

# **Compensation and Benefits Profile**

For

## **City of Ontario**

**Confidential  
Specialized Confidential  
Confidential Management  
Employees**

**July 1, 2023**



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**Article I. ADMINISTRATION**

**Section 1.01 Introduction**

This document sets forth policies and procedures to follow in implementing and administering this program. The various sections and provisions of the Government Code, Municipal Code, Personnel Rules and Regulations, and the “Employment Policies” in the City’s Online Policy Center in effect and applicable to Confidential, Specialized Confidential, and Confidential Management employees will remain in effect unless modified or superseded by provisions within this document.

This Compensation and Benefits Profile shall apply to employees in classifications identified as Confidential, Specialized Confidential, and Confidential Management and is a summary of benefits and compensation practices adopted by the City Council over the years on an on-going basis. Provisions within this document apply to all employees appointed to positions in the following classifications:

<b>CONFIDENTIAL CLASSIFICATIONS</b>	
Accountant	Accounting Technician
Accounts Payable Technician	Administrative Assistant
Administrative Assistant to the City Council	Administrative Specialist - Confidential
Community Information Specialist	Database Administrator
Economic Development Specialist	Financial Analyst
Human Resources Coordinator	Human Resources Specialist
Human Resources Technician	IT Specialist
IT Technician	Management Analyst - Confidential
Management Assistant - Confidential	Office Assistant - Confidential
Office Specialist - Confidential	Payroll Coordinator
Payroll Technician	Police Personnel and Training Coordinator
Records Coordinator	Records Specialist
Senior Accountant	Senior Accounts Payable Technician
Senior Administrative Assistant	Senior Information Technology Specialist
Senior Performance and Optimization Analyst	Senior Records Specialist
Senior Systems Analyst	Systems Analyst
Systems Specialist	

<b>SPECIALIZED CONFIDENTIAL CLASSIFICATIONS</b>	
Economic Development Analyst	Executive Assistant to the City Manager
Human Resources Analyst	Internal Auditor
Investment Officer	Legislative Analyst
Senior Community Information Specialist	

<b>CONFIDENTIAL MANAGEMENT CLASSIFICATIONS</b>	
Principal Human Resources Agency Partner	Principal Risk Mngt / Benefits Agency Partner
Payroll Manager	

The following classifications when the incumbent employee is assigned as a member of the City's labor negotiations team:

Administrative Officer	Senior Financial Analyst
Senior Management Analyst	

**Section 1.02 Purpose of Plan**

Confidential Employees are defined as City employees who are in positions privy to decisions of City Management affecting employer-employee relations or whose duties normally require access to confidential information. Such positions are not represented by an employee organization in accordance with Section 3507.5 of the Meyers-Milias-Brown Act.

**Section 1.03 Benefit Level Structure**

There are three (3) divisions of employees within the Confidential Group. These three (3) divisions are identified as Specialized Confidential and Confidential Management, which includes classifications that are not eligible to receive overtime compensation (FLSA non-exempt); and Confidential, which includes classifications that are eligible to receive overtime compensation (non-FLSA identified in Section 1.01, Introduction).

**Section 1.04 Definitions**

- A. **Employee Unit** - The job classifications listed in Section 1.01, Introduction.
- B. **Calendar Year** - The period of 12 consecutive months commencing on January 1<sup>st</sup> and ending on December 31<sup>st</sup>.
- C. **Fiscal Year** - The period of 12 consecutive months commencing on July 1st and ending on June 30<sup>th</sup>.
- D. **Day** - A 24-hour day beginning at 12:00 midnight and ending the following at 11:59 p.m.
- E. **Employee**
  - 1. Regular Employee: An employee who is scheduled to work on a full-time basis and has completed the probationary period.
  - 2. Probationary Employee: A full-time employee who has not completed the probationary period.

**F. Working Day**

The working day is defined as the number of hours an employee is regularly scheduled to work each day. For example, an employee working a 5/8 schedule would have an eight-hour working day; an employee working a 9/80 schedule would have eight (8) nine-hour working days and one (1) eight-hour working day every two (2) weeks; an employee on a 4/10 work schedule would have a 10-hour working day; employees working a 5/9 schedule will have four (4) nine-hour work days and one (1) four-hour day.

**G. FLSA Work Week**

The work week for all schedules shall begin on Sunday and end on Saturday. The City may adjust the work week definition for alternative work schedules and designate a fixed beginning and end time based on the employee’s regularly assigned work schedule in compliance with the Fair Labor Standards Act.

The most common example of an alternative work schedule not using the Sunday through Saturday workweek is a 9/80 schedule. Four (4), nine-hour days per workweek and one alternating eight-hour day (flex day worked)/regular day off (flex day off). Employees assigned a 9/80 schedule have an FLSA workweek designated as beginning four hours into their alternating regular day off or eight-hour day. An example 9/80 schedule is below:

	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	
Week 1				9	9	9	9	4	= 40 hours
Week 2	4			9	9	9	9		= 40 hours
TOTAL									= 80 hours

**Article II. EMPLOYMENT PROVISIONS**

**Section 2.01 Probationary Period**

**A. Objective**

The probationary period is an integral part of the testing process utilized for closely observing the employee’s work and the employee’s adjustment within the organization. During the probationary period, the City shall coach and provide direction to the employee to assess the employee’s adaptability to the City’s work environment and if they are fully qualified for employment in the classification

**B. Length**

1. An original appointment is defined as an appointment of a new hire, rehire, or temporary/part-time employee being appointed to a regular position. All original appointments shall be subject to a probationary period of 12 months.
2. A promotional appointment is defined as the appointment of a current full-time employee who is promoted into another full-time position. Promotional appointments for employees who have attained regular status in a prior classification shall be subject to a promotional probationary period of six (6) months. Promotional appointments for employees who have not attained regular status in a prior classification shall be subject to a probationary period of 12 months. Time served during a temporary promotion does not count toward the probationary period in the higher classification.
3. If a probationary employee is on leave for more than 30 consecutive calendar days during the probationary period, that employee’s probationary period shall be extended by the duration of the employee’s consecutive leave. The Department Head may also

extend an employee's probation by up to a total of six (6) months upon written notice delivered to the employee prior to the completion of the employee's probationary period.

**C. Probationary Release**

1. During the probationary period, an employee who has not yet attained regular status in any classification may be terminated from employment by the Department Head without cause and without right of appeal. Notification shall be in writing to the employee and may be given without advance notice.
2. Except in such situations where the employee is terminated for cause, an employee who is released while serving a probationary period after promotion shall be returned to the employee's previous classification provided the employee had regular status in that classification.

**Section 2.02 Hours of Work**

**A. Work Schedules**

The City reserves the right to schedule work as required in a manner most advantageous to the City and consistent with the public interest and the requirements of municipal employment.

The City may revise work schedules from time to time. All schedule changes must take effect at the beginning of a pay period.

**B. Overtime**

The City reserves the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the public interest and the requirements of municipal employment. The City further reserves the right to determine appropriate classification for overtime assignment, those qualified for assignment, and the ability to utilize employees within appropriate classifications from departments other than that requiring the overtime.

**C. Meal Time**

All employees are subject to the "Meal Time" policy found in Rule XXVI, "Hours of Work" of the Personnel Rules and Regulations.

**D. Breaks – Rest Periods**

All employees are subject to the "Breaks-Rest Periods" policy found in Rule XXVI, "Hours of Work" of the Personnel Rules and Regulations.

**Section 2.03 Transfers and Job Changes**

- A. A transfer is the movement of an individual from one department to another while remaining in the same classification with similar duties and responsibilities. A transfer within the employee's department or to another department may be initiated at any time by the City Manager upon the recommendations of the Department Heads concerned or to meet the needs of the City. All transfers must be within comparable classes, and no employee will be transferred to a position for which the employee does not possess the minimum qualifications. A transfer shall not be used to circumvent the regulations surrounding promotion, demotion, advancement or reduction. If the employee being transferred has attained regular status in

their classification, a new probationary period shall not be required. If a probationary employee is being transferred, the employee will be required to complete the probationary period based on the original end-of-probation date.

- B. A job change is an employee's voluntary movement into another classification at the same salary range or within 1%. A downward movement to a salary range within 1% will not be considered a demotion as defined in the Personnel Rules and Regulations. A job change may be affected at any time by the City Manager upon request of the employee and recommendations of the Department Heads concerned or to meet the needs of City service. An employee changing jobs must possess the minimum qualifications for the new classification. The probationary period requirement and return rights for job changes shall be the same as for promotions.

## **Section 2.04      Layoff Procedures**

- A. The City Manager may layoff regular and probationary employees at any time for lack of work, lack of funds, or other changes that have taken place. The employee is to be given two weeks' notice before such a layoff is effective.
- B. A demotion or transfer to another department may be made to prevent a layoff provided the employee is qualified by education and/or experience and is capable of performing the duties of the classification.
- C. In the event of a layoff, those employees with the least service in the classification affected shall be laid off first and be placed on a "Recall List" and shall be eligible for recall for one year from the date of placement on the list; if a recall begins, the most senior employees laid off in the classifications required shall be recalled first. Strict application of seniority shall prevail unless exceptional circumstances occur. The order of layoff shall be:
  - 1. Temporary employees in the affected classification shall be removed first.
  - 2. Probationary employees in the affected classification shall be removed next.
  - 3. Regular employees in the affected classification shall be subject to layoff next.
- D. Exceptional circumstances may include the desirability of maintaining a balanced department or work unit and maintaining employees in the classification, department, or section who have the ability to perform the work available.
- E. The employee scheduled to be laid off shall be entitled to displace to a position in a classification occupied by an incumbent with less overall City seniority (displacement seniority) provided it is in a position in which the employee formerly held a regular appointment, and is qualified by education and/or experience, and is capable of performing the duties of the classification. The employee with the least displacement seniority shall be displaced by the person scheduled for layoff. The employee displaced shall be considered to be laid off for the same reason as the person who displaced the employee, and shall in the same manner be eligible to displace to a position in a classification in which the employee formerly held a regular appointment, is qualified by education and/or experience, and is capable of performing the duties of the classification.
- F. Failure to return to work from layoff within 15 calendar days after notice to return by personal email (if available), certified or registered mail to the employee at the employee's last known



address on file with the Human Resources / Risk Management Department or by personal delivery shall constitute the employee's waiver to return to work and eliminates any future re-employment responsibilities placed on the City.

## **Article III. CLASSIFICATIONS**

### **Section 3.01 New Classifications**

The Executive Director Human Resources / Risk Management shall periodically review new and existing city positions and recommend their inclusion in this group. Upon approval by the City Manager, such positions shall be considered as Confidential, Specialized Confidential, or Confidential Management.

### **Section 3.02 Higher Classification Work**

- A. When an employee is assigned by the employee's Department Head to temporarily perform the duties of a position in a higher classification for more than 80 cumulative hours, the employee shall receive pay for working in the higher classification. The Department Head or designee shall determine and specifically assign, in writing, an employee to perform all of the significant duties of a higher classification.
1. The higher salary rate payable shall commence on the 81st working hour following the temporary assignment to the performance of all and only the duties of the higher classification. The higher rate of pay shall be defined as a five percent increase in pay or the minimum salary rate for the higher classification, whichever is greater, but not more than the maximum salary for the higher classification.
  2. If the higher classification is in a different bargaining unit than the employee's regular classification, the employee would only receive the base salary change, not a change in benefits or unit.
  3. Employees temporarily assigned to perform duties of the higher classification must meet the minimum qualification of the higher classification without any more supervision than another would be in the same job.
  4. The assignment shall continue until the City no longer requires the employee to perform the duties of such assignment.
  5. At the end of such assignment, the employee performing the temporary assignment shall be returned to the employee's original position and salary rate, inclusive of any merit increases the employee would have been entitled to in their original position.

### **Section 3.03 Classification Review**

- A. An employee may request a classification review of the employee's position. Such request shall be forwarded through the line of supervision to the Executive Director Human Resources / Risk Management.
- B. An employee shall not submit a subsequent request prior to 18 months after completion of any previous classification review, unless the employee's position has undergone a considerable change in duties and responsibilities.

C. The employee shall be notified in writing of the classification review decision.

**Section 3.04 Classification Review/Appeal**

- A. An employee may appeal the decision of a classification review no later than 10 working days after such results have been provided to the employee. Such an appeal shall be filed with the Human Resources / Risk Management Department. The appeal shall include a detailed statement by the employee indicating the employee’s reasons for disagreement with the classification review decision.
- B. A designated individual in the Human Resources / Risk Management Department shall hold a meeting with the employee no later than 14 working days after the appeal is filed. The designated individual shall not be the same person who conducted the initial classification review. This individual shall respond in writing to the employee no later than 21 working days after meeting with the employee.
- C. In the event the matter is not settled at the Human Resources / Risk Management Department level, the employee may appeal the decision to the City Manager within 10 working days from Human Resources’ response. The City Manager shall review and respond to the appeal within 10 working days of such appeal. The City Manager’s response shall be final.
- D. These procedures shall represent the employee’s singular appeal process and the City Manager’s response shall not be subject to the arbitration provisions or any other provision of the grievance procedures in this Profile.

**Article IV. COMPENSATION**

**Section 4.01 Salary**

- A. The following salary increases shall be implemented for employees covered by this Profile:
  - 1. Effective July 2, 2023, employees within the unit will receive a 9.5% increase in base salary.
  - 2. Effective July 14, 2024, employees within the unit will receive a 9.5% increase in base salary.
- B. Wages for the various classifications are set forth in Appendix “A.” All non-exempt employees are paid on an hourly basis.

**Section 4.02 Pay Plan and Benefits Review**

The City will perform a periodic review of benefit and salary levels within the job market to establish competitive benefits and salary levels. Such levels may be adjusted from time to time, with the budgetary approval of the City Council. An adjustment to salary ranges does not require a corresponding adjustment to individual employee pay rates.

**Section 4.03 Overtime**

- A. These provisions shall apply to Confidential employees who are designated as non-exempt. Specialized Confidential employees and Confidential Management employees are exempt pursuant to the FLSA and are not eligible to receive overtime compensation or compensatory time.
- B. Overtime shall be paid for compensated hours over 40 in any one workweek or over the employee's regularly scheduled hours within the day at the rate of one and one-half (1½) times the base hourly rate. Employees on a 5/9 (i.e. 9/80) schedule shall be paid overtime for over 40 compensated hours in any one workweek or over nine hours in one day.
- C. Those employees eligible to receive overtime compensation may receive pay or may elect to receive compensatory time off at a rate of time and one half (1½). However, if overtime is worked pursuant to a grant, and the grant requires that the overtime be compensated as pay, then the employee must receive pay and not compensatory time.

**Section 4.04 Compensatory Time**

- A. Compensatory time not taken as time off during the pay period it was earned shall be accrued for future use as compensated time off.
- B. Employees may retain a balance of unused compensatory time not to exceed 240 hours at any given time.
- C. Upon separation from the City, the employee shall be paid for any unused compensatory time.
- D. Employees may also convert accrued compensatory time to salary as provided for in Section 5.03.
- E. When an employee has accumulated the maximum allowable hours of compensatory time, no further compensatory time shall be accumulated, and the employee shall only be eligible for overtime pay in accordance with this Profile.

**Section 4.05 Skills and Certifications****A. Bilingual Pay**

Employees who are routinely and consistently assigned to positions requiring communication skills in languages other than English shall be entitled to bilingual differential pay. Employees shall be compensated for bilingual pay at the rate of \$100 per pay period. Such differential shall apply regardless of the total time required for such translation. Employees in such positions must be certified as competent in translation skills by the Human Resources / Risk Management Department to be eligible for compensation.

Unit employees approved to receive bilingual pay may be required to translate at City Council meetings at the discretion of the City Manager or designee. Employees assigned to provide translation at the City Council meetings shall be compensated an additional \$50 per meeting. To the extent legally permissible, this is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Bilingual Premium.

**B. Notary Pay**

Specified clerical and administrative support positions, which are determined to require notary duties and who obtain and maintain a notary public certificate from the State of California, shall receive additional compensation. Each regular employee who meets the eligibility requirements and is designated by the applicable Department Head and Human Resources / Risk Management Department to receive notary pay shall be compensated at the rate of \$25 per pay period.

Employees receiving notary pay shall maintain their commission from the California Secretary of State. The City shall pay for the cost of necessary stamps, journals, supplies, and fees associated with State and/or County requirements, as applicable.

To the extent legally permissible, this is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(2) – Notary Pay.

**Section 4.06 Special Assignment – Recording Commission Meetings**

Designated Confidential employees in clerical/administrative support classifications who are required to attend and take and transcribe meeting minutes for the Library Board of Trustees, Recreation and Parks Commission, Museum of History Trustees, Public Art Program Advisory Commission, and Planning Commission meetings after normal working hours, will receive Administrative Secretary Premium pay equaling 5% of the employee's base pay throughout the term of the assignment. The Agency or Department Head and the Executive Director Human Resources / Risk Management shall approve these assignments.

To the extent legally permissible, this is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Administrative Secretary Premium.

**Section 4.07 On-Call Duty**

- A. Employees in the classifications of Senior Information Technology Specialist and Information Technology Specialist shall be eligible to receive compensation for on-call duty. Employees who are assigned to be on-call shall receive \$50 per day for Mondays, Tuesdays, Wednesdays, and Thursdays and \$55 per day for Friday, Saturdays and Sundays.
- B. The Department Head shall determine on-call eligibility for Senior Information Technology Specialists and Information Technology Specialists based on knowledge and abilities.
- C. On-call employees are required to respond to call-outs within a reasonable period of time, depending on the nature of any particular call-out problem. In order to assure a reasonable response time, on-call employees are required to be available by cellular phone. An on-call employee may exchange on-call duties with another employee receiving on-call pay, subject to prior approval of the immediate supervisors.

## **Section 4.08 Merit Increases**

### **City Personnel Rules – Salary Adjustments**

Merit increases are administered in accordance with the City Personnel Rule XI, as repeated below (exclusive of Section D):

#### **A. Application of Rates**

Employees occupying a position in the City service shall be paid at the rate established for their position. All original appointments shall be made at the minimum wage for the position, except when, in the opinion of the City Manager, circumstances warrant appointment at a higher step.

#### **B. Anniversary Date**

Each employee's anniversary date will coincide with the employee's appointment to a new position in a different classification. All employees will retain their current anniversary dates until appointed to a new classification provided, however, that no employee shall receive more than one merit increase within any six-month period. Any employee who is within 90 days of eligibility for a merit raise at the time of promotion shall be entitled to an increase for the promotion and an increase for the merit step. All future increases while in that classification shall be in accordance with Section 4.08(C) below. The date of appointment shall be used to compute vacation, annual leave, sick leave, and retirement benefits.

The anniversary date of employees who take a leave of absence without pay for more than 60 continuous calendar days will be extended by the length of the absence from work over 60 days adjusted to the start of the nearest pay period.

#### **C. Advancements**

The advancement of an employee is not automatic, but the result of increased service value to the City. Service value shall be determined by recommendation of the Department Head, length of service, personal performance record, special training, and any other evidence that illustrates the desire of the employee to do a better job.

The five levels of advancement for each full-time and part-time position are granted according to the conditions outlined in Section 4.08(A) and 4.08(B) and the preceding paragraph. The merit increase effective date is the closest payroll period to the employee's anniversary date.

- Step 1 – Entrance level
- Step 2 – After six months of service
- Step 3 – After one year at Step 2
- Step 4 – After one year at Step 3
- Step 5 – After one year at step 4

#### **D. Salary on Promotion**

An employee who is promoted shall be assigned to the lowest step of the new salary range which allows an increase of approximately 5% over the employee's current salary at the time of promotion. The Agency Head may recommend assignment to a higher salary step based on special circumstances to the Executive Director Human Resources / Risk Management. The date of promotion will establish a new salary review date and the employee shall be

eligible for the next merit increase in accordance with Section 4.08(C). The promotion date will be effective at the beginning of an established pay period.

**Article V. LEAVES – PAID AND UNPAID**

**Section 5.01 Holidays**

A. The following paid holidays shall be observed on the day specified:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day After Thanksgiving Day	Day After 4 <sup>th</sup> Thursday in November
Christmas Eve	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>
New Year's Eve	December 31 <sup>st</sup>

- B. At the City Manager’s discretion, City Hall may be closed between and including Christmas Eve through New Year’s Day. During this time, employees shall use applicable accrued vacation, compensatory, annual leave and/or or management leave to cover this period of closure.
- C. Any holiday listed in Section 5.01(A) which falls on a Sunday shall be observed on the following Monday.
- D. Employees shall receive holiday compensation equal to their scheduled workday, not to exceed 10 hours per holiday.
  - 1. Employees on an 8-hour day work schedule shall receive eight (8) hours of holiday.
  - 2. Employees on a 4/10 work schedule shall receive 10 hours of holiday.
  - 3. Employees on a 9/80 work schedule shall receive compensation in accordance to their work schedule, as follows:
    - a. Employees shall receive the number of hours they were scheduled to work the day the holiday is observed (e.g. 9 or 8 hours).
    - b. If the holiday falls on the employee’s regular scheduled or “flex” day off, the employee shall receive nine (9) hours.

- E. Confidential employees having any holiday listed in Section 5.01(A) which falls on an employee’s regular day off shall be compensated at the employee’s option as compensatory time or pay at the rate of one hour for every hour of the regular schedule not to exceed 10 hours per holiday as provided in Section 5.01(D).
- F. Specialized Confidential and Confidential Management employees having any holiday listed in the Section 5.01(A) which falls on an employee’s regular day off shall be compensated as accrued annual leave not to exceed 10 hours per holiday as provided in Section 5.01(D).
- G. Employees shall not be eligible for holiday pay for any pay period for which the employee either:
  - 1. Has an unapproved leave of absence during the pay period, or
  - 2. is on a leave of absence without pay for the entire pay period.

**Section 5.02 Vacation (Confidential)**

- A. Confidential employees accumulate the following vacation hours in accordance with City service time. Confidential employees accrue vacation leave evenly over 26 pay periods each year as follows:

<b>CONFIDENTIAL EMPLOYEES</b>	
<b>Year of Service</b>	<b>Vacation Leave Hours Earned Per Year</b>
1 – 3	112
4	120
5 – 10	136
11	144
12	152
13	160
14	168
15	176
16+	192

- B. Vacation shall be accrued based on paid hours on a pro-rated basis. For example, if a confidential employee is paid for 40 hours in an 80-hour pay period, the employee shall earn one-half of the normal accrual. Paid hours include regular work time, compensatory time off, holiday, vacation, bereavement, sick, personal, jury duty, catastrophic, paid parental, military, and administrative leaves. It excludes amounts paid by any disability benefits, including short-term and long-term disability and workers’ compensation.

**Section 5.03 Leave Conversion (Confidential)**

- A. Confidential employees’ maximum accrual amount for vacation is 500 hours. Once the employee has a vacation accrual balance of 500 hours, no vacation hours will be accrued until the balance drops below 500 hours.
- B. Confidential employees may convert a minimum of eight (8) hours and a maximum of 200 hours of vacation and/or compensatory time twice each calendar year. The total number of

hours converted per calendar year shall not exceed 200. Such conversion shall be at the unit employee's base rate of pay that is in effect at the time of such conversion. Employees cannot convert balances below 40 vacation hours.

- C. Conversion requests shall be submitted on City forms to Payroll. The deadlines for conversion requests are as follows:

Request Due Date	Payment
2 <sup>nd</sup> Friday in May	1 <sup>st</sup> payday in June
2 <sup>nd</sup> Friday in November	1 <sup>st</sup> payday in December

- D. In accordance with 26 CFR 1.451-2 effective January 1, 2025, and continuing thereafter, unit employees must submit an irrevocable election form no later than December 15th of the preceding calendar year to convert the following hours to cash:

1. Accrued Vacation Hours - An amount which may not exceed the number of vacation hours the individual employee may accrue in the following calendar year.
2. Compensatory Time – An amount which may not exceed the projected number of compensatory time hours the individual employee may receive in the following calendar year.

The cash-out election is for hours to be accrued or received in the calendar year following submission of the irrevocable election form.

- E. The total combined number of vacation and compensatory hours converted per calendar year shall not exceed 300 hours.
- F. The payment shall be made via payroll and employees may elect to receive the cash out in the first payday in June and/or the first payday in December, but the request must be submitted by December 15th of the year prior.
- G. Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional vacation and/or compensatory time conversion salary program for the following calendar year.
- H. In the event an employee has less hours in their vacation and compensatory bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount remaining in their vacation and compensatory bank at the time of the actual cash-out, less any minimum balances.
- I. If an employee makes an irrevocable election to cash-out vacation and/or compensatory time in the following calendar year and uses such leave in that subsequent calendar year, the vacation and compensatory leave used will come from the vacation or compensatory leave the employee had earned (if any) prior to January 1st of the calendar year the employee has elected to cash-out. The employee's use of earned, but unused vacation and/or compensatory leave accumulated from previous calendar years shall not result in a reduction in the amount of vacation and/or compensatory hours the employee is eligible to cash-out.



- J. Any conversion of vacation hours to cash shall not cause the employee's total amount of accrued vacation in their vacation leave bank to fall below a 40 hour minimum balance. Cash-out of accumulated time shall be at the employee's option. Requests for cash-out are to be submitted in a manner prescribed by the City.

**Section 5.04 Sick Leave/Retained Sick Leave**

- A. Confidential employees accrue sick leave at the rate of 96 hours per calendar year, accrued evenly over 26 pay periods.
- B. Specialized Confidential and Confidential Management employees may have retained sick leave ("sick leave") if the employee previously held a position that accrued sick leave and if the employee had a sick leave balance greater than 100 hours prior to promotion or transfer.
- C. Employees are only entitled to use sick leave or retained sick leave for:
  - 1. Any bona fide illness or injury.
  - 2. Quarantine due to exposure to contagious disease.
  - 3. Any treatment or examination including, but not limited to medical, dental, ocular.
  - 4. Time off to resolve issues related to the employee being a victim of domestic violence, sexual assault or stalking as defined in California Labor Code Section 230.
  - 5. Death in the immediate family.
  - 6. Personal Leave used as defined in Section 5.05.
  - 7. Conversion to CalPERS Service Credit pursuant to CalPERS regulations.
- D. Confidential employees may use up to 48 hours of sick leave per calendar year for sickness within the employee's immediate family in accordance with California Labor Code Section 233 ("KinCare").
  - 1. Immediate family for this provision includes the following relationships relative to the employee: spouse; registered domestic partner; grandparent; grandchild; sibling; child (biological, foster, adopted, stepchild, legal ward, or child to whom the employee stands in loco parentis) the definition of child is applicable regardless of age or dependency status; parent (biological; foster; adoptive; stepparent; or legal guardian of the employee or the employee's spouse or registered domestic partner, or person who stood in loco parentis when the employee was a minor. If applicable, leave taken pursuant to this provision will be counted concurrently with other family leaves.
  - 2. Confidential employees must inform their supervisor when requesting the leave that the leave is being taken pursuant to this provision ("KinCare" leave).
- E. Employees are not entitled to sick leave for illness or injury while also engaging in business or activity for monetary gain or other compensation that would conflict with the illness or injury for which the employee has been granted sick leave.
- F. There shall be no limit on the amount of sick leave that may be accrued by an employee.
- G. Sick Leave shall not be taken as vacation or converted to salary at any time.

- H. When an employee has been on sick leave, the City reserves the right to make any investigation of the illness it deems necessary, including requiring a doctor's certification. On the first day of illness, the employee must notify the department before the shift begins if the employee is to receive sick leave credit.
- I. The first 24 hours or three (3) days of sick/retained sick leave or annual leave taken consistent with Section 5.04(C) during a calendar year shall be designated to comply with California Labor Code Sections 245-249 (Healthy Workplace/Healthy Family Act).
- J. All determinations of sick leave use shall be made by the Department Head concerned, subject to the approval of the Executive Director Human Resources / Risk Management.

**Section 5.05 Annual Leave (Specialized Confidential/Confidential Management)**

- A. Specialized Confidential and Confidential Management employees accumulate annual leave hours. The purpose of annual leave is to provide these employees the ability to accrue time off for use in vacation, sick, and personal leave situations. Annual Leave shall not be used:
  - 1. To extend retirement or separation date; or
  - 2. for illness or injury arising from outside employment, for which the employee is receiving workers' compensation or disability payment from another employer.
- B. Specialized Confidential employees accumulate the following annual leave hours in accordance with City service time. Employees accrue annual leave evenly over 26 pay periods each year as follows:

<b>SPECIALIZED CONFIDENTIAL</b>	
<b>Year of Service</b>	<b>Annual Leave Hours Earned Per Year</b>
1 – 3	170
4	178
5 – 10	194
11	202
12	210
13	218
14	226
15	234
16+	250

- C. Confidential Management employees accumulate the following annual leave hours in accordance with City service time. Employees accrue annual leave evenly over 26 pay periods each year as follows:

<b>SPECIALIZED CONFIDENTIAL</b>	
<b>Year of Service</b>	<b>Annual Leave Hours Earned Per Year</b>
1 – 3	192
4	200
5 - 8	216
9 - 10	224
11	232
12	240
13	248
14	256
15	264
16+	272

- D. Annual Leave shall be accrued based on paid hours on a pro-rated basis. For example, if an employee is paid for 40 hours in an 80-hour pay period, the employee shall earn one-half of the normal accrual. Paid hours include regular work time, compensatory time off, holiday, annual leave, management leave, bereavement, sick, personal, jury duty, catastrophic, paid parental, military, and administrative leaves. It excludes amounts paid by any disability benefits, including short-term and long-term disability and workers' compensation.
- E. On the first day of an absence from work, the employee must notify the department before the shift begins if the employee is to receive annual leave credit.

**Section 5.06 Annual Leave Conversion (Specialized Confidential/Confidential Management)**

- A. The maximum amount of annual leave that may be accrued is 800 hours. Once the employee has an annual leave accrual balance of 800 hours, no annual leave hours will be accrued until the balance drops below 800 hours.
- B. **Conversion of Accumulated Vacation Leave and Sick Leave to Annual Leave**
  - 1. Each accumulated hour of Vacation Leave will be converted to one (1) hour of Annual Leave for employees that become members of the Specialized Confidential or Confidential Management units due to promotion, transfer or demotion.
  - 2. Up to one hundred hours of accumulated Sick leave will be converted at a rate of .6 hours to Annual Leave. Remaining accumulated sick leave hours for employees that become members of the Specialized Confidential or Confidential Management units due to promotion, transfer or demotion will be retained only for use for the purposes described in Section 5.04 – Sick Leave/Retained Sick Leave.
- C. Specialized Confidential and Confidential Management employees may convert a minimum of 8 hours and a maximum of 200 hours of annual leave and/or compensatory time twice each calendar year. The total number of hours converted per calendar year shall not exceed 200. Such conversion shall be at the unit employee's base rate of pay that is in effect at the time of such conversion. Employees cannot convert balances below 40 annual leave hours.

D. The deadlines for conversion requests are as follows:

Request Due Date	Payment
2 <sup>nd</sup> Friday in May	1 <sup>st</sup> payday in June
2 <sup>nd</sup> Friday in November	1 <sup>st</sup> payday in December

E. In accordance with 26 CFR 1.451-2 effective January 1, 2025, and continuing thereafter, unit employees must submit an irrevocable election form, by no later than December 15th of the proceeding calendar year to convert the following hours to cash:

1. Accrued Annual Leave - An amount which may not exceed the number of annual leave hours the individual employee may accrue in the following calendar year.
2. Compensatory Time – An amount which may not exceed the projected number of compensatory time hours the individual employee may receive in the following calendar year.

The cash-out election is for hours to be accrued or received in the calendar year following submission of the irrevocable election form.

F. The total combined number of vacation and compensatory hours converted per calendar year shall not exceed 300 hours.

G. The payment shall be made via payroll and employees may elect to receive the cash out in the first payday in June and/or the first payday in December, but the request must be submitted by December 15th of the year prior.

H. Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave and/or compensatory time conversion salary program for the following calendar year.

I. In the event an employee has less hours in their annual leave and compensatory bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount remaining in their annual leave and compensatory bank at the time of the actual cash-out, less any minimum balances.

J. If an employee makes an irrevocable election to cash-out annual leave and/or compensatory time in the following calendar year and uses such leave in that subsequent calendar year, the annual and compensatory leave used will come from the annual or compensatory leave the employee had earned (if any) prior to January 1st of the calendar year the employee has elected to cash-out. The employee’s use of earned, but unused annual and/or compensatory leave accumulated from previous calendar years shall not result in a reduction in the amount of annual and/or compensatory hours the employee is eligible to cash-out.

K. An employee who experiences an unforeseen emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

For these purposes, an “unforeseen emergency” means a financial hardship to the employee resulting from any of the following:

1. Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or
2. Loss or extensive damage to the employee's property due to casualty; or
3. Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the employee.

Whether an occurrence is an unforeseeable emergency shall be solely determined by the Executive Director Human Resources / Risk Management or designee.

- L. Any conversion of annual leave hours to cash shall not cause the employee's total amount of accrued annual leave in their annual leave bank to fall below a 40 hour minimum balance. Cash-out of accumulated time shall be at the employee's option. Requests for cash-out are to be submitted in a manner prescribed by the City.

**Section 5.07 Personal Leave**

- A. An employee may use any accrued annual leave, vacation and / or compensatory time, but no more than three (3) working days of sick leave per calendar year, as paid personal leave, provided an emergency or other urgent and justifiable cause is presented at the time the request is made for:
  1. Bereavement leave for other than members of the employee's immediate family (immediate family is defined in Section 5.04 (B));
  2. Personal court appearances when required to be present, except for jury duty and court appearances related to City Business.
  3. Any other personal need requiring a leave during working hours when approved by the Department Head or the authorized department representative.
- B. The employee shall provide no less than two (2) days written notice. Failure to provide such notice shall result in such leave to be taken without pay. The supervisor shall waive the two-day notice required provided the employee can demonstrate an urgent and justifiable reason for not providing the required notice.
- C. Personal leave shall be charged against any unused sick leave/retained sick leave, vacation, annual leave or compensatory time the employee has accumulated provided there is no conflict with the conditions outlined above. Additional leave may be authorized by the City Manager from any leave accrued or without pay.

**Section 5.08 Management Leave (Specialized Confidential / Confidential Management)**

Employees in the Specialized Confidential and Confidential Management classifications accrue 40 hours of management leave with the first full pay period ending in January. Employees hired or promoted into the Specialized Confidential or Confidential Management classifications after that date shall receive a prorated amount of such leave. Such leave may only be used as time off during the calendar year. Any remaining hours will not carry over to the following calendar year. Such leave will not convert to compensation upon separation from employment. Employees may not use management leave to extend retirement or separation date.

## **Section 5.09      Bereavement Leave**

- A. In the event of a death in the employee's immediate family, the employee shall be granted three (3) working days of paid bereavement leave. Such bereavement leave shall not be charged against any accrued sick leave, vacation, annual leave, management leave, or accrued compensatory time. Employees shall be granted an additional two (2) working days of unpaid bereavement leave in the event of a death in the employee's immediate family member. The employee may elect to use accrued time off including accrued sick leave, vacation, annual leave, management leave, or accrued compensatory time to cover all or a portion of the unpaid portion of their bereavement leave.
- B. A total of five (5) working days of paid bereavement leave shall be granted if there is a death in the immediate family outside the State boundaries or in excess of 250 miles from the employee's home. Such bereavement leave shall not be charged against the employee's accrued sick leave, vacation, annual leave, management leave, or accrued compensatory time.
- C. Bereavement leave shall be completed within three (3) months of the date of death of the immediate family member. The days of bereavement leave need not be consecutive.
- D. Immediate family for this provision shall be consisted with the definition of "family member" in California labor code section 245.5 (4)(c) or successor legislation unless stipulated by law. This definition includes the following relationships relative to the employee: child, including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child (i.e. parent, stepparent, mother-in-law, father-in-law); spouse; registered domestic partner; grandparent; grandchild; sibling.
- E. Employees shall be granted one (1) working day paid personal leave to attend the funeral of an aunt, uncle, cousin, niece or nephew.
- F. Employees may be provided release time by Department Heads to attend the funeral of deceased City employees without loss of pay.
- G. Employees may be required to furnish evidence satisfactory to the City of the family member's death and the employee's relationship to the deceased family member.

## **Section 5.10      Family Medical Leaves**

- A. Family Medical Leave shall be granted in accordance with the California Family Rights Act (CFRA) of 1991 and the Family and Medical Leave Act (FMLA) of 1993, and any modified provisions and interpreted regulations for those respective statutes.
- B. Employees may utilize up to six (6) weeks of accrued sick leave for leaves of absence for care of family members that fall under the provisions of the FMLA and CFRA. This sick leave shall be used prior to the unpaid leave provisions of FMLA and CFRA. Both paid and unpaid time during an approved FMLA/CFRA leave of absence shall run concurrently with FMLA/CFRA leave. Pregnancy Disability Leave shall run concurrently with any approved FMLA/CFRA leave.

- C. Employees are required to use up to 80 hours per pay period of all eligible leave accruals or the number of hours for full integration if integrating with disability programs. Employees are not permitted to take time off without pay if eligible leave accruals are available. Eligible leave accruals for Confidential, Specialized Confidential, and Confidential Management employees include, but are not limited to, vacation, annual leave, management leave, and compensatory time for any purpose, and sick leave accruals if used for qualified medical, bereavement, or personal reasons as defined in this Article.

**Section 5.11 Catastrophic Leave Program**

- A. The City agrees to permit employees to contribute a portion of their accrued leave credit to another employee when such employee is on an approved leave of absence due to a verifiable illness or injury, caused by either physical or mental impairment. A statement from the employee's treating physician is required.
- B. The City also agrees to permit employees to contribute a portion of their accrued vacation, annual leave and/or compensatory time to another employee when such an employee is on an approved leave of absence due to the verifiable illness or injury of the employee's spouse, domestic partner, parent or child. Sick Leave/Retained Sick Leave may not be donated.
- C. All Catastrophic Leave transfers, are subject to the following conditions:
  - 1. The Human Resources / Risk Management Department shall review all requests from the receiving employee to determine eligibility for catastrophic leave prior to the receiving employee or the employee's Department requesting donations.
  - 2. Catastrophic illness or injury is defined as an unforeseen or sudden, unexpected illness or injury requiring immediate attention. Pregnancy is excluded from this provision; however, injuries or illnesses resulting from a pregnancy may be covered under this provision with a statement from the employee's treating physician as the final authority.
  - 3. The receiving employee shall be on an approved continuous leave of absence for over 40 hours due to the illness or injury. A statement from the employee or family member's treating physician is required.
  - 4. The receiving employee has exhausted all accrued leave and is therefore facing financial hardship.
  - 5. The total number of hours that can be donated to the receiving employee from all contributing employees combined shall not exceed 520 hours within 26 consecutive pay periods.
  - 6. The donating employee must have at least 96 hours sick leave or annual leave (for Specialized Confidential / Confidential Management) remaining after such donation and the leave application rate shall be based on the donating employee's dollar value, which shall be adjusted proportionally to the receiving employee's rate.
  - 7. The donations must be in whole hour increments. The amount of the donation credited each pay period shall be in accordance with the receiving employee's needs. The donations are irrevocable and shall be indistinguishable from other leave credits belonging to the receiving employee. Donations shall be subject to all taxes required by law.

8. Donations shall be made on a Catastrophic Leave Form prescribed by the Human Resources / Risk Management Department.

**Section 5.12 Jury Duty**

- A. In the event an employee is duly summoned to any court during their scheduled working hours for the purpose of performing jury service or serving as a witness, except in cases where the employee is a plaintiff, petitioner, defendant, respondent, or appellant; the employee shall be released from the employee's regular duties with pay. Any fees for the performance of such service, excluding mileage or subsistence allowances, shall be remitted to the City.
- B. Any employee called for jury duty in Rancho Cucamonga must return to work if dismissed before 3:00 pm. If the employee is called to San Bernardino, the employee must return to work if dismissed by 2:00 pm. Upon return from jury duty, the employee shall present a certificate of service to the employee's department.
- C. This section shall not apply when an employee is summoned or otherwise required to appear in court in the course of City business.

**Section 5.13 Paid Parental Leave**

- A. Each employee shall be granted a paid parental leave of absence not to exceed 40 hours per calendar year upon the birth or adoption of the employee's child or children. Any such leave must be taken within six (6) weeks before or after the estimated birth or adoption date and is subject to the department's established time off or leave of absence approval procedures. Such paid parental leave shall not be charged against the employee's sick leave, vacation leave, annual leave, or accrued compensatory time.
- B. The employee may be required to furnish evidence satisfactory to the City of the birth or adoption of the employee's child or children and/or the employee's relationship to the child or children.
- C. Paid Parental Leave will be considered as qualifying leave under the California Family Rights Act (CFRA) and the Family Medical Leave Act (FMLA) and shall run concurrently with an entitled unpaid Family Leave (provided that the employee is deemed eligible for CFRA and/or FMLA). Unpaid Family Leave shall be granted in accordance with CFRA and FMLA and the interpreted regulations for those respective statutes.
- D. Individuals subject to their initial probation period with the City of Ontario shall be required to complete a full duty on-the-job probationary period as outlined in Section 2.01.

**Section 5.14 Submitting and Recording of Leave Time (Specialized Confidential / Confidential Management)**

- A. It is recognized that in certain circumstances, the fulfillment of an employee's responsibilities requires longer or more irregular hours than usual. In such instances, a department may allow an employee the flexibility to attend to personal business away from work during normal works hours without requiring the use of accrued leave. Exercising this flexibility shall not amount to compensating the employee on an hour off for an hour worked basis.
- B. Employees shall submit requests for time off for full or partial day absences to their immediate supervisor or manager with as much advance notice as possible. Authority to approve the



request is at the sole discretion of the immediate supervisor or manager based on the nature of the request and the operational demands of the department.

- C. Full day absences: Employees are required to use their accrued time off (annual, leave, retained sick leave or management leave) for full day absences.
- D. Partial day absences: An employee's partial day absence(s) exceeding two hours will be charged to the employee's accumulated time off, (annual leave, retained sick leave, or management leave), or taken as leave without pay. Absences of less than two hours will not be charged to accumulated time off or charged as leave without pay. Employees with approved intermittent Family Medical Leave, California Family Rights Act or other protected leave, the employee must record each hour not worked.
- E. Employees are expected to complete their assigned duties regardless of their use of partial day absences. Flexibility of employee's work hours may or may not be granted based on operational needs, including the need for supervisors to be available.

**Article VI. BENEFITS**

**Section 6.01 Health Insurance Contribution**

The City will contribute up to a maximum of \$204.67 per month toward health insurance premiums for active Confidential and Specialized Confidential employees and retirees. The City will contribute up to a maximum of \$300.00 per month toward health insurance premiums for active Confidential Management employees and retirees. These amounts are inclusive of the minimum statutory employer contribution under the Public Employees Medical and Hospital Care Act (PEMHCA) for active employees who choose to enroll in the City's medical plan.

**Section 6.02 City Contributions to Cafeteria Plan Benefits**

- A. The City will maintain an IRS Code Section 125 qualifying Cafeteria Plan to allow employees to pay for pre-tax medical, dental and vision benefits.
- B. Employees must enroll in a City offered medical insurance plan unless the employee satisfies conditions of the eligible opt out arrangement below. The City's lowest cost employee-only plan satisfies the Federal Poverty Line Safe Harbor under the Patient Protection and Affordable Care Act.
- C. **City Contribution:** For Eligible Employees who enroll in coverage, the City Contribution, inclusive of the Health Insurance Contribution set forth in Section 6.01 shall be as follows:

Coverage Level	Confidential / Specialized Confidential	Confidential Management
Single Coverage	\$765	\$765
Two Party Coverage	\$1,050	\$1,090
Family Coverage	\$1,335	\$1,380

For Eligible active employees who enroll in coverage, the monthly City Contribution, inclusive of the Health Insurance Contribution set forth in Section 6.01, shall be based on the level of coverage selected by the employee, and equal to the corresponding Kaiser premium for the region in which the employee is enrolled and as reflected on the CalPERS monthly billing statement. Employees hired on or before December 31, 2017, selecting single party

coverage shall receive a contribution of no less than \$765 per month, or the applicable Kaiser premium for single party coverage, whichever is greater. Employees hired on or after January 1, 2018, selecting single party coverage shall receive a monthly contribution up to the Kaiser premium for single party coverage for the region in which the employee is enrolled.

For purposes of the Affordable Care Act's employer mandate, the amount of the lowest cost plan offered to the Eligible Employee is considered a Health Flex Contribution. A Health Flex Contribution cannot be cashed out or applied to other benefits.

After enrolling in the selected coverage, an Eligible Employee may take the remainder of the City's Contribution in cash. Only those Eligible Employees hired on or before December 31, 2017 enrolled in single level coverage may take the remainder of the City's contribution in cash as taxable compensation. If the Kaiser Plan single coverage exceeds \$765, those employees selecting single coverage level, regardless of hire date, will no longer receive cash back from excess contributions.

D. **Cash-in-Lieu Option:** An employee will be eligible to receive cash-in-lieu of \$573 per month if hired on or before August 31, 2004 or \$420 per month if hired on or after September 1, 2004 instead of enrolling in a City offered medical insurance plan only if the following conditions are satisfied:

1. The employee signs a form attesting that the employee and the employee's Tax Family have Alternative Required Coverage for the Opt-Out Period meeting the following definitions:
  - a. Tax Family - all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt-out applies.
  - b. Alternative Required Coverage - minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).
  - c. Opt-Out Period - the plan year to which the opt-out arrangement applies.
2. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive cash in lieu.
3. The cash in lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such alternative coverage, or if the conditions in this Section 6.02(C) are not otherwise satisfied.

DI. **Dental Insurance:** Employees who enroll in the City's dental plan shall receive an employer contribution up to the DPO basic plan premium for employee and dependents (in addition to the City Contribution described in this Section 6.02). Employees who do not enroll in the City dental plan will not receive employer contribution for dental premiums.

DII. **Vision Insurance:** Employees who enroll in the City's vision plan shall receive an employer contribution up to the basic vision plan premium for employee and dependent coverage (in addition to the City Contribution described in this Section 6.02). Employees who do not enroll in the City vision plan will not receive employer contribution for vision premiums.

**G. Eligible Employee Requirements**

1. Employees must be full-time (i.e. scheduled for a minimum of 40 hours per week) and be in a paid status for a minimum of 15 hours per pay period to be eligible for the benefits of Section 6.02(A), unless the employee is receiving disability benefits. Paid status includes hours paid for: regular work time, compensatory time off, vacation, annual leave, management leave, bereavement leave, sick leave, retained sick leave, jury duty leave, catastrophic leave, paid parental leave, personal leave, paid military leave, administrative leave, and paid holidays.
  - a. The City will continue its contributions toward employee cafeteria plan and health insurance contributions for a leave of absence due to the employee’s own illness or injury not to exceed a total 26 consecutive pay periods.
  - b. If the leave of absence is not consecutive, the continuation of the contributions toward cafeteria plan benefits shall not exceed 26 pay periods total in an 18-month period.
  - c. The employee is responsible for payment of any benefit cost above the applicable health allotment (City contribution) and any voluntary supplemental benefit plans during their leave period. If the employee fails to make timely payments, their benefits will be discontinued.
2. Employees who have leave balances must use all leave accruals available each pay period up to 80 hours, or up to the amount needed to reach 80 hours when combined with disability and workers’ compensation payments.

**H. Disability**

The City assumes the full premium cost for the employee in the City-designated short and long-term disability programs.

**I. Life and Accidental Death & Dismemberment Insurance**

Employees shall be covered by the City’s group term life insurance and accidental death and dismemberment (AD&D) insurance plan. The City will pay the premiums for life insurance coverage in the following amounts:

	Basic Life Insurance	Accidental Death and Dismemberment (AD&D)
Confidential	\$50,000	\$50,000
Specialized Confidential	\$51,000	\$54,000
Confidential Management	\$51,000	\$54,000

**Section 6.03 Flexible Spending Accounts**

The City will offer Flexible Spending Accounts (FSA) to all unit employees. An FSA allows an employee to make pre-tax deductions for qualifying medical, dental, vision, and dependent care expenses. The plan is established and administered in accordance with Section 125 of the Internal Revenue Service Code.

## Section 6.04 Retirement

### A. Classic Member

1. A classic member is defined as an employee who meets the definition of a “classic” member for purposes of retirement pension benefits in accordance with the Public Employees’ Pension Reform Act of 2013. Generally, this includes employees that were hired before January 1, 2013 in the California Public Employees Retirement System (CalPERS) or a reciprocal retirement system with no break in service longer than six (6) months. CalPERS ultimately determines who is a classic member in compliance with the law.
2. Classic CalPERS members shall be eligible for the 2.5% @ 55 Full and Modified Formula for Local Miscellaneous Members including integration with Social Security. This also includes the optional benefit of Government Code Section 20042, Highest Single Year.
3. All classic CalPERS members shall pay the employee’s contribution of 8% percent as a pre-tax deduction to CalPERS.

### B. New Member

1. A new member is defined as an employee who meets the definition of a “new” member for purposes of retirement pension benefits pursuant to the Public Employees’ Pension Reform Act of 2013. Generally, this includes employees that were hired into a regular position on or after January 1, 2013, or former members who have more than a six-month break in service. CalPERS ultimately determines who is a new member in compliance with the law.
2. New members shall be eligible for the 2% @ 62 Formula for Local Miscellaneous Members including integration with Social Security.
3. The employee contribution for new members shall be one-half the normal cost, as determined by CalPERS. As of July 2013, the required employee contribution for new members is 6.25%. This amount will be adjusted periodically by CalPERS.

### C. Optional Benefits for Classic and New Members

The City’s contract with the Public Employees’ Retirement System includes the following optional benefits for both classic and new members:

1. Section 20903 – Two Years Additional Service Credit
2. Section 20965 – Sick Leave Credit
3. Section 21024 – Military Service Credit
4. Section 21037 – Cancel Payment for Optional Service Credit upon Retirement for Disability
5. Section 21548 – Pre-Retirement Optional Settlement Death Benefit

## Section 6.05 Deferred Compensation

- A. The City has established a Section 401(a) money purchase plan for employer deferred compensation contributions. The City will contribute \$200 per month for Confidential Management employees. The City will contribute \$125 per month for Specialized Confidential employees. The City will contribute \$75 per month for Confidential employees. The

contribution will be paid in equal bi-weekly installments during the first and second pay periods of the month.

- B. Employees are eligible to voluntarily participate in a 457(b) deferred compensation plan as provided for in State and Federal Tax codes. Employees may contribute to the plan in accordance with plan provisions and subject to plan maximums.

**Section 6.06 Employee Assistance Program**

The City shall continue to maintain an employee assistance program for all employees. Confidentiality regarding employee use of this program will be maintained in full compliance with State and Federal Regulations.

**Section 6.07 Certifications/Licensing & Training**

**A. Certifications / Licensing**

When the City determines that a reclassification of a position requires the incumbent to obtain a specialized license or certificate, or if such a requirement is established for the position by a Federal or State agency during an employee's employment in the position, the City agrees to assume the cost for such certification or license. The City may pay directly or reimburse the employee if the employee presents proof of payment.

**B. Employee Training**

Any training or educational class approved by the employee's Agency/Department Head, that provides both the employee and the City with value, shall be considered as time worked. Value is defined as course material that is directly related to the employee's job if it aids the employee in handling the employee's present job better. This would include any class scheduled on an employee's regular day off.

**Section 6.08 Tuition Reimbursement**

- A. To encourage all unit employees to continue educational development, specified employees shall be eligible for reimbursement of tuition expenses. The City shall reimburse an eligible employee for the cost of tuition for academic courses that are determined to be job-related and subject to the following conditions:
  - 1. Full-time, non-probationary employees are eligible.
  - 2. The determination that the course is job related shall be made by the employee's Department Head.
  - 3. The course shall provide college-level credit from an accredited educational institution.
  - 4. The employee is not eligible for assistance from any other source.
  - 5. Submission and approval of the request for reimbursement must be completed at least 30 calendar days prior to the start date of the course.
  - 6. Tuition is the only expense that shall be reimbursable. No reimbursement shall be made for lab fees, books, travel costs, etc.
  - 7. Classes shall not interfere with the employee's normal work hours.

- 8. Certification of completion of the course with a passing grade must be obtained and submitted within 60 calendar days after completion of the course.
- 9. The maximum reimbursement amount paid to an eligible employee shall not exceed \$1,000 per calendar year.
- B. Tuition reimbursement requests shall be submitted through the City's Human Resource Information System to the employee's Department Head for a determination that the course is job-related. After such determination is made, the Department Head shall approve the request and it will be routed to the Human Resources / Risk Management Department for processing. The Human Resources / Risk Management Department shall be responsible for notifying the employee of the disposition of the request prior to the start date of the course. Proof of payment and proof of completion shall be submitted to the Human Resources / Risk Management Department. Reimbursement shall be made within 30 calendar days following the receipt of proof of payment amount and proof of completion.

**Article VII. DISCIPLINARY PROCEDURE**

**Section 7.01 Provisions**

- A. An employee may be disciplined for policies, misconduct, or any other just cause. Discipline is defined as demotion, discharge, reduction-in-pay, and suspension of employees with regular status. Letters of reprimand, counseling memos, performance improvement plans, development plans, evaluations and other related actions are not considered discipline for the purposes of this article.
- B. The disciplinary procedure provides that the employee shall receive advance notice of the proposed disciplinary action at least five (5) working days before the action is to be implemented. The notification time frame shall begin the day after the notice of the proposed disciplinary action is served. The notice shall include:
  - 1. The specific grounds and particular facts upon which the proposed action is based; and
  - 2. any materials, reports, or documents upon which the action is based.

**Section 7.02 Response**

- A. The employee shall have the right to respond to the proposed disciplinary action, orally or in writing, and shall have such responses considered by a reviewer of the proposed action. Such review/meeting shall be conducted by the Agency Head for the employee's department prior to the imposition of the disciplinary action. If the Agency Head is proposing the disciplinary action, an alternate City Agency Head shall conduct the review/meeting.
- B. Following the review of the proposed action, the Executive Director Human Resources / Risk Management or designee shall serve on the employee, by personal email (if available), certified mail or personal delivery, a statement informing the employee of the results of the review. This statement shall inform the employee of the grounds for the decision and the acts or omissions which support the grounds. This statement shall also include the employee's appeal rights.
- C. The employee shall have 14 calendar days to file an appeal with the Executive Director Human Resources / Risk Management or designee.

### **Section 7.03      Appeal Hearings**

- A. Within 14 calendar days after a serious disciplinary action is imposed, the employee shall have the right to appeal the disciplinary action. An independent Hearing Officer shall hear the appeal. Such appeal shall be conducted as an evidentiary hearing.
- B. The Hearing Officer shall be selected from a list of names provided by the American Arbitration Association or the California State Mediation and Conciliation Service. The City and the appellant shall alternately delete names; the remaining name shall be selected as the Hearing Officer. As an alternative, the City and the appellant may mutually agree on the selection of a Hearing Officer. The Hearing Officer shall be selected within 15 calendar days after receiving the list of potential Hearing Officers.
- C. The City and the appellant shall present written summaries of the issues to be considered, witnesses to be called, and any other materials to be considered by the Hearing Officer prior to the Hearing. The City or the appellant may request that the Hearing be recorded. The Hearing Officer shall notify the City and the appellant of the date, time, location and estimated length of the Hearing, at least 10 calendar days prior to the Hearing date. The Hearing Officer may require the submission of written closing statements at the close of the Hearing and prior to the issuance of a decision. The time periods in this Section may be extended by mutual agreement of the City and the appellant.
- D. After the hearing is completed, the Hearing Officer shall issue findings and a decision to overturn, modify, or uphold the disciplinary action. The Hearing Officer's decision shall be issued within 30 days after the completion of the Hearing and the submission of closing statements, if required. The City or the appellant may request that the Hearing Officer's decision be submitted to the City Council for review. Such a request must be made in writing to the Executive Director Human Resources / Risk Management within 30 calendar days after receipt of the decision. If submitted to the City Council for review, the City Council may overturn, modify or uphold the Hearing Officer's decision. The City Council's decision shall be final.
- E. The cost of the Hearing Officer's services shall be shared equally between the City and the appellant. Recording costs shall be borne by the requesting party or shared equally, if both parties request recording of the Hearing. The City and the appellant shall each be responsible for their own representation costs, witness expenses, or any other costs associated with the Hearing.
- F. If the appellant fails to attend a scheduled Hearing or fails to submit their portion of the costs of the Hearing, prior to the Hearing, the appeal shall be considered abandoned. If the appeal is abandoned, there shall be no further administrative review or City Council review.

### **Section 7.04      General Provisions**

- A. This disciplinary procedure should be used for all serious disciplinary actions which are normally considered (1) demotions, (2) discharges, (3) reductions in pay, and (4) suspensions.
- B. The above procedure may be deviated from in circumstances where there is a need for immediate action. In such cases, an employee may be ordered off the job if the employee's conduct imperils the safety or welfare of the public, other employees, or said employee (e.g., drunkenness, violence, gross insubordination).

- C. An employee shall have right of representation when the employee reasonably anticipates that a meeting is for the purpose of disciplining the employee, or is to obtain facts to support disciplinary action that is probable, or that is being seriously considered.

### **Section 7.05      Written Rebuttals**

Letters of reprimand, counseling memos, performance improvement plans, development plans, evaluations and other related actions are not considered to the notification and appeal procedures in this article. Similarly, probationary discharge, probationary demotions, or other actions taken while an employee is on probation are not subject to the notification and appeal procedures in this article. However, an employee may prepare a written response to be placed in the employee's personnel file along with the document. Such written rebuttal must be made within 30 days of the receipt of the document.

## **Article VIII. COMPLAINT/GRIEVANCE PROCEDURE**

### **Section 8.01      Definitions**

- A. **Complaint** - A concern of an employee, which arises from the application of a term of this document, existing City Rule(s), Regulation(s) or Policy (Policies) regarding working conditions.
- B. **Grievance** - A written allegation by an employee that there has been a violation, misapplication, or misinterpretation of a specific term(s) of this document, existing City Rule, Regulation, or Policy regarding working conditions.
- C. **Grievant** - A regular or probationary employee, who alleges in a grievance that the employee has been directly wronged by a violation of a specific term(s) of this profile, existing City Rule, Regulation, or Policy regarding working conditions.
- D. **Immediate Supervisor** - The appropriate supervisory or management person to whom the employee directly reports.
- E. **Representative** - An employee or other person representing the grievant who at the grievant's request may be present at Levels I through IV.
- F. **Respond and File** - Personal delivery, work or personal email, or deposit in the U.S. mail, postage prepaid. If mail delivery is used, it will be by certified, return receipt requested mail, and the certified receipt date will establish the date of response or filing. If work or personal email is used, the calendar date of the email sent will establish the date of response or filing. If personal delivery is used, the calendar date of delivery will establish the date of response or filing.

### **Section 8.02      Level I - Informal Review**

- A. An employee will have the right to present a complaint and to have the complaint considered with the immediate supervisor no later than 15 working days after the event giving rise to the complaint, or no later than 15 working days after the employee knew or reasonably should have known of the event giving rise to the complaint.
- B. Whenever possible, the employee and the employee's immediate supervisor will attempt to resolve the complaint informally.



- C. The immediate supervisor will provide an answer to the employee no later than 14 working days after the employee presents the grievance. Such response will be provided orally.
- D. A resolution of the complaint at the informal level will not be precedent setting.

**Section 8.03      Level II – Formal**

- A. If the complaint is not resolved through Level I informal discussions, the employee may file a Level II grievance with the Department Head no later than 10 working days after the response of the immediate supervisor at Level I. The grievant will state the following clearly and concisely on a grievance form provided by the City (Appendix B):
  - 1. The specific term(s) of the document, City Rule, Regulation, or written policy regarding working conditions, which have been violated;
  - 2. the action grieved, including names, dates, places, and times and how it violated a specific term(s) of this document, City Rule, Regulation, or policy regarding working conditions;
  - 3. the remedy sought;
  - 4. the name and classification of the grievant and the employee’s signature;
  - 5. the name of the representative, if any; and
  - 6. the date of submission.
- B. The Department Head will hold a meeting with the grievant and employee’s representative, if any, at a mutually acceptable time and location no later than 10 working days after the receipt of the grievance. The Department Head will respond in writing to the grievant within 10 working days after the Level II meeting. The response will be accompanied by the original grievance and accompanying documentation.

**Section 8.04      Level III**

- A. In the event the grievance is not settled at Level II, the grievant may file the Level III grievance with the Agency Head no later than 10 working days after the Level II response. The grievant will include in the grievance a written statement indicating the reason that the proposed settlement at Level II was unsatisfactory. The Agency Head may hold a meeting with the grievant and employee’s representative, if any, at a mutually acceptable time and location. The Agency Head will respond to the grievant no later than 10 working days after the receipt of the Level III grievance.
- B. The grievant will present at Level III all issues and written evidence known or which could have been reasonably known. No additional issues may be presented by the grievant after Level III.
- C. Amendments and/or modifications to the grievance will not be made by the grievant after the Level III filing date, except by mutual agreement. This provision does not preclude either party from presenting new evidence should either party discover it at a later date. Each party will make an effort to share evidence with each other upon discovery.

**Section 8.05            Level IV**

- A. In the event the grievance is not settled at Level III, the grievant may file a Level IV grievance with the City Manager no later than 10 working days after the receipt of the Level III response.
- B. The City Manager or the City Manager's designee (acting with the full authority of the City Manager) may meet with the grievant at a mutually acceptable time and location within 10 working days of receipt of the written grievance. The City Manager or the City Manager's designee shall respond to the grievant no later than 10 working days after the meeting or 20 working days after receipt of the grievance at Level IV. The response will be accompanied by the original grievance and accompanying documentation.
- C. If the grievance has not been settled at Level IV, then within 10 working days after receipt of the Level IV written decision or the expiration of the time limits for making such decision, the grievant may request arbitration by giving notice to that effect, by certified mail, return receipt requested, directed to the Executive Director Human Resources / Risk Management.

**Section 8.06            Level V – Arbitration**

- A. The arbitration procedure will be conducted in accordance with the rules of the American Arbitration Association or other procedures agreed upon by the parties.
- B. The arbitrator will be selected using an alternate striking procedure [by mutual agreement of both parties] and a list of arbitrators submitted by the American Arbitration Association or any other mutually acceptable source, or the arbitrator may be selected by mutual agreement.
- C. The cost of any arbitration proceeding will be divided equally between the City and the grievant.
- D. Failure on the part of the City representative or grievant to appear in any case before an arbitrator, without good cause, will result in the forfeiture of the case and responsibility for payment of all costs of arbitration. "Good Cause" will be defined as a circumstance(s) beyond control of the party failing to appear. Any cancellation or postponement fee will be borne by the responsible party.
- E. A final decision of award of the arbitrator will be made within 30 calendar days after the close of the hearing. Such decision or award will be subject to the review and approval of the City Council.
- F. The cost of the arbitration services shall be shared equally by the parties. Any expenses for witnesses, however, shall be borne by the party who calls them.
- G. The standard of review for the arbitrator is whether the City violated a specific term(s) of this document, City Rule, Regulation, or policy regarding working conditions.
- H. If an arbitrability question exists, the arbitrator will determine the arbitrability question prior to hearing the formal presentations of the parties on the merits of the grievance.

**Section 8.07            General Provisions**

- A. Failure of the grievant to comply with the time limitations of this Article will render the grievance untimely and the grievance will not continue be processed at any Level. Failure by the City representative to timely respond under this Article will permit the grievance to be filed at the next level.

- B. Time limits set forth in this Article may be extended by mutual agreement.
- C. No punitive action or retaliation will be assessed against an employee for utilizing the grievance procedure.
- D. Employees will be granted release time not to exceed one hour for the purpose of discussing a potential grievance with their representative or preparing for a grievance which has been filed at Level II. Such release time for pre-grievance consultation or grievance preparation is applicable per grievance and its scheduling will not interfere with departmental operations.
- E. The parties may consolidate at any level grievances on similar issues.
- F. Grievance records will be filed separately from an employee's personnel file and will be considered confidential.
- G. A grievant may withdraw a grievance at any time. The grievant will not file any subsequent grievance on the same alleged incident.
- H. A decision by the grievant to submit a grievance to arbitration will automatically be a waiver of all other remedies except as provided otherwise by statute.
- I. No individual City Council member may be approached concerning the grievance at any time the grievance is being processed.
- J. Organizational channels will be utilized at all times and participation in the grievance and the discussion of information related thereto will be limited to the parties to the grievance except when such other persons are identified and/or called as witnesses.
- K. A group of employees may file one grievance rather than individual grievances as long as the following conditions are met:
  - 1. Each employee in the "group" grievance is individually named.
  - 2. The grievable matter is exactly the same for each employee cited in the grievance.
  - 3. The City is not obligated to conduct grievance hearings or provide grievance responses to each individual, but only to one of the employees involved who represents the Group filing the grievance.
- L. The review of a proposed disciplinary action shall not be subject to these grievance procedures.

**Section 8.08 Authority of Third Party**

Each issue decided by arbitration will stand on its own merits and will not be used as a precedent in deciding any future issue.

<b>Article IX. GENERAL PROVISIONS</b>
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**Section 9.01 Personnel Files**

- A. The official personnel files shall be located in and/or maintained by the Human Resources / Risk Management Department. The official personnel file shall consist of a physical file as

well as a digital file within the City's Human Resources Information System. Personnel actions (i.e. discipline, promotions) will be based on documentation within such file.

- B. Employees have the right to have access to, and obtain copies of, any document in the physical version of their official personnel file. Employees may be charged for cost of excessive duplication of any materials in the personnel file for which they request copies.
- C. The City shall provide employees with secured online access to the digital version of their personnel file, which includes the ability to view and print records within the file. The ability to access the digital version of the personnel file is subject to internet availability and may be restricted by the software provider during reasonable periods for maintenance and/or required updates.
- D. An employee will be provided with an initial copy of any document, which will be placed in the official personnel file. An employee shall have the right to respond in writing or personal interview to any information contained in the employee's personnel file. Such a reply will remain in the personnel file so long as the referenced document is in the file.

**Section 9.02 Overpayments, Recovery and Underpayments**

In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of overpayment. The repayment shall occur within the same time frame the overpayment was received by the employee or sooner at the employee's discretion.

Either Human Resources / Risk Management, or the Payroll Department shall provide written documentation showing the calculations of the overpayment to the employee. A meeting may be requested by the employee with the Payroll Department to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount, or alternative repayment method (including repayment from personal funds) will be documented in writing.

Extensions to the period for repayment of the overage or an alternative repayment method may be requested by the employee and are subject to the approval of the Executive Director of Finance or their designee. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period.

If the employee leaves employment prior to repayment of overage, the City shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the City shall initiate a collections process against the employee.

In situations involving underpayment to an employee by the City, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

**Section 9.03 Direct Deposit and Electronic Pay Advice**

- A. Employees must make and maintain arrangements for direct deposit of their net paychecks into the financial institution of their choice via electronic fund transfer. Such arrangements shall be made within one month.
- B. In an extraordinary circumstance/event that an employee is unable to make arrangements for electronic fund transfer, the employee shall submit a request in writing to the Human

Resources / Risk Management Department to be considered for an exception. Human Resources / Risk Management shall review the request for the Direct Deposit Special Exemption and may request supporting documentation; and the employee will be notified of the determination.

- C. Any Direct Deposit Special Exemption granted may be reviewed periodically for continuation, subject to the approval of Human Resources / Risk Management Department.
- D. The electronic pay advice will be available for employees to view, save and print in the City's Human Resources Information System on the employee's pay day.

**Section 9.04 Severability**

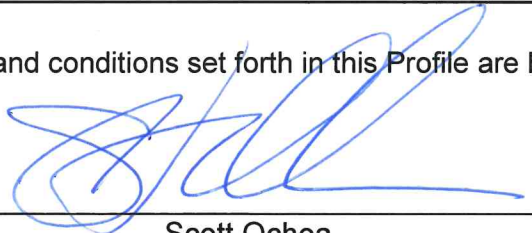
If any article or section of this Profile shall be found to be in conflict with any statute or regulation of the United States or the State of California by a court of competent jurisdiction, such article or section shall be deemed null and void and of no further effect. However, such articles and sections shall be severable from the remainder of this Profile, and all other provisions hereof shall continue in full force and effect.

**Section 9.05 Peaceful Performance of City Services**

- A. Employees shall not cause, condone, or participate in any strike, walk out, work stoppage, job action, slow down, speed up, sick out, refusal, or failure to faithfully perform assigned duties and responsibilities, withholding of services or other interference with City operations, including compliance with the request of any labor organizations to engage in any or all of the preceding activities.
- B. In addition to any other lawful remedies for the disciplinary action available to the City, the City may invoke any and all remedies available to it under its Employer-Employee Relations Section of the Personnel Rules and Regulations.

**Article X. FINAL SIGNATURE**

All terms and conditions set forth in this Profile are hereby effective the 1<sup>st</sup> day of July 2023.

  
\_\_\_\_\_  
Scott Ochoa  
City Manager

9/27/23  
\_\_\_\_\_  
Date

## APPENDIX A

### July 1, 2023 - Confidential, Specialized Confidential, Confidential Management

*Approximate Salaries\**

Classification	Step	July 3, 2023		July 14, 2024	
		Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate
<b>Accountant</b>	1	\$36.23	\$6,279.87	\$39.68	\$6,877.87
	2	\$38.05	\$6,595.33	\$41.67	\$7,222.80
	3	\$39.96	\$6,926.40	\$43.76	\$7,585.07
	4	\$41.97	\$7,274.80	\$45.96	\$7,966.40
	5	\$44.03	\$7,631.87	\$48.22	\$8,358.13
<b>Accounting Technician</b>	1	\$30.38	\$5,265.87	\$33.27	\$5,766.80
	2	\$31.89	\$5,527.60	\$34.92	\$6,052.80
	3	\$33.48	\$5,803.20	\$36.67	\$6,356.13
	4	\$35.15	\$6,092.67	\$38.49	\$6,671.60
	5	\$36.92	\$6,399.47	\$40.43	\$7,007.87
<b>Accounts Payable Technician</b>	1	\$30.38	\$5,265.87	\$33.27	\$5,766.80
	2	\$31.89	\$5,527.60	\$34.92	\$6,052.80
	3	\$33.48	\$5,803.20	\$36.67	\$6,356.13
	4	\$35.15	\$6,092.67	\$38.49	\$6,671.60
	5	\$36.92	\$6,399.47	\$40.43	\$7,007.87
<b>Administrative Assistant</b>	1	\$28.89	\$5,007.60	\$31.64	\$5,484.27
	2	\$30.35	\$5,260.67	\$33.24	\$5,761.60
	3	\$31.84	\$5,518.93	\$34.87	\$6,044.13
	4	\$33.44	\$5,796.27	\$36.62	\$6,347.47
	5	\$35.11	\$6,085.73	\$38.45	\$6,664.67
<b>Administrative Assistant to the City Council</b>	1	\$40.76	\$7,065.07	\$44.64	\$7,737.60
	2	\$42.81	\$7,420.40	\$46.88	\$8,125.87
	3	\$44.93	\$7,787.87	\$49.20	\$8,528.00
	4	\$47.18	\$8,177.87	\$51.67	\$8,956.13
	5	\$49.51	\$8,581.73	\$54.22	\$9,398.13
<b>Administrative Specialist - Confidential</b>	1	\$31.28	\$5,421.87	\$34.26	\$5,938.40
	2	\$32.83	\$5,690.53	\$35.95	\$6,231.33
	3	\$34.49	\$5,978.27	\$37.77	\$6,546.80
	4	\$36.21	\$6,276.40	\$39.65	\$6,872.67
	5	\$38.02	\$6,590.13	\$41.64	\$7,217.60
<b>Broadband Analyst</b>	1	\$41.33	\$7,163.87	\$45.26	\$7,845.07
	2	\$42.84	\$7,425.60	\$46.91	\$8,131.07
	3	\$45.58	\$7,900.53	\$49.92	\$8,652.80
	4	\$47.85	\$8,294.00	\$52.40	\$9,082.67
	5	\$50.23	\$8,706.53	\$55.01	\$9,535.07
<b>Community Information Specialist</b>	1	\$31.28	\$5,421.87	\$34.26	\$5,938.40
	2	\$32.83	\$5,690.53	\$35.95	\$6,231.33
	3	\$34.49	\$5,978.27	\$37.77	\$6,546.80
	4	\$36.21	\$6,276.40	\$39.65	\$6,872.67
	5	\$38.02	\$6,590.13	\$41.64	\$7,217.60
<b>Database Administrator</b>	1	\$55.95	\$9,698.00	\$61.27	\$10,620.13
	2	\$58.76	\$10,185.07	\$64.35	\$11,154.00
	3	\$61.70	\$10,694.67	\$67.57	\$11,712.13
	4	\$64.77	\$11,226.80	\$70.93	\$12,294.53
	5	\$68.00	\$11,786.67	\$74.46	\$12,906.40
<b>Economic Development Analyst</b>	1	\$38.17	\$6,616.13	\$41.80	\$7,245.33
	2	\$40.08	\$6,947.20	\$43.89	\$7,607.60
	3	\$42.09	\$7,295.60	\$46.09	\$7,988.93
	4	\$44.19	\$7,659.60	\$48.39	\$8,387.60
	5	\$46.40	\$8,042.67	\$50.81	\$8,807.07
<b>Economic Development Specialist</b>	1	\$35.29	\$6,116.93	\$38.65	\$6,699.33
	2	\$37.06	\$6,423.73	\$40.59	\$7,035.60
	3	\$38.90	\$6,742.67	\$42.60	\$7,384.00
	4	\$40.85	\$7,080.67	\$44.74	\$7,754.93
	5	\$42.90	\$7,436.00	\$46.98	\$8,143.20

## APPENDIX A

### July 1, 2023 - Confidential, Specialized Confidential, Confidential Management

*Approximate Salaries\**

Classification	Step	July 3, 2023		July 14, 2024	
		Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate
Financial Analyst	1	\$47.79	\$8,283.60	\$52.34	\$9,072.27
	2	\$50.18	\$8,697.87	\$54.95	\$9,524.67
	3	\$52.69	\$9,132.93	\$57.70	\$10,001.33
	4	\$55.34	\$9,592.27	\$60.60	\$10,504.00
	5	\$58.06	\$10,063.73	\$63.58	\$11,020.53
Human Resources Coordinator	1	\$36.99	\$6,411.60	\$40.51	\$7,021.73
	2	\$38.84	\$6,732.27	\$42.53	\$7,371.87
	3	\$40.77	\$7,066.80	\$44.65	\$7,739.33
	4	\$42.82	\$7,422.13	\$46.89	\$8,127.60
	5	\$44.95	\$7,791.33	\$49.23	\$8,533.20
Human Resources Specialist	1	\$31.28	\$5,421.87	\$34.26	\$5,938.40
	2	\$32.83	\$5,690.53	\$35.95	\$6,231.33
	3	\$34.49	\$5,978.27	\$37.77	\$6,546.80
	4	\$36.21	\$6,276.40	\$39.65	\$6,872.67
	5	\$38.02	\$6,590.13	\$41.64	\$7,217.60
Human Resources Technician	1	\$33.54	\$5,813.60	\$36.73	\$6,366.53
	2	\$35.21	\$6,103.07	\$38.56	\$6,683.73
	3	\$36.97	\$6,408.13	\$40.49	\$7,018.27
	4	\$38.82	\$6,728.80	\$42.51	\$7,368.40
	5	\$40.77	\$7,066.80	\$44.65	\$7,739.33
IT Specialist	1	\$35.29	\$6,116.93	\$38.65	\$6,699.33
	2	\$37.06	\$6,423.73	\$40.59	\$7,035.60
	3	\$38.90	\$6,742.67	\$42.60	\$7,384.00
	4	\$40.85	\$7,080.67	\$44.74	\$7,754.93
	5	\$42.90	\$7,436.00	\$46.98	\$8,143.20
IT Technician	1	\$31.76	\$5,505.07	\$34.78	\$6,028.53
	2	\$33.35	\$5,780.67	\$36.52	\$6,330.13
	3	\$35.00	\$6,066.67	\$38.33	\$6,643.87
	4	\$36.75	\$6,370.00	\$40.25	\$6,976.67
	5	\$38.59	\$6,688.93	\$42.26	\$7,325.07
Management Analyst - Confidential	1	\$38.17	\$6,616.13	\$41.80	\$7,245.33
	2	\$40.08	\$6,947.20	\$43.89	\$7,607.60
	3	\$42.09	\$7,295.60	\$46.09	\$7,988.93
	4	\$44.19	\$7,659.60	\$48.39	\$8,387.60
	5	\$46.40	\$8,042.67	\$50.81	\$8,807.07
Office Assistant - Confidential	1	\$19.79	\$3,430.27	\$21.68	\$3,757.87
	2	\$20.78	\$3,601.87	\$22.76	\$3,945.07
	3	\$21.82	\$3,782.13	\$23.90	\$4,142.67
	4	\$22.90	\$3,969.33	\$25.08	\$4,347.20
	5	\$24.05	\$4,168.67	\$26.34	\$4,565.60
Office Specialist - Confidential	1	\$23.90	\$4,142.67	\$26.18	\$4,537.87
	2	\$25.11	\$4,352.40	\$27.50	\$4,766.67
	3	\$26.36	\$4,569.07	\$28.87	\$5,004.13
	4	\$27.66	\$4,794.40	\$30.29	\$5,250.27
	5	\$29.04	\$5,033.60	\$31.80	\$5,512.00
Payroll Coordinator	1	\$38.94	\$6,749.60	\$42.64	\$7,390.93
	2	\$40.88	\$7,085.87	\$44.77	\$7,760.13
	3	\$42.93	\$7,441.20	\$47.01	\$8,148.40
	4	\$45.08	\$7,813.87	\$49.37	\$8,557.47
	5	\$47.31	\$8,200.40	\$51.81	\$8,980.40
Payroll Technician	1	\$33.54	\$5,813.60	\$36.73	\$6,366.53
	2	\$35.21	\$6,103.07	\$38.56	\$6,683.73
	3	\$36.97	\$6,408.13	\$40.49	\$7,018.27
	4	\$38.82	\$6,728.80	\$42.51	\$7,368.40
	5	\$40.77	\$7,066.80	\$44.65	\$7,739.33

## APPENDIX A

### July 1, 2023 - Confidential, Specialized Confidential, Confidential Management

*Approximate Salaries\**

Classification	Step	July 3, 2023		July 14, 2024	
		Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate
<b>Personnel and Training Coordinator</b>	1	\$33.54	\$5,813.60	\$36.73	\$6,366.53
	2	\$35.21	\$6,103.07	\$38.56	\$6,683.73
	3	\$36.97	\$6,408.13	\$40.49	\$7,018.27
	4	\$38.82	\$6,728.80	\$42.51	\$7,368.40
	5	\$40.77	\$7,066.80	\$44.65	\$7,739.33
<b>Records Coordinator</b>	1	\$33.41	\$5,791.07	\$36.59	\$6,342.27
	2	\$35.09	\$6,082.27	\$38.43	\$6,661.20
	3	\$36.84	\$6,385.60	\$40.34	\$6,992.27
	4	\$38.68	\$6,704.53	\$42.36	\$7,342.40
	5	\$40.61	\$7,039.07	\$44.47	\$7,708.13
<b>Records Specialist</b>	1	\$25.79	\$4,470.27	\$28.25	\$4,896.67
	2	\$27.08	\$4,693.87	\$29.66	\$5,141.07
	3	\$28.42	\$4,926.13	\$31.12	\$5,394.13
	4	\$29.83	\$5,170.53	\$32.67	\$5,662.80
	5	\$31.33	\$5,430.53	\$34.31	\$5,947.07
<b>Senior Accountant</b>	1	\$42.07	\$7,292.13	\$46.07	\$7,985.47
	2	\$44.18	\$7,657.87	\$48.38	\$8,385.87
	3	\$46.39	\$8,040.93	\$50.80	\$8,805.33
	4	\$48.70	\$8,441.33	\$53.33	\$9,243.87
	5	\$51.13	\$8,862.53	\$55.99	\$9,704.93
<b>Senior Accounts Payable Technician</b>	1	\$32.04	\$5,553.60	\$35.09	\$6,082.27
	2	\$33.64	\$5,830.93	\$36.84	\$6,385.60
	3	\$35.46	\$6,146.40	\$38.83	\$6,730.53
	4	\$37.10	\$6,430.67	\$40.63	\$7,042.53
	5	\$38.94	\$6,749.60	\$42.64	\$7,390.93
<b>Senior Administrative Assistant</b>	1	\$31.77	\$5,506.80	\$34.79	\$6,030.27
	2	\$33.36	\$5,782.40	\$36.53	\$6,331.87
	3	\$35.01	\$6,068.40	\$38.34	\$6,645.60
	4	\$36.76	\$6,371.73	\$40.26	\$6,978.40
	5	\$38.60	\$6,690.67	\$42.27	\$7,326.80
<b>Senior Information Technology Specialist</b>	1	\$38.94	\$6,749.60	\$42.64	\$7,390.93
	2	\$40.89	\$7,087.60	\$44.78	\$7,761.87
	3	\$42.93	\$7,441.20	\$47.01	\$8,148.40
	4	\$45.08	\$7,813.87	\$49.37	\$8,557.47
	5	\$47.32	\$8,202.13	\$51.82	\$8,982.13
<b>Senior Performance and Optimization Analyst</b>	1	\$52.28	\$9,061.87	\$57.25	\$9,923.33
	2	\$54.92	\$9,519.47	\$60.14	\$10,424.27
	3	\$57.63	\$9,989.20	\$63.11	\$10,939.07
	4	\$60.53	\$10,491.87	\$66.29	\$11,490.27
	5	\$63.55	\$11,015.33	\$69.59	\$12,062.27
<b>Senior Records Specialist</b>	1	\$30.40	\$5,269.33	\$33.29	\$5,770.27
	2	\$31.91	\$5,531.07	\$34.95	\$6,058.00
	3	\$33.50	\$5,806.67	\$36.69	\$6,359.60
	4	\$35.17	\$6,096.13	\$38.52	\$6,676.80
	5	\$36.93	\$6,401.20	\$40.44	\$7,009.60
<b>Senior Systems Analyst</b>	1	\$52.29	\$9,063.60	\$57.26	\$9,925.07
	2	\$54.93	\$9,521.20	\$60.15	\$10,426.00
	3	\$57.67	\$9,996.13	\$63.15	\$10,946.00
	4	\$60.54	\$10,493.60	\$66.30	\$11,492.00
	5	\$63.56	\$11,017.07	\$69.60	\$12,064.00
<b>Systems Analyst</b>	1	\$38.94	\$6,749.60	\$42.64	\$7,390.93
	2	\$40.89	\$7,087.60	\$44.78	\$7,761.87
	3	\$42.93	\$7,441.20	\$47.01	\$8,148.40
	4	\$45.08	\$7,813.87	\$49.37	\$8,557.47
	5	\$47.32	\$8,202.13	\$51.82	\$8,982.13



## APPENDIX A

### July 1, 2023 - Confidential, Specialized Confidential, Confidential Management

*Approximate Salaries\**

Classification	Step	July 3, 2023		July 14, 2024	
		Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate
Systems Specialist	1	\$35.29	\$6,116.93	\$38.65	\$6,699.33
	2	\$37.06	\$6,423.73	\$40.59	\$7,035.60
	3	\$38.90	\$6,742.67	\$42.60	\$7,384.00
	4	\$40.85	\$7,080.67	\$44.74	\$7,754.93
	5	\$42.90	\$7,436.00	\$46.98	\$8,143.20

#### Specialized Confidential

Executive Assistant to the City Manager	1	\$60.45	\$10,478.00	\$66.20	\$11,474.67
	2	\$63.47	\$11,001.47	\$69.50	\$12,046.67
	3	\$66.64	\$11,550.93	\$72.98	\$12,649.87
	4	\$69.96	\$12,126.40	\$76.61	\$13,279.07
	5	\$73.45	\$12,731.33	\$80.43	\$13,941.20
Human Resources Analyst	1	\$42.09	\$7,295.60	\$46.09	\$7,988.93
	2	\$44.19	\$7,659.60	\$48.39	\$8,387.60
	3	\$46.40	\$8,042.67	\$50.81	\$8,807.07
	4	\$48.70	\$8,441.33	\$53.33	\$9,243.87
	5	\$51.13	\$8,862.53	\$55.99	\$9,704.93
Internal Auditor	1	\$42.39	\$7,347.60	\$46.42	\$8,046.13
	2	\$44.52	\$7,716.80	\$48.75	\$8,450.00
	3	\$46.72	\$8,098.13	\$51.16	\$8,867.73
	4	\$49.06	\$8,503.73	\$53.73	\$9,313.20
	5	\$51.51	\$8,928.40	\$56.41	\$9,777.73
Investment Officer	1	\$52.95	\$9,178.00	\$57.99	\$10,051.60
	2	\$55.59	\$9,635.60	\$60.88	\$10,552.53
	3	\$58.38	\$10,119.20	\$63.93	\$11,081.20
	4	\$61.29	\$10,623.60	\$67.12	\$11,634.13
	5	\$64.36	\$11,155.73	\$70.48	\$12,216.53
Legislative Analyst	1	\$38.17	\$6,616.13	\$41.80	\$7,245.33
	2	\$40.08	\$6,947.20	\$43.89	\$7,607.60
	3	\$42.09	\$7,295.60	\$46.09	\$7,988.93
	4	\$44.19	\$7,659.60	\$48.39	\$8,387.60
	5	\$46.40	\$8,042.67	\$50.81	\$8,807.07
Senior Community Information Specialist	1	\$38.94	\$6,749.60	\$42.64	\$7,390.93
	2	\$40.88	\$7,085.87	\$44.77	\$7,760.13
	3	\$42.93	\$7,441.20	\$47.01	\$8,148.40
	4	\$45.08	\$7,813.87	\$49.37	\$8,557.47
	5	\$47.31	\$8,200.40	\$51.81	\$8,980.40

#### Confidential Management

Administrative Officer - Confidential	1	\$57.46	\$9,959.73	\$62.92	\$10,906.13
	2	\$60.35	\$10,460.67	\$66.09	\$11,455.60
	3	\$63.36	\$10,982.40	\$69.38	\$12,025.87
	4	\$66.54	\$11,533.60	\$72.87	\$12,630.80
	5	\$69.86	\$12,109.07	\$76.50	\$13,260.00
Payroll Manager	1	\$47.32	\$8,202.13	\$51.82	\$8,982.13
	2	\$49.69	\$8,612.93	\$54.42	\$9,432.80
	3	\$52.17	\$9,042.80	\$57.13	\$9,902.53
	4	\$54.78	\$9,495.20	\$59.99	\$10,398.27
	5	\$57.49	\$9,964.93	\$62.96	\$10,913.07
Principal Human Resources Agency Partner	1	\$57.46	\$9,959.73	\$62.92	\$10,906.13
	2	\$60.35	\$10,460.67	\$66.09	\$11,455.60
	3	\$63.36	\$10,982.40	\$69.38	\$12,025.87
	4	\$66.54	\$11,533.60	\$72.87	\$12,630.80
	5	\$69.86	\$12,109.07	\$76.50	\$13,260.00

## APPENDIX A

### July 1, 2023 - Confidential, Specialized Confidential, Confidential Management

*Approximate Salaries\**

Classification	Step	July 3, 2023		July 14, 2024	
		Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate
Principal Risk Management / Benefits Agency Partner	1	\$57.46	\$9,959.73	\$62.92	\$10,906.13
	2	\$60.35	\$10,460.67	\$66.09	\$11,455.60
	3	\$63.36	\$10,982.40	\$69.38	\$12,025.87
	4	\$66.54	\$11,533.60	\$72.87	\$12,630.80
	5	\$69.86	\$12,109.07	\$76.50	\$13,260.00
Senior Financial Analyst - Confidential	1	\$52.95	\$9,178.00	\$57.99	\$10,051.60
	2	\$55.59	\$9,635.60	\$60.88	\$10,552.53
	3	\$58.38	\$10,119.20	\$63.93	\$11,081.20
	4	\$61.29	\$10,623.60	\$67.12	\$11,634.13
	5	\$64.36	\$11,155.73	\$70.48	\$12,216.53

**CITY OF ONTARIO  
EMPLOYEE GRIEVANCE FORM  
CONFIDENTIAL UNIT**

Name(s): \_\_\_\_\_

Classification(s): \_\_\_\_\_

Phone: (w) \_\_\_\_\_ (h) \_\_\_\_\_ Dept: \_\_\_\_\_

Home Address: \_\_\_\_\_

Employee: Signature: \_\_\_\_\_

Check Filing Level

II - \*Must be filed within 10 working days from Level I response. Date filed: \_\_\_\_\_

III - \*Must be filed within 10 working days from Level II response. Date filed: \_\_\_\_\_

IV - \*Must be filed within 10 working days from Level III response. Date filed: \_\_\_\_\_

\*Timelines may be extended by mutual agreement.

Each filing must be accompanied by a written statement indicating the reason why the proposed settlement at the prior level was not satisfactory.

Provide clear and concise statements.

Cite specific term(s) of MOU, City Rule, Regulation or policy, regarding working conditions alleged to have been violated:

Nature of the Problem: (The action grieved including pertinent names, dates, places and times and how it violated a specific term(s) of this MOU, City Rule, Regulation or policy regarding working conditions):

Proposed Solution:

Date of Level I Response:

**FORMAL LEVEL RESPONSES**

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Level II Response: Department Head (Assistant Department Head if no Agency Level) -  
\*Respond within 10 working days from Level II meeting date.

Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Level III Response: Agency Head (Department Head if no Agency Level) - \*Respond within 10  
working days from receipt of grievance.

Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Level IV Response: City Manager - <sup>1</sup>Respond within 10 working days after the Level III  
meeting or within 20 working days from receipt of grievance.

Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
<sup>1</sup> Response time may be extended by mutual agreement.

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