which special regulations are required, shall be kept open for business on all days of the year except Saturdays, Sundays, and holidays continuously on week days in accordance with the Alternative Work Schedule.
- D. ALTERNATIVE WORK SCHEDULES. The decision to implement any alternative work schedule, including the 9/80 Plan and the trial 4/10 Plan for the City Yard facility, is at the sole discretion of the City. The alternative work schedule may be revoked at any time by the City as long as 30 days notice of revocation is given to the Management Unit and employees. Any modified work schedule shall not be considered a vested right or benefit and the City has no obligation to meet-and-confer or meet and consult prior to revocation. Any revocation shall not be subject to any internal grievance or appeal process or court action.

Except in cases of emergency, the City shall provide two weeks notice to an employee of any changes in his/her work schedule.

SECTION 30 – SUBSTANCE ABUSE– DRUG POLICY

- A. It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of co-workers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.
- B. It is in the best interest of the City, the Association, employees, and the public to ensure that employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe work environment, poor morale, and increased potential liability to the City. “Under the influence” means the knowing use of any illegal substance or alcohol or knowing misuse of a prescribed drug in a manner and to a degree that substantially impairs the employee's work performance or the ability to use City property or equipment safely.
- C. An employee, not on paid standby, who is called at home to return to work may decline to return if he/she feels physically unable to perform his/her job even if the employee perceives that the inability to perform is the result of having consumed alcoholic beverages. No reason need be given by the employee and the employee shall not be subjected to discipline for his/her refusal to return to work.
- D. The City provides an Employee Assistance program for employees who have problems with drugs and/or alcohol. Every effort shall be made by the City to refer employees who have such problems to this counseling service for assistance.
- E. The City may, upon showing of reasonable suspicion that this policy is being violated, compel an employee who is unable to perform the duties of his/her position to submit to a medical examination on City time and at the City's expense. “Reasonable suspicion” is a belief based on objective and articulable facts sufficient to lead a reasonable and prudent supervisor to suspect that an employee is “under the influence” in that the employee’s ability to perform the functions of the job is impaired or the employee’s ability to perform his/her job safely is reduced. Allegations of harassment pursuant to this paragraph shall be reported to the Human Resources Department. The Human Resources Department shall conduct an investigation into the alleged harassment and take appropriate corrective action as a result of its investigation. Nothing contained herein shall limit the City's right to discipline or discharge any employee.

SECTION 31 – GRIEVANCE PROCEDURE

- A. DEFINITION. A grievance shall be considered as any matter for which appeal is not provided for concerning a dispute about the interpretation or application of any ordinance, rule, or regulation governing personnel practices or working conditions.

B. PURPOSE.

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To afford employees, individually or through qualified employee organizations, a systematic means of obtaining further consideration of problems after every other reasonable effort has failed to resolve them through discussions.
3. To provide that grievances shall be settled as near as possible to the point of origin.
4. To provide that grievances shall be heard and settled as informally as possible.

C. PROCEDURE. Whenever an employee feels that the policy of the City is not being appropriately applied to his/her circumstance, he or she can file a grievance to resolve the dispute. The limitation on filing a grievance must be within sixty (60) calendar days from the date the employee first became aware of, or should have become aware of, the issue(s) underlying the grievance. To file a grievance, he or she shall take the following action(s):

1. The dispute should be discussed fully with the employee's most immediate supervisor, who should make every effort to resolve the dispute in a fair and equitable manner and in accordance with established policy. After the employee and the supervisor have discussed the incident, the supervisor will give the employee a verbal or written response within two working days.
2. The process described above shall continue through the line of supervision, up to and including the department head, if the aggrieved party is not satisfied with the resolution at the initial or preceding step(s). However, the employee must notify the department head of the dispute in writing.
3. Should the dispute not be resolved by the department head to the satisfaction of both parties, the employee will notify the Director of Human Resources of the dispute in writing. The Director of Human Resources will interview both parties in the dispute and others affected and report those findings to the City Manager and recommend steps to be taken to resolve the problem within the Department. Within 10 working shifts, the parties will be provided with a written response from the City Manager. The decision of the City Manager shall be the final step in the Administrative process.

SECTION 32 – ADVISORY ARBITRATION

City Council Resolution 1883, Personnel Rules and Regulations, Rule XVI, Section 2 and Section 5 shall be amended and is incorporated herein and attached as Exhibit F.

SECTION 33 – ANNUAL PHYSICAL EXAMINATION

Each employee is eligible for an annual physical examination by the City's medical examiner, or by a private physician upon written request to the Human Resources Department. The City will pay a private physician an amount equal to the amount paid to the City medical examiner, and the employee shall be responsible for paying any additional amounts required beyond the City's contribution.

SECTION 34 – SEVERANCE

Executive Management employees in classifications listed in Exhibit A are considered "At Will" and may be terminated at any time without cause. The City shall pay the employee a lump sum cash severance payment equal to two (2) months base salary.

If the City Manager terminates the employee's employment with cause, the employee shall not be entitled to any severance. "Cause" shall mean any of the following:

- a) Conviction of a felony;
- b) Conviction of a misdemeanor arising out of Employee's duties and involving a willful or intentional violation of law;
- c) Willful abandonment of duties;
- d) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council or persistent and willful violation of properly established rules and procedures; and
- e) Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of the City or its organizational units, or is detrimental to employee safety or public safety.

Severance pay shall not be required if the employee voluntarily separates from the City.

SECTION 35 – CITY COUNCIL BENEFITS

Members of the City Council shall be eligible to receive retirement, health and welfare, automobile, deferred compensation, and other benefits provided for in this Compensation plan to the extent consistent with Government Code Sections 36516, 36516.5 and 53200 *et seq.* and any other applicable legal requirements.

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EXHIBIT A – MANAGEMENT SALARY SCHEDULE – EFFECTIVE JUNE 30, 2018

Mid-Management Position	Range	Step 1			Step 2			Step 3			Step 4			Step 5		
		Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Assistant City Engineer	816	51.66	8,954	107,449	54.19	9,393	112,715	56.88	9,859	118,309	59.66	10,342	124,100	62.59	10,850	130,197
Associate Engineer	810	44.70	7,749	92,982	46.91	8,131	97,571	49.21	8,530	102,357	51.61	8,945	107,339	54.14	9,384	112,606
Building & Safety Manager	812	46.91	8,131	97,571	49.22	8,532	102,379	51.62	8,947	107,361	54.15	9,386	112,628	56.80	9,845	118,135
Code Enforcement Supervisor	806	40.60	7,036	84,438	42.58	7,381	88,568	44.65	7,739	92,873	46.83	8,116	97,397	49.12	8,513	102,160
Community Services Supervisor	801	35.98	6,237	74,845	37.74	6,541	78,494	39.60	6,863	82,362	41.53	7,199	86,383	43.54	7,546	90,557
Community Services Supervisor – Y-Rate	808	42.59	7,382	88,590	44.67	7,743	92,917	46.88	8,125	97,506	49.16	8,521	102,248	51.56	8,938	107,252
Economic Development Administrator	820	56.95	9,872	118,462	59.75	10,356	124,275	62.68	10,864	130,372	65.78	11,402	136,818	69.01	11,962	143,549
Facilities and Parks Superintendent	806	40.60	7,036	84,438	42.58	7,381	88,568	44.65	7,739	92,873	46.83	8,116	97,397	49.12	8,513	102,160
Field Operations Manager	816	51.66	8,954	107,449	54.19	9,393	112,715	56.88	9,859	118,309	59.66	10,342	124,100	62.59	10,850	130,197
Finance Manager	814	49.24	8,535	102,423	51.63	8,949	107,383	54.18	9,391	112,693	56.84	9,852	118,222	59.65	10,340	124,078
Fleet Maintenance Supervisor	800	35.11	6,086	73,031	36.82	6,383	76,593	38.63	6,696	80,352	40.51	7,022	84,263	42.48	7,362	88,350
Planning Manager	812	46.91	8,131	97,571	49.22	8,532	102,379	51.62	8,947	107,361	54.15	9,386	112,628	56.80	9,845	118,135
Principal Engineer	814	49.24	8,535	102,423	51.63	8,949	107,383	54.18	9,391	112,693	56.84	9,852	118,222	59.65	10,340	124,078
Purchasing Manager	814	49.24	8,535	102,423	51.63	8,949	107,383	54.18	9,391	112,693	56.84	9,852	118,222	59.65	10,340	124,078
Sr. Human Resources Analyst	810	44.70	7,749	92,982	46.91	8,131	97,571	49.21	8,530	102,357	51.61	8,945	107,339	54.14	9,384	112,606
Sr. Management Analyst	810	44.70	7,749	92,982	46.91	8,131	97,571	49.21	8,530	102,357	51.61	8,945	107,339	54.14	9,384	112,606
Sewer Services Supervisor	800	35.11	6,086	73,031	36.82	6,383	76,593	38.63	6,696	80,352	40.51	7,022	84,263	42.48	7,362	88,350
Street Maintenance Superintendent	806	40.60	7,036	84,438	42.58	7,381	88,568	44.65	7,739	92,873	46.83	8,116	97,397	49.12	8,513	102,160
Utilities Manager	816	51.66	8,954	107,449	54.19	9,393	112,715	56.88	9,859	118,309	59.66	10,342	124,100	62.59	10,850	130,197
Visit Buena Park Director	815	50.45	8,745	104,936	52.92	9,173	110,074	55.52	9,623	115,482	58.26	10,098	121,181	61.11	10,592	127,109
Visitor Services and Sales Manager	782	22.44	3,890	46,677	23.56	4,085	49,015	24.73	4,287	51,441	25.98	4,503	54,041	27.27	4,727	56,729
Water Services Superintendent	806	40.60	7,036	84,438	42.58	7,381	88,568	44.65	7,739	92,873	46.83	8,116	97,397	49.12	8,513	102,160

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

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EXHIBIT A – MANAGEMENT SALARY SCHEDULE – EFFECTIVE JUNE 30, 2018

	Minimum			Control Point		
	Annual	Monthly	Hourly	Annual	Monthly	Hourly
Executive Management						
Assistant City Manager	133,213	11,102	64.05	173,534	14,461	83.43
Director of Community Development	133,213	11,102	64.05	178,011	14,835	85.58
Director of Community Services	133,213	11,102	64.05	161,337	13,445	77.57
Director of Finance / City Treasurer	133,213	11,102	64.05	178,011	14,835	85.58
Director of Human Resources / Risk Management	133,213	11,102	64.05	169,314	14,110	81.40
Director of Public Works / City Engineer	133,213	11,102	64.05	178,011	14,835	85.58

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT B – COMPENSATION PLAN

- A. PURPOSE. The purpose of this Plan is to establish a Merit system of compensation based upon performance and productivity, with due consideration for all qualities of service and contribution to the City.
- B. SALARY RANGES. The establishment of salary ranges and the allocation of classes thereto shall be by Resolution of the City Council.

Full-time Regular, Probationary, Provisional, Temporary and Acting Appointments. An employee having a regular, probationary, or acting appointment that is on a full-time basis, shall be compensated at a biweekly rate as determined by the City Manager, subject to the provisions of this Resolution.

- C. RESPONSIBILITIES OF CITY MANAGER. At least annually, the City Manager shall review the existing Compensation Plan and recommend to the City Council a salary range for each class for which the City Manager is appointing authority. In determining salary ranges, consideration shall be given to both base pay, fringe benefits, and working conditions.
- D. STRUCTURE OF THE COMPENSATION PLAN. The Compensation Plan consists of salaries for each class as shown in Exhibit "A" designated as Management Salary Schedule.
- E. EXECUTIVE MANAGEMENT SALARY RATES AND PAY STRUCTURE. The basic structure of the Executive Management pay plan includes a minimum point, control point and maximum point. The control point is a point in the salary range which has been determined through the application of labor market data and internal relationship guidelines. Progression from the minimum point to the control point is based upon performance only.

1. Salary ranges are established as follows:

Salary ranges should consist of a spread of approximately 25 percent with a control point established 20 percent into the range. Specifically:

- a. The control point of a range should be set to that salary level established through the application of labor market data and internal relationship guidelines.
- b. The minimum point of the range shall be set 20 percent below the control point (i.e., control point divided by 1.20).
- c. The maximum point of the range should be set 5 percent above the control point (control point multiplied by 1.05).

- d. A 2-1/2% differential has been established between control points of the ranges.
2. Pay Increases within the Range. In providing pay increases within the salary range, the following administrative guidelines will be applied:

Salary increases within the range for employees in an existing job classification may be based on general, merit, or equity increases.

- a. New Department Head employees may be appointed anywhere in the salary range.
- b. Department Heads are eligible for a pro-rata salary increase after completion of six months of service given acceptable work performance. This increase shall be made only if recommended and approved by the City Manager.
- c. Any Department Head who demonstrates acceptable performance would normally progress to the control point over time, with salary increases awarded flexibly within the range at the City's discretion.
- d. Employees at control point will be handled on a case by case basis.
- e. Merit adjustments should be granted based on the employee's job performance, with high achievers receiving proportionately larger pay increases. Job performance below acceptable standards may result in an employee not receiving a merit increase, or receiving a deferred increase, regardless of the employee's placement within the salary range.
- f. As an employee moves from one range to another by promotion, reclassification or transfer, he/she shall be placed within the new range at no less than 5% above current salary. Actual placement shall be at the discretion of the City Manager.
- g. Adjustments shall be considered on an annual basis. Progression to the control point is based solely upon performance.

F. COMPENSATION PROCEDURE MID-MANAGEMENT.

1. The Salary Schedule for mid-managers is divided into five steps or salary rates. Step "1" is designated as an "entry level" step; the four additional steps are numbered "2" through 5".
2. Each class of position in management is designated to the proper Range Number in the Salary Schedule as shown in Exhibit "A".

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3. In General. Except as otherwise provided herein, all new employees shall be appointed at the entry level step of the salary range in effect for the class in which the appointment is made.
4. Exceptions. The City Manager may authorize such new appointments at a salary rate up to Step 5, when it is determined that equity among employees and the interests of the city will best be served.
5. Employees are eligible to progress to Step 2 after completing 12 months of service at Step 1 with a performance rating of satisfactory or better.
6. Employees are eligible for additional salary increases to Steps 2 through 5 after completion of one year of service at the preceding step on their salary anniversary date. These increases shall be made only if recommended by the Department Head and approved by the City Manager and are awarded in recognition of good performance and as an incentive for continued work improvement. This requires an annual performance evaluation by the employees' supervisor.

G. COMPENSATION UPON PROMOTION. Every promotion from one class to a higher class shall carry a minimum salary increase of five percent.

H. COMPENSATION ON DEMOTION.

1. Involuntary Demotion. An employee who is involuntarily demoted shall have the salary rate, at the time of demotion, reduced to the nearest lowest salary rate of the class of position to which the employee is demoted. The demoted employee shall not be required to serve a probation period in the lower position unless specifically determined by the City Manager.
2. Voluntary Demotion. An employee who requests demotion shall retain the current salary rate if such rate is within the salary range of the lower classification. If the employee's salary rate prior to the demotion was higher than the maximum salary of the lower position, the employee shall receive the latter. The employee shall not be required to serve a probationary period in the lower position unless specifically determined by the City Manager.

I. FAILURE TO COMPLETE PROBATION PERIOD. The compensation of an employee who is rejected during a probation period in a classification and who is assigned to a classification having a lower salary range shall be as follows:

1. If the employee had previously completed a probation period in a lower classification, the employee shall not be required to serve another one; the employee's last salary rate in the lower position shall be the employee's new salary rate upon reassignment to that position, and the employee shall earn

eligibility to receive subsequent merit salary advancements in accordance with the rules.

2. If the employee had not previously completed a probation period in a lower classification, the effective date of the reassignment to that class shall be the employee's new probationary anniversary date and the employee shall be required to serve a probation period.

J. COMPENSATION ON POSITION RECLASSIFICATION. The salary of an employee in a position that is reclassified shall be determined as follows:

1. Class with Same Salary Range. If the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate and the salary review date of the employee shall not be changed. This provision shall also apply to a change of class title provided there is no change in the basic duties of the position.
2. Class with Higher Salary Range. If the position is reclassified to a class with a higher salary range than the previous class, and if the incumbent is appointed to the reclassified position, the salary of the employee shall be governed by the section on compensation upon promotion.
3. Class with Lower Salary Range. If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, the employee's salary shall not change. The employee shall be temporarily "Y" rated until at such time the salary within the lower class meets or exceeds the employee's "Y" rated salary. The employee shall not be required to serve a new probation period.

K. COMPENSATION ON TRANSFER. The salary rate and salary review date of an employee who is transferred in class shall not change.

L. COMPENSATION FOR PORTION OF PAY PERIOD. A regular or probationary appointee serving on a full-time basis who works less than a full biweekly pay period, except when on authorized leave of absence with pay, shall receive as compensation for such period an amount equal to the number of hours worked times the employee's hourly rate. The number of hours worked in such pay period shall include paid holidays.

M. CHANGES IN CLASS SALARY RANGE. If a class is allocated to a different salary range, an employee in a position in that class shall be compensated at the same rate in the new range as the employee was receiving in the previous range, and the employee's salary review date shall not change.

N. COMPENSATION FOR ACTING APPOINTMENTS. Subject to the following conditions, an employee who is required on the basis of an acting appointment to

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serve in a class with a higher salary range than that of the class in which the employee is normally assigned shall receive the entry level salary rate of the higher salary range or the rate five percent higher than the rate the employee normally receives, whichever is greater, for all such hours assigned.

1. The employee must perform all the duties and assume all the responsibilities of the higher class.
2. Compensation for acting appointments shall be limited to the temporary filling of a vacant regular position due to termination, promotion, or extended sick leave of the incumbent or the temporary filling of newly budgeted positions, where the needs of the City require that the position be filled.
3. Acting appointments shall not be permitted for a period in excess of six continuous months, except in the manner provided in Section 2.20.080 of the Buena Park City Code.

The City Manager must approve all such appointments meeting the criteria set forth in this paragraph.

O. PROBATIONARY APPOINTMENT FOLLOWING PROVISIONAL APPOINTMENT.

Notwithstanding the other provisions of this Resolution, a provisional appointee in a class who, without a break in service, receives a probationary appointment to a position in the same class, the employee's probation period shall commence with the date of his provisional appointment. Satisfactory completion of such probation period shall be on written recommendation of the Department Head and approval of the City Manager.

P. CONSIDERATION OF EMPLOYEE REQUESTS. Any employee shall have the right to consideration by the City Manager of any request with respect to a claimed inequity resulting from the strict application of any of the sections contained herein. The employee shall submit to the Department Head a written statement of the claimed inequity and the employee's request, and the Department Head shall promptly forward the statement and the request, and the Department Head's written recommendation to the City Manager.

Q. CONTINUITY OF SERVICE REQUIREMENTS. Continuous service, as required for advancement within salary ranges and for other purposes specified in this Resolution, is defined as City Employment on a probationary, regular, or acting appointment basis without break or interruption.

Authorized leaves of absence without pay in excess of thirty (30) calendar days shall be deducted in computing an employee's total City Service for advancement in salary range and for other purposes specified in this Resolution but shall not serve to interrupt the employee's continuous service.

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- R. AVOIDANCE OF INEQUITIES. The City Manager may authorize special adjustments to avoid or eliminate inequities resulting from the strict application of any of the provisions of this Resolution.
- S. ADMINISTRATIVE REGULATIONS. The City Manager is authorized to issue written administrative personnel regulations designed to augment or clarify the provisions of this Resolution. Prior to issuance such regulations shall be referred to the City Attorney as to their conformance with this Resolution. At least annually such regulations shall be considered for possible incorporation in a revision of this Resolution.

EXHIBIT C – HIRING OF EMPLOYEE RELATIVES

The hiring of relatives of City employees is based upon the following criteria:

A “relative” is defined as a spouse, child, step-child parent, step-parent, parent-in-law, legal guardian, brother, sister, brother-in-law, sister-in-law, step-brother, step-sister, aunt, uncle, niece, nephew, grandchild, grandparent, regardless of their place of residence, or any other individual related by blood or marriage living within the same household as the City employee.

An “employee” is defined as any person who receives a City payroll check for services, full or part-time rendered to the City of Buena Park.

The employment of relatives of City employees within the City of Buena Park is limited to the following situations: Any relative of a Councilmember or the City Manager shall not be considered for employment within the City of Buena Park in any capacity, either full-time or part-time.

Any relative of a City-appointed commissioner, board or committee member, or department manager may not be considered for employment within the department or area of responsibility of such City-appointed commissioner, board or committee member of department manager. The employment of relatives of all other City employees is prohibited within the department of the existing employee when such related employee may: perform joint duties, share responsibility or authority; report to the same immediate supervisor; or be supervised by or would supervise a relative.

Relatives of City employees, except for relatives of Council members, the City Manager, City-appointed commissioners, board or department managers may be hired for seasonal assignments. However, such employment shall not exceed twenty percent (20%) of the compliment of seasonal employees in that classification and shall be selected only by an open recruitment process.

City employees who are related as described above, shall not be affected in their current job status except when the City Manager determines that the circumstances of such employment raises an undue hardship upon the other employees within the particular work unit and that such employment is detrimental to the supervision, safety, security or morale of the particular work unit.

If two existing City employees become married and their employment conflicts with the policy stated above, they may continue employment provided that such employment does not directly or indirectly place an undue hardship upon other employees within the particular work unit of the married couple and such employment is not detrimental to the supervision, safety, security or morale of the particular work unit. The City manager shall determine whether or not such detriment or undue hardship exists.

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The City Manager is authorized to issue written guidelines to implement and enforce this policy. All determinations made by the City Manager shall be final and conclusive and not subject to Section 2-136 of the Administrative Section of the City Code. In all situations where the City Manager determines a conflict to exist between existing or future related employees, the City Manager shall attempt to resolve such conflict in the following manner:

Attempt to redefine the job responsibilities of the related employees within the department to minimize the conflict.

If such redefinition of job status is not feasible, attempt to transfer one of the employees to a similar position (without guarantee or identical salary) that would not be in violation of this policy.

If transfer is not feasible or acceptable, request the voluntary resignation of one of the employees.

If one of the employees does not voluntarily resign, the employee with the least employment experience in the City of Buena Park may be discharged by the City Manager.

EXHIBIT D – HARASSMENT IN EMPLOYMENT POLICY

I. PURPOSE OF POLICY

- A. To define and issue to all employees the City's policy on the prohibition and prevention of harassment, discrimination, retaliation and bullying in the workplace.
- B. To fully inform all employees of their right to have a safe work environment and be free of unlawful harassment, discrimination, retaliation, and bullying in the workplace.
- C. To fully inform all employees that the City of Buena Park does not and will not tolerate any conduct that is believed to violate this Policy in the workplace.
- D. To inform all employees of their rights if they believe that they are or have been the victim of harassment, discrimination, retaliation, and bullying.
- E. To provide a means for the prompt reporting and full and effective investigation of harassment, discrimination, retaliation, and bullying complaints and to provide for effective remedial action against the harasser and for the victim.

II. STATEMENT OF POLICY

It is the Policy of the City that it will not tolerate verbal or physical conduct by any employee which harasses, discriminates, retaliates, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment. In addition to prohibiting all forms of harassment, discrimination and retaliation, the City also prohibits any form of "intimidation or bullying" in the workplace or elsewhere, such as at offsite events.

Harassment or discrimination against an applicant, unpaid intern, volunteer, or employee by a supervisor, management employee, elected or appointed official, co-worker, member of the public, or contractor on the basis of race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran status, or any other protected classification as defined below is prohibited and will not be tolerated.

This Policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

Harassment violates Title VII of the Civil Rights Act of 1974, the California Government Code, and regulatory guidelines of the Equal Employment Opportunity Commission and the California Fair Employment and Housing Commission.

All employees will be expected to comply with this Policy and take appropriate measures to ensure that such conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this Policy against harassment, discrimination, retaliation, and bullying in the workplace. Based on the seriousness of the offense, disciplinary action will be taken up to and including termination.

When a violation of this Policy is reported, an investigation shall be conducted to determine if there was knowledge, or should have been knowledge, on the part of any supervisor, and whether any supervisor had failed to take immediate and appropriate corrective action.

Negligent supervision, tacit approval by “turning a blind eye”, treating the situation as a joke, failure to take action, or concealing a situation will subject the supervisor involved to disciplinary action.

Disciplinary action or other appropriate sanction up to and including termination will be instituted for prohibited behavior as defined below.

Any retaliation against a person for filing a complaint or participating in the complaint resolution process is prohibited. Individuals found to be retaliating in violation of this Policy will be subject to appropriate sanction or disciplinary action up to and including termination.

III. DEFINITION OF HARASSMENT

- A. Protected Classifications: This policy prohibits harassment or discrimination because of an individual’s protected classification. “Protected Classification” includes race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), and military or veteran status.
- B. Policy Coverage: This Policy prohibits the employer, elected or appointed officials, officers, employees, or contractors from harassing or discriminating against applicants, officers, officials, employees, unpaid interns, volunteers, or contractors because of: 1) an individual’s protected classification; 2) the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.

- C. Discrimination: This policy prohibits treating individuals differently because of the individual's protected classification as defined in this Policy.
- D. Harassment may include, but is not limited to, the following types of behavior that is taken because of a person's protected classification. Note that harassment is not limited to conduct that city employees take. Under certain circumstances, harassment can also include conduct taken by those who are not employees, such as elected officials, appointed officials, persons providing services under contracts, or even members of the public:
1. Verbal Harassment – For example, epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification. This might include inappropriate comments on appearance, including dress or physical features, or dress consistent with gender identification, or race-oriented stories and jokes.
 2. Physical Harassment – For example, assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement. This includes pinching, grabbing, patting, proposition, leering, or making explicit or implied job threats or promises in return for submission to physical acts.
 3. Visual Forms of Harassment – For example, derogatory posters, notices, bulletins, cartoons, emails, pictures or drawings related to a protected classification.
 4. Sexual Harassment – Unwelcome sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or creates an intimidating, hostile or offensive work environment.
- E. Guidelines for Identifying Harassment: To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:
1. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.
 2. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.

3. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.
 4. Even visual, verbal, or physical conduct between two individuals who appear to welcome the conduct can constitute harassment of a third individual who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.
 5. Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).
- F. Retaliation: Any adverse conduct taken because an applicant, employee or contractor has reported harassment, discrimination, or bullying or has participated in the complaint and investigation process described herein, is prohibited. "Adverse conduct" includes but is not limited to: taking sides because an individual has reported harassment, discrimination, or bullying, spreading rumors about a complaint, shunning and avoiding an individual who reports harassment, discrimination, or bullying, or real or implied threats of intimidation to prevent an individual from reporting harassment, discrimination, or bullying. The following individuals are protected from retaliation: those who make good faith reports of harassment, discrimination, or bullying, those who associate with an individual who is involved in reporting harassment, discrimination, or bullying, and those who participate in the complaint or investigation process.

IV. DEFINITION OF BULLYING

- A All employees, consultants, independent contractors, and visitors have the right to be treated with respect. Bullying is the use of aggression with the intention of harming another individual. It can include any intentional written, visual, verbal, or physical act when the act physically harms the individual or damages his or her property; has the effect of interfering with an employee's ability to work; is severe or pervasive; and creates an intimidating or threatening environment.
- B Bullying comes in many shapes and sizes and can take many forms including, but not limited to, excluding, tormenting, taunting, abusive comments, using threatening gestures; pushing, shoving, punching, unwanted physical contact, or any use of violence; graffiti; name calling,

sarcasm, spreading rumors, and teasing. Such conduct can also occur via use of electronic or telephonic communications such as the internet, email and chat room misuse, mobile threats by text messaging, or calls or misuse of cameras and video equipment. Under certain circumstances, bullying can also include conduct taken by those who are not employees, such as elected officials, appointed officials, persons providing services under contracts, or even members of the public.

V. DEFINITION OF EMPLOYEE

For the purposes of this policy, an employee shall be defined as any individual, regardless of classification, employed by the City of Buena Park, or job applicants, unpaid interns, volunteers, or contractors working under the supervision of the City, vendors and contract employees.

VI. COMPLAINT PROCEDURE

A Any employee, job applicant, unpaid intern, volunteer, or contractor who believes he or she has been the subject of harassment or any form of bullying should report the alleged act immediately verbally or in writing with any of the following. There is no need to follow the chain of command:

1. Immediate supervisor;
2. Any supervisor or manager within or outside of the department;
3. Department Head; or
4. Director of Human Resources.

B The limitation on reporting alleged acts of harassment, discrimination, retaliation, and bullying must be within twelve months of the incident or incidents.

C If a complaint involves a supervisor or manager, the complaint shall be filed directly with the department head or Director of Human Resources.

D Any supervisor or department head who receives a harassment, discrimination, retaliation, or bullying complaint is to immediately notify the Director of Human Resources.

E Upon notification of a harassment, discrimination, retaliation or bullying complaint, the Director of Human Resources will:

1. Inform the complainant of his or her right to initiate the complaint.
2. Authorize the investigation of the complaint and supervise a fair and thorough investigation of the complaint by impartial and qualified personnel and/or investigate the complaint.

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3. Investigation of a complaint will include interviewing the complainant, accused harasser and any named or apparent witness. Employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or assisting in an investigation.
 4. All complaints will be handled in a timely and confidential manner. In no event will information be released to anyone who is not involved with the investigation; nor will anyone involved be permitted to discuss the subject outside the investigation.
 5. Review factual information gathered through the investigation to reach a reasonable conclusion to determine whether the alleged conduct constitutes harassment, discrimination, retaliation, or bullying giving consideration to all factual information, the totality of the circumstances, including the nature of the verbal, physical, visual or sexual favor aspect of the advance, and the context in which the alleged incidents occurred.
 6. Timely report a summary of the results of the investigation and the determination as to whether harassment, discrimination, retaliation or bullying occurred to the appropriate person including complainant, alleged harasser, supervisor, and the department head. If discipline is imposed, the level of discipline will not be communicated to the complainant.
 7. If conduct in violation of this Policy occurred, take and/or recommend to the department head prompt and effective remedial action against the harasser. The remedial action will be commensurate with the severity of the offense. Notify the victim that necessary steps of corrective action have been taken to resolve the problem.
 8. Reasonable steps will be taken to protect the victim and other potential victims from further harassment, discrimination, retaliation, or bullying.
 9. Reasonable steps will be taken to protect the victim from any retaliation as a result of communicating the complaint.
- F The city takes a proactive approach to potential Policy violations and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination, retaliation or bullying may be occurring, regardless of whether the recipient or third party reports a potential violation.
- G Option to report to outside administrative agencies: An individual has the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal

and a complaint process. The nearest offices and telephone numbers are listed on the posters that are located on City bulletin boards at the following locations:

- Human Resources Office
- Community Center
- Police Department
- City Yard
- Ehlers Event Center
- California Welcome Center

VII. CONFIDENTIALITY

Every possible effort will be made to assure the confidentiality of complaints made under this Policy. However, complete confidentiality cannot occur due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction. The employer will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

VIII. RESPONSIBILITIES

Elected Officials, Appointed Officials, Managers, and Supervisors are responsible for:

1. Modeling appropriate and respectful behavior.
2. Informing employees, volunteers, and contractors of this Policy.
3. Taking all steps necessary to prevent harassment, discrimination, retaliation or bullying from occurring.
4. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
5. Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language and behavior.
6. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
7. Informing those who complain of harassment, discrimination, retaliation or bullying of his or her option to contact the EEOC or DFEH regarding alleged Policy violations.

8. Assisting, advising, or consulting with employees and the Director of Human Resources regarding this Policy and Complaint Procedure.
9. Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with the City's Personnel Rules and Regulations, up to and including termination.
10. Implementing appropriate disciplinary and remedial actions.
11. Reporting potential violations of this Policy of which he or she becomes aware, regardless of whether a complaint has been submitted, to the Director of Human Resources or the department head.
12. Participating in periodic training and scheduling employees for training.

Each employee or contractor is responsible for:

1. Modeling appropriate and respectful behavior.
2. Treating all employees, volunteers, and contractors with respect and consideration.
3. Participating in periodic training.
4. Fully cooperating with the City's investigations by responding fully and truthfully to all questions posed during the investigation.
5. Maintaining the confidentiality of any investigation that the City conducts by not disclosing the substance of any investigatory interview, except as directed by the department head or Director of Human Resources.
6. Reporting any act he or she believes in good faith constitutes, harassment, discrimination, retaliation or bullying as defined in this Policy, to his or her immediate supervisor, or department head, or Director of Human Resources.

IX. MANDATORY TRAINING

As part of its commitment to ensuring a work environment free from bullying, harassment, and discrimination, the City requires that all of its supervisors and elected officials receive training on this Policy at least once every two years. Human Resources will schedule multiple training sessions in the Spring biennially to ensure that employees and elected officials are able to attend the mandatory training. Attendance at the training will be documented.

X. DISSEMINATION OF POLICY

All Elected Officials and City employees, supervisors and managers shall receive a copy of this Policy. All management personnel will be informed of their responsibilities in enforcing this policy. The Policy may be updated from time to time and redistributed with a form for the employee to sign and return

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acknowledging that the employee has received, read, and understands this Policy.

This Policy shall be posted in appropriate places.

EXHIBIT E – ADVISORY ARBITRATION

With respect to the bargaining members in this unit, City Council Resolution 1883, Rule XVI shall be amended as follows:

Section 2: Disciplinary Procedures

(h) Appeal to City Manager: The employee, upon receipt of notice of the imposition of disciplinary action against him, shall have the right to appeal the Department Head's decision in writing to the City Manager, except that an oral or written reprimand may not be so appealed. Said appeal shall be delivered to the City Manager within ten (10) business days of the employee's receipt of notice of the imposition of discipline. Otherwise, the Department Head's action shall be final and binding.

Should the employee desire to appeal the Department Head's decision directly to advisory arbitration rather than having the matter reviewed by the City manager, he may do so by filing with the Human Resources Director within ten (10) business days of his receipt of the notice of imposition of discipline by the Department Head, a written appeal to the City Council. Said written appeal shall be in form and content as required by these rules and, in addition, shall state that the employee knowingly and intentionally waives his opportunity to have the action of the Department Head first reviewed by the City manager. In such a situation, the provisions of subparagraphs (h) and (i) of this Section 2 shall be deemed inapplicable to the subject proceeding.

...

(j) Advisory Arbitration: The employee, upon receipt of notice of the affirmation of disciplinary action against him by the City Manager, whether by way of total affirmation or modification of the Department Head's action, shall have the right to appeal the City Manager's decision in an advisory arbitration; except that an oral or written reprimand as provided by these Rules may not be so appealed. Said appeal shall be delivered to the Human Resources Director within ten (10) business days of the employee's receipt of notice of the City Manager's action. Otherwise, the City Manager's action shall be final and binding. The advisory arbitration shall be conducted in accordance with the provisions of Section 5 of this Rule XVI.

Section 5: Advisory Arbitration

(a) Any regular employee shall have the right to appeal a decision by the City Manager involving dismissal, demotion, reduction in pay or suspension, or of a Department Head, if City Manager review is waived by the employee, provided, however that only one (1) advisory arbitration hearing shall be allowed as to any one (1) disciplinary action.

(b) The employee's appeal shall be heard in an advisory arbitration by an impartial hearing officer selected from a list of advisory arbitrators from the California State

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Mediation and Conciliation Service (SMCS). The City will pay SMCS's fee for providing the list.

(c) The employee may be represented by his/her Association/Union representative, any other regular employee of the City, or his/her attorney.

(d) The hearing officer shall issue subpoenas to compel the attendance of witnesses, if such be necessary at the request of either party.

(e) If both parties request that the hearing be recorded by a certified shorthand reporter, then the expenses for such recording services shall be borne equally by the City and the employee. If only one party requests that the hearing be recorded by a certified shorthand reporter, then that party alone will bear the expenses. Each party shall be responsible for any specialized or extraordinary services they might individually request.

(f) The expenses for the hearing officer shall be borne equally by the City and the employee, and each party shall be responsible for expenses they incur. The maximum expense for the hearing officer borne by the employee is \$2,000.

(g) After the close of the hearing, the hearing officer shall prepare a written advisory award and findings of fact and conclusions of law based on the evidence presented at the hearing, and shall present his/her findings to the City Council and the employee within thirty (30) calendar days, or a longer period of time as stipulated by the parties. In rendering an award, the hearing officer 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, or are not, the same.

(h) At the hearing, both the appealing employee and the City shall have the right to be heard and to present evidence.

(i) Oral evidence shall be taken only on oath or affirmation. 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 called him/her to testify, and to rebut the evidence against him/her.

(j) 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

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evidence may be used for the purpose of supplementing or explaining any direct evidence. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

(k) The City Council shall review the hearing officer's recommendation, but shall not be bound thereby. The City Council shall adopt, amend, modify or reject the recommended findings, conclusions and/or opinion of the hearing officer. Prior to making a decision which adopts the hearing officer's recommendation, the City Council may order and read the transcript, at the Council's discretion. Prior to making a decision which modifies or rejects the hearing officer's recommendation, the City Council shall order and read the transcript of the Board hearing.

(l) The City Council shall not conduct a de novo hearing. The City Council may, at its sole option, allow limited oral arguments from either party before making a decision.

(m) The decision of the City Council shall be final and binding, subject only to review by the courts under California Code of Civil Procedure section 1094.5.

(n) The City staff shall notify the appellant in writing, within five working days of the City Council's decision. Such notice shall indicate the effective date of the action to be taken.