



**SUMMARY OF COMPENSATION
AND TERMS OF EMPLOYMENT
FOR THE
CONFIDENTIAL EMPLOYEE GROUP**

EFFECTIVE MARCH 10, 2025 – SEPTEMBER 30, 2027

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I. GENERAL PROVISIONS

- A. Confidential Job Classifications: The provisions of this Summary of Compensation and Terms of Employment for the Confidential Employee Group “Summary”) describe and authorize compensation and terms of employment for confidential, unrepresented employees in the following job classifications for the period from March 10, 2025 to September 30, 2027:

Business Manager
Human Resources Analyst I/II
Management Analyst II (Confidential)
Principal Analyst – Administrative Services
Principal Analyst – Workers Compensation
Senior Human Resources Analyst

- B. This group of employees for the purpose of identification shall be titled the Confidential Employee Group.
- C. The provisions of this Summary shall continue and remain in full force and effect until such time as any modifications or amendments are approved by the City Council. This Summary does not create any contractual right, or any express or implied contract of employment. The City of Redwood City retains the full discretion to modify this Summary at any time in accordance with law.
- D. Pro-ration for Part-Time Employees
Salaries, City contributions to benefits, and leave accruals will be pro-rated for regular, part-time employees covered by this Summary.

II. COMPENSATION

- A. Pay Period: Employees shall be paid bi-weekly on Fridays.
- B. Direct Deposit: All employees are required to participate in a mandatory direct deposit program.
- C. Salary Increases:
Following City Council approval of this Summary, the City will conduct a total compensation survey in accordance with the parameters of the City’s compensation philosophy and will reflect the Redwood City COLA and pension cost share effective the first full pay period following City Council approval of this Summary, including the cost of living increases and reductions in pension cost share. Any resulting equity adjustments will not exceed one percent (1%), to be effective the first full pay period following final completion of the surveys.

Effective the first full pay period following October 1, 2025, there will be a three percent (3%) cost of living increase for all classifications covered by this Summary.

Effective the first full pay period following October 1, 2026, there will be a three percent (3%) cost of living increase for all classifications covered by this Summary.

Effective October 1, 2027, the City will provide the same Cost of Living Adjustment to the Confidential employees covered by this Summary as negotiated with the Redwood City Management Employees' Association (RCMEA), effective on the same date as the increase provided to employees represented by RCMEA.

D. Initial Appointments: Initial appointments shall normally be made at the lowest rate of pay within the applicable salary scale. Upon approval of the City Manager, such appointments may be made above the bottom of the range when justified upon consideration of the difficulty of locating qualified personnel and an appointee's experience, education, knowledge of particular duties required and such other criteria as may be reasonably related to such preferential consideration on the basis of merit.

E. Meritorious Achievement Adjustment: When an individual's performance is judged to meet or exceed a satisfactory level, a merit increase may be given in addition to the cost-of-living adjustment. Such an increase may be between four and seven percent (4% and 7%). This increase is based on the City's evaluation of the degree to which the employee met their objectives. In making this determination, the relative merit of an individual employee among other employees shall be considered. The meritorious achievement awards scale will be:

- Unsatisfactory No increase
- Satisfactory 4%
- Exceeds Standards 5%-6%
- Outstanding 7% 16.3.2

Once the employee's performance evaluation has been completed, it shall be presented to the employee for review and signature. Recommendations for merit increases will be made by the department head and forwarded with detailed justifications to the City Manager and Personnel Officer, who may make adjustments prior to approval. Merit increases may only be granted upon completion of six (6) months of probationary employment and yearly thereafter from the date of the last merit increase. An employee who receives an "unsatisfactory" evaluation will be ineligible to receive a Merit Achievement

Adjustment until the employee receives an overall annual performance rating of "satisfactory" or higher.

- F. Salary Increase on Promotion: Promotional appointments shall be made at the level in the new salary range which results in an increase of at least five percent (5%). For the purposes of calculating a promotional increase, any premium pay the employee had been receiving on a regular and continuous basis shall be included in the comparative calculation, provided that the employee's new position is not similarly eligible for such pay. However, in no event shall the promoted employee receive less than the salary of any subordinate classification the employee is required to supervise directly. Promotional appointments which result in a salary increase of more than five percent (5%) may be made with the approval of the City Manager. Promoted employees are eligible for a merit salary increase after six (6) months of service in the promotional classification and on a yearly basis thereafter.

- G. Bilingual Premium Pay:

1. Tier One:

- a. For employees hired before October 1, 2021, who were receiving the basic (2.5%) level of bilingual pay as of October 1, 2021, and who are routinely and consistently assigned to positions requiring Spanish bilingual skills, as determined by the employee's Department Head, are eligible to receive a two and one-half percent (2.5%) pay differential for the use of Spanish bilingual skills in job duties arising during the normal course of work. Employees hired before October 1, 2021, who were receiving the advanced (5%) level of bilingual pay as of October 1, 2021, with advanced Spanish bilingual skills who are routinely and consistently assigned positions requiring advanced Spanish bilingual skills, as determined by the employee's Department Head, are eligible to receive a five percent (5%) pay differential for the use of these advanced skills in job duties arising during the normal course of work.
- b. Advanced bilingual skills, for the purpose of the pay differential shall be defined as the ability to translate and communicate beyond Spanish conversational speaking and/or basic writing. Employees who receive the advanced bilingual differential are required, when called upon, to utilize their skills citywide, and as circumstances may require, assist in liaison efforts to advance bilingual communication with community members or organizations.

2. Tier Two:

- a. For all other employees, including employees hired before October 1, 2021 who achieve new or more advanced bilingual skills following that date, eligibility for Bilingual Premium Pay is as follows:

Basic Level: Effective the first full pay period following City Council approval of this Summary, employees with proficient bilingual skills who are routinely and consistently assigned to positions requiring communication in languages other than English and that are listed below are eligible, with Department Head approval, to receive a pay differential of \$353.18 per month (\$163 per biweekly pay period) for the use of these skills in job duties arising during the normal course of work. To receive the Proficiency Level of Bilingual Premium Pay, the employee is required to receive advance Department Head approval, be proficient in a listed language, and successfully pass a proficiency examination as determined by the Personnel Officer every three (3) years.

Advanced Level: Effective the first full pay period following City Council approval of this Summary, employees with advanced bilingual skills who are routinely and consistently assigned to positions requiring communication in languages other than English and that are listed below, with Department Head approval, to receive a pay differential of \$706.36 per month (\$326.01 per biweekly pay period) for the use of these advanced skills in job duties arising during the normal course of work. Advanced bilingual skills, for purposes of the advanced bilingual pay differential, are defined as verbal and written fluency in a listed language other than English, including the ability to translate and communicate beyond conversational speaking and/or basic writing. To receive the advanced level of bilingual premium pay, the employee is required to receive advance Department Head approval, be fluent in a listed language, and successfully pass a fluency examination as determined by the Personnel Officer every three (3) years.

- b. Tier Two employees with proficiency or fluency in the following languages will be eligible for Bilingual Premium Pay: Spanish, Mandarin, Cantonese, Korean, and American Sign Language.
- c. Tier Two employees with proficiency and/or fluency in more than one language listed above will not be permitted to earn Bilingual Premium Pay of more than \$1,059.53 per month (\$489.02 per biweekly pay period).

3. Employees who receive the advanced bilingual differential are required, when called upon, to utilize their skills citywide, and as circumstances may require, assist in liaison efforts to advance bilingual communication with community members or organizations.
 4. Bilingual skills shall not be a condition of employment except for employees who are hired specifically with that requirement. If an employee is hired under this provision, that requirement shall be included in the initial appointment letter.
 5. The City has the right to discontinue the bilingual differential if the employee no longer qualifies for the benefit.
- H. Temporary Upgrade: An employee temporarily assigned by the supervisor to work in a higher paid classification shall receive a temporary upgrade to the lowest point of the range in the higher classification, or an increase of five percent (5%), whichever is greater. This temporary upgrade shall be effective for all hours worked of four (4) hours or more in one (1) working day. In no event shall the employee so assigned receive more than the top of the range for the higher classification. To be eligible for Temporary Upgrade Pay, the employee must be relieved of their regular job duties during the assignment. To be eligible for Temporary Upgrade Pay, the employee must be relieved of their regular job duties during the assignment. For overtime eligible employees, overtime earned while in Temporary Upgrade status will be paid at the Temporary Upgrade rate. For exempt employees, management leave time earned while in Temporary Upgrade status will be paid out when used or cashed out at the Temporary Upgrade rate of pay.

For the purpose of Government Code section 20480, when assigned to temporarily fill a vacant position during recruitment for a permanent appointment, an out-of-class appointment shall not exceed a total of nine hundred sixty (960) hours in a fiscal year.

Out-Of-Class Pay: Employees who are assigned in writing by their manager in advance to perform work outside of their classification and to receive out of class pay will receive five percent (5%) of their base hourly rate of pay for those hours worked. Employees are not eligible to receive Out of Class Pay and Temporary Upgrade Pay simultaneously. During an out of class assignment, employees are required to continue to perform some or all of their regular duties in addition to the duties of the higher classification. Out-of-Class pay shall not be paid every time an employee is assigned duties outside of their classification, but rather is dependent on advance manager approval and based on the sole discretion of the manager. For overtime

eligible employees, overtime earned in Out-Of-Class Pay status will be paid at the Out-Of-Class Pay rate. For exempt employees, management leave time earned while in Out-of-Class status will be paid out when used or cashed out at the Out-of-Class rate of pay.

I. Pro-ration for Part-Time Employees

City contributions to benefits and leave accruals will be pro-rated for regular, part-time employees covered by this Summary.

III. LEAVE BENEFITS

A. Vacations

All regular full-time employees shall be entitled to use accrued vacation leave from the commencement of their employment with the City.

Full-time employees shall be entitled to accrue annual vacation leave as follows:

- Upon date of hire through the end of the fourth (4th) year of City service, employees shall accrue vacation at a rate (3.077 hours per pay period) that yields eighty (80) hours of vacation at the end of each year of service.
- The fifth (5th) year of service through the end of the ninth (9th) year of service, employees will accrue vacation at a rate (4.615 hours per pay period) that yields one hundred twenty (120) hours of vacation at the end of each year of service.
- The tenth (10th) year of service through the end of the sixteenth (16th) year of service, employees will accrue vacation at a rate (6.154 hours per pay period) that yields one hundred sixty (160) hours of vacation at the end of each year of service.
- The seventeenth (17th) year of service through the end of the nineteenth (19th) year of service, employees will accrue vacation at a rate (6.923 hours per pay period) that yields one hundred eighty (180) hours of vacation at the end of each year of service.
- The twentieth (20th) year of service and subsequent years of service, employees shall accrue vacation at a rate (7.692 hours per pay period) that yields two hundred (200) hours of vacation at the end of each year of service.

Vacation leave shall not be accumulated in excess of the amount of vacation hours an employee can accrue in a two (2) year period based on the employee's current years of City service computed through the pay period that includes the 31st of December, except upon written authorization of the Personnel Officer.

Upon termination of employment an employee shall be paid cash value of their accrued vacation leave at the time of the termination, in accordance with the above schedule.

B. Vacation Cash Out

Effective December 2025, an employee may elect on or before December 31st each year, to receive compensation in lieu of a portion of accrued and unused vacation leave credits for the following calendar year by requesting payment of unused vacation leave in writing. Accumulated vacation leave benefits for years prior to such calendar year shall not be eligible for cash-out.

Eligibility for vacation cash-out shall be subject to the employee's annual accrual rate as of December 31st in the year the employee submits the election to cash out, as follows:

- Employees with an annual accrual rate of eighty (80) hours per year may elect to cash-out up to twenty (20) hours of accrued and unused vacation.
- Employees with an annual accrual rate of one hundred twenty (120) hours may elect to cash-out up to forty (40) hours of accrued and unused vacation.
- Employees with an annual accrual rate of one hundred sixty (160) hours may elect to cash-out up to eighty (80) hours of accrued and unused vacation.
- Employees with an annual accrual rate of one hundred eighty (180) hours may elect to cash-out up to one hundred (100) hours of accrued and unused vacation.
- Employees with an annual accrual rate of two hundred (200) hours may elect to cash-out up one hundred twenty (120) hours of accrued and unused vacation.

In addition, the following restrictions shall apply:

- Employee must have a minimum of eighty (80) hours of accrued vacation at the time of election in order to be eligible.
- Employee must utilize a minimum of eighty (80) hours of vacation during the calendar year in which leave is accrued.
- Employee must have at least eighty (80) hours of vacation leave remaining after the cash-out is completed. In the event that the amount of vacation to be cashed out would leave less than eighty (80) hours in the employee's remaining accrued leave bank, the cash-out amount will be reduced by the amount necessary in order to retain the minimum eighty (80) hour bank.

The City will endeavor to make payment on the non-payroll Friday immediately following the first payroll Friday in January; however, the payment will be made no later than the first pay period in February and shall be paid using the salary in effect the preceding December 31st.

Upon payment, accumulated vacation leave credits shall be reduced by the value of the vacation leave used and compensated as provided in the above paragraph.

C. Recognized Holidays:

The following are the recognized holidays:

New Year's Day
Martin Luther King, Jr. Day (observed on the third Monday in January)

Presidents' Day (observed on the third Monday in February)

Memorial Day (observed on the last Monday in May)

Juneteenth (observed June 19)

Independence Day

Labor Day (observed on the first Monday in September)

Veterans Day (observed November 11)

Thanksgiving Day

The Day After Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

Effective the first full pay period following City Council approval of this Summary, three (3) administrative holidays and such other days as may be proclaimed local holidays by City Council. Administrative Holidays may only be taken in eight (8) hour increments. At the option of the employee, an employee may receive pay at the employee's straight-time rate of pay in lieu of one or both of the administrative holidays at eight (8) hours per administrative holiday. In the event that one or both of the administrative holidays are not used by December 31st, payment will be made no later than the first pay period in February.

When any of the above holidays listed in this section fall on Sunday, the following Monday shall be considered the holiday. When any of the above holidays fall on Saturday, the preceding Friday shall be considered the holiday.

An employee who is required to work on any of the holidays listed above shall receive instead a paid day off on the workday either preceding or following the

holiday as determined by the department head, or shall receive up to eight (8) hours of management leave.

In the event any of the holidays specified above occurs while an employee is on vacation or sick leave, the holiday shall not be charged as vacation or sick leave.

D. Sick Leave

1. Accrual: Sick leave with pay shall be granted to all regular full-time employees, except as hereinafter provided, at the rate of one (1) working day (8 hours) for each full calendar month of service from the commencement of their employment with the City.
2. FMLA/CFRA: A qualifying employee may also request family and medical leave if they are unable to perform their job because of a serious health condition, need to care for a child, following birth or placement of a child with an employee in connection with the adoption or foster care of a child, or need to care for a spouse, domestic partner, child, parent, parent-in-law, grandchild, grandparent sibling or designated person who has a serious health condition and requires the employee's care. Leave shall be in accordance with the City's Family Medical Leave Act Policy.
3. Sick Leave Usage: Sick leave is paid leave from work that can be used for the following purposes:
 - diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members:
 - child of any age or dependency status (including biological, adopted, or foster child, legal ward, or child to whom the employee stands in loco parentis);
 - parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child);
 - parent-in-law (the parent of the employee's spouse or registered domestic partner);
 - spouse;
 - registered domestic partner;
 - grandparent;
 - grandchild;
 - sibling; or
 - Designated Person. For the purpose of this section, "Designated Person" means a person identified by the employee at the time the employee requests paid sick days. The City may limit an employee to one designated person per 12-month period for paid sick days.

- for an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety, with appropriate certification of the need for such services.
- Effective January 1, 2025, sick leave can be used for the following additional purposes as provided in Government Code Section 12945.8, subsections (a)(3) and (b), as follows:
 - for an employee to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child.
 - to obtain or attempt to obtain any relief for the family member, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the family member of the victim;
 - to seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;
 - to seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence;
 - to seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence;
 - to participate in safety planning or take other actions to increase safety from future qualifying acts of violence;
 - to relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare;
 - to provide care to a family member who is recovering from injuries caused by a qualifying act of violence;
 - to seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
 - to prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or
 - to seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

- If an employee is a victim of a violent or serious felony crime, theft or embezzlement; or if the employee has an immediate family member, registered domestic partner or the registered domestic partner's child is a victim, the employee can use paid sick leave to attend judicial proceedings related to that crime.

4. Accrual Cap: Unused sick leave may be accumulated to maximum sick leave credits of one-thousand two hundred (1200) hours.

In the event an employee has accumulated the maximum sick leave credits of one-thousand two hundred (1200) hours and the employee becomes so severely ill that they exhausts their sick leave, the Personnel Officer may, upon the written recommendation from the employee's department head, authorize additional sick leave to include any sick leave in excess of the one thousand two-hundred (1200) hours maximum which may have been lost due to the maximum limitation; provided, however, that sick leave credits were not accumulated for a period of six (6) months or longer.

5. Sick Leave Cash Out: An employee may elect to receive compensation in lieu of sick leave credits for any calendar year (based on the first twenty-six (26) pay periods in the calendar year) by requesting payment of unused sick leave in writing to the Director of Finance on or before December 1 of the prior year.

Current employees hired prior to the date on which this Summary was approved by the City Council may make an irrevocable election on or before December 1 of the prior year to cash out up to forty-eight (48) hours of sick leave to be accrued in the following calendar year and cashed out in that same year at their base rate of pay at the time of cash out. They must retain at least eighty (80) hours (two (2) full weeks) of sick leave after the cash out.

Employees hired on or after the date on which this Summary was approved by the City Council may make an irrevocable election on December 1 to cash out up to twenty-four (24) hours of sick leave to be accrued in the following calendar year and cashed out in that same year at their base rate of pay at the time of cash out. They must retain at least eighty (80) hours (two (2) full weeks) of sick leave after the cash out. The amount of sick leave credits will be deducted from the employee's sick leave balance at the time of cash out.

Payment shall be made after December 31. There shall be no payment in lieu of accumulated sick leave benefits for years prior to such calendar year.

If an employee terminates for reasons other than death, retirement or discharge, compensation in lieu of unused sick leave shall be paid in the amount provided for an employee who elects to receive compensation in lieu of sick leave credits, prorated to the date of termination of service.

Employees who have ten (10) years of service and who retire from City employment with benefits from PERS or who die while in the employ of the City shall be eligible to receive fifty percent (50%) of the employee's normal rate of pay for the remaining accrued unused sick leave.

In the event of the death of an employee, such payments shall be made to the designated beneficiary filed with the Director of Finance, or, in the event no designated beneficiary has been chosen, the beneficiary listed in the employee's insurance policy. The beneficiary will receive payment of such unused sick leave in the applicable amount provided in this Section.

Employees discharged for disciplinary reasons shall not be eligible for payment of unused sick leave.

6. Verification: Following an employee's use of one-half of their annual sick leave allotment in a calendar year, if an employee's illness or the illness of a family member results in an absence from work for three (3) or more days, a verified statement from a licensed medical practitioner or other reasonable proof of illness may be required by the City. If a supervisor believes there is an abuse of sick leave, the supervisor may require the employee to provide medical verification for such absence.

- E. Industrial Disability Leave: An employee who is employed by the City as of March 31, 1983, who suffers any disability arising out of and in the course of their employment as defined by the Workers' Compensation laws of the State of California, shall be entitled to industrial disability leave without loss of compensation for the period of such industrial disability to a maximum of one (1) year, or upon retirement, whichever comes first. An employee hired on or after April 1, 1983 who suffers any disability arising out of and in the course of their employment as defined by the Workers' Compensation laws of the State of California, shall be entitled to industrial disability leave without loss of compensation for the period of leave necessary to recover from such industrial disability, up to a maximum of sixty (60) days or until retirement, whichever occurs first. During the period the employee is paid by the City, the employee shall assign or endorse to the City any benefit payments received as a result of Workers' Compensation insurance coverage.

The City reserves the right to withhold payment of any industrial disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation.

F. Military Leave: The provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Military and Veterans Code of the State of California shall govern the granting of military leaves of absence and the rights of employees returning from such leaves.

G. Leave of Absence Without Pay: Upon written request of an employee, the Personnel Officer may grant a leave of absence without pay for a period not to exceed one (1) year. Any authorization for a leave of absence without pay shall be made in writing by the Personnel Officer and the department head.

During an approved leave of absence, the employee shall not engage in gainful employment unless authorized to do so by written permission of the City. The City may cancel the leave of absence or terminate any employee who violates the terms and conditions of the written permission for the leave.

Unless required by law, employees shall not receive City contribution to benefits or accrue vacation, sick leave or other paid leave, during leave of absence without pay. Employees on unpaid leave of absence may continue group health insurance coverage provided the employee pays the entire cost of coverage for the option selected. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

H. Jury Duty: Any employee whose name shall be selected from the list of trial jurors or serve as a juror in a civil or criminal action pending in a Superior, Municipal, or Justice Court of the State of California, or any Federal court convening in the State of California, or any employee required to report for the selection of a jury in any of these courts shall receive pay for the time such service requires their absence from work; provided, however, that the City may require proof of the time such service was required and any moneys received from jury service shall be turned into the City; provided, further, that the employee shall report to work whenever a reasonable portion of the workday or shift remains for completion. Any employee required to serve as a juror shall not have their regular starting or quitting time changed as a result of being called for jury service.

I. Parental Leave of Absence Without Pay

Parental leave of absence without pay shall be granted upon request to qualifying employees for the purpose of parent-child bonding following the birth of a child or the placement of a child in the employee's family for adoption or foster care for a period of up to one (1) year.

Parental leave shall be granted when the following conditions have been met:

- The employee shall notify their immediate supervisor in writing no later than ninety (90) days prior to the tentative date on which the leave is to begin. Such notice shall include the tentative dates on which the leave shall begin and end.
- Within thirty (30) days of the beginning of the parental leave, the employee shall submit to the Personnel Officer the specific date they intend to begin the leave, and a notice of intention to return to work.

The Personnel Officer or their designee may designate the specific beginning and ending dates within the pay period requested by the employee to meet the needs of the employee and the City.

The employee on leave shall be returned to their original position. However, if that original position has been eliminated, applicable layoff and reemployment rules shall apply.

A parental leave is granted without pay for the duration of leave. Where an employee has accrued paid vacation, management leave, compensatory time, or sick leave, that paid leave may be substituted for all or part of any unpaid parental leave. The City may also require use of paid accrued leave during parental leave in accordance with City policy and Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL) regulations.

The employee may elect to continue medical and dental insurance coverage for up to one (1) year during this leave. Medical and dental insurance coverage during any portion of parental leave that does not run concurrently with FMLA, CFRA or PDL shall be at the employee's own expense.

The foregoing Parental Leave provision shall be subject to applicable federal and state law. Pregnancy Disability Leave, Family Medical Leave and California Family Rights Act Leave will run concurrently with Parental Leave as permitted by law.

In any case in which two employees of the City are entitled to parental leave for the same child, the aggregate number of workweeks of parental leave to which both may be entitled shall be limited to fifty-two (52) workweeks during any twelve (12) month period, except as required by law.

- J. Leave for Pregnancy Disability: In accordance with the California Fair Employment and Housing Act and City policy, employees are entitled to pregnancy disability leave.
- K. Bereavement Leave: Effective the first full pay period following City Council approval of this Summary, in the event of a death in the immediate family of an employee of the City, that employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for and/or attend the funeral not to exceed forty (40) regularly scheduled hours or five (5) regularly scheduled working days, whichever is higher.

For the purpose of this provision, the immediate family shall be restricted to parent, parent-in-law, step-parent, sibling, half-sibling, step-sibling, spouse, registered domestic partner, child, step-child, grandparent, grandchild. An employee may request bereavement leave to attend the funeral of a close relation not listed herein, subject to the approval of the City Manager or designee.

Bereavement leave may be taken intermittently, but must be completed within three (3) months after the death of the person for whom you are taking leave. Documentation may be required by the City.

In the event of the death of an active City employee, the City will excuse (without loss of pay) those employees who wish to attend the locally conducted funeral only to the extent it does not interfere with the operation of the City.

- L. Family and Medical Leave: In accordance with the California Family Rights Act of 1991 and the Family and Medical Leave Act of 1993 and City policy, qualifying regular part-time and full-time employees are entitled to leave.
- M. Court Appearance Leave: Leave for court appearance due to a summons to testify as a witness in a matter regarding an event or transaction which they perceived or investigated in the course of their City job duties shall be granted by the City for court appearance on behalf of the City with no loss of salary. An employee is not entitled to Court Appearance Leave for time an employee spends:
- Testifying on their own behalf;
 - In preparation for the trial, including answering the government's interrogatories, and observing the conduct of the trial, if an employee is a party in a suit against the city (i.e., plaintiff);
 - If summoned for a criminal or traffic violation in connection with their appearance in court as a defendant;

- If the employee brings or responds to a suit, or is summoned to provide testimony in a nonofficial capacity, in a proceeding to which the City is not party; or
- In court if appearing voluntarily.

N. Personal Business Leave: An employee shall be entitled to a maximum of two (2) days per year for Personal Business Leave for any reason without loss of pay. Such leave shall be deducted from accrued sick leave.

An employee must secure advance permission for all Personal Business Leave as defined above, and shall normally notify the department head two (2) days before taking this leave, unless any emergency exists which prohibits the employee from providing such advance notice.

IV. HEALTH AND WELFARE BENEFITS

A. Health and Cafeteria Plans

1. The City agrees to contract with the California Public Employee's Retirement System (CalPERS) for participation under the Public Employees Medical and Hospital Care Act (Government Code Section 22750, et, seq.), for the purpose of providing medical insurance benefits for employees. The City's maximum contribution for each eligible active employee for a Health Benefits Plan (as referenced in Government Code 22892) shall not exceed the CalPERS minimum contribution, adjusted annually by the CalPERS Board to reflect any change to the medical care component of the Consumer Price Index.
2. All costs incurred by the City to maintain the Group Health Benefits Plan in compliance with Government Code Section 22751, et. seq., and all costs incurred by the City to maintain the Cafeteria Plan in compliance with IRS Code Section 125, shall be paid from the aforementioned monthly dollar caps. Such costs include, but are not limited to, premiums, surcharges, and/or administrative fees. In the event there are any costs not charged to the City due to delays by CalPERS and/or other administrative agencies in calculating or reporting these costs, said costs shall be carried over and charged as administrative costs to the following plan year and deducted from the aforementioned monthly dollar caps accordingly.
3. Cafeteria Plan:
 - a. Available Benefits: The City shall establish in accordance with Section 125 of the IRS Code a Cafeteria Plan for the purpose of providing employees access to various health and welfare benefits. Benefits available through the Cafeteria Plan include, but are not limited to:
 - Group Health Plan Medical Premiums

- Flexible Spending Account for Dependent Care
 - Flexible Spending Account for Medical Expenses
- b. City Contribution: Effective January 1, 2012, for each active, full-time employee enrolled in a City-provided medical plan, the City will provide on a monthly basis, for the purpose of providing minimum essential coverage to employees and dependents, a Cafeteria Plan Allowance equal to ninety percent (90%) of the premium of the health plan and level of coverage selected by the employee, up to ninety percent (90%) of the CalPERS Bay Area Kaiser Family Premium per employee, minus any costs incurred by the City to maintain the Health Benefits Plans under Government Code Section 22750, et. seq. (see 19.1.2).
 - c. Cash-In-Lieu: Effective January 1, 2022, if an employee elects no City-offered health insurance coverage and provides attestation of alternate minimum essential coverage for the employee and all individuals in their tax family, two hundred and six dollars and forty six cents (\$206.46) per month will be paid in cash.
 - d. The amounts listed in this Section shall be prorated for each regular part-time employee working (20) or more hours per week.
 - e. Any funds remaining at the end of the fiscal year in each individual Cafeteria Plan account shall be returned to the general fund for use consistent with IRS Code Section 125.
4. Retiree Health: For employees who have ten (10) or more years of consecutive City service and retire under the City's retirement plan within one hundred twenty (120) days of separation from City employment, the maximum City contribution toward health plan coverage shall be:
 - a. Retiree Health Tier 1: For retirees hired by the City before October 1, 2018, the City's contribution shall be the amount of the premium for single party coverage in the plan selected by the retiree, not to exceed the amount of the CalPERS Bay Area Kaiser Premium for family-level coverage. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in premium amount.

For Retiree Health Tier 1 Retirees hired by the City before October 1, 2018 who reside in other higher priced regions, the City's contribution shall not exceed the amount of the premium for single party coverage in the plan

selected by the retiree, not to exceed the amount of the CalPERS Bay Area Kaiser Premium for family coverage based on the Bay Area Regional pricing schedule. The retiree will be required to pay the additional premium amount that is in excess of the Bay Area rates. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in the premium amount. When the retiree becomes eligible for Medicare, the City will not reimburse the retiree for Medicare Parts A and B.

- b. Retiree Health Tier 2: For retirees hired by the City on or after October 1, 2018, the City's contribution shall not exceed ninety percent (90%) of the CalPERS Bay Area Kaiser Premium for employee only coverage. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in the premium amount. For Retiree Health Tier 2 Retirees hired by the City on or after October 1, 2018, who reside in other higher priced regions, the City's contribution shall not exceed ninety percent (90%) of the CalPERS Bay Area Kaiser Premium for employee only coverage. The retiree will be required to pay the additional premium amount that is in excess of the Bay Area rates. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in the premium amount.
 - c. For Retiree Health Tier 2 Retirees who separate employment via a service retirement, this benefit shall continue until the retiree becomes eligible for Medicare. Once the retiree becomes eligible for Medicare, the City will pay the retiree a contribution that shall not exceed the employee only cost of the "Kaiser Permanente SR Advantage Plan." Should that plan be abolished, the City will pay retirees a contribution not to exceed the employee only cost of the next most comparable plan. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in premium amount. When the retiree becomes eligible for Medicare, the City will not reimburse the retiree for Medicare Parts A and B.
5. Dental Insurance: The City shall continue to provide to eligible employees and dependents dental insurance program through the term of this agreement to include coverages as follows: two thousand dollars (\$2,000) annual cap for basic coverage and two thousand five hundred \$2,500 lifetime cap for orthodonture effective October 1, 2001. The City will pay ninety percent (90%) of the dental insurance premium for eligible employees and dependents.

6. Vision Care: The City shall continue to contract with Vision Service Plan (VSP) or a comparable vision care provider to provide vision care benefits for employees and their dependents. The Vision Service Plan B provides for an exam every twelve (12) months, lenses every twelve (12) months if needed, and frames every two (2) years if needed. There is to be no deductible for employees, but a twenty dollar (\$20.00) per person deductible will apply to dependents each time benefits are available and will be paid by the employee. The City will pay ninety percent (90%) of the vision insurance premium for eligible employees and dependents.
7. Life Insurance: The City shall offer to eligible employees additional life insurance equal to one and one-half (1-1/2) times the employee's annual salary at a 60/40 premium contribution split between the City and the employee respectively.
8. Long Term Disability Insurance: The City will contract to provide Long Term Disability Insurance for employees. The City, for the term of this agreement, will pay the full cost of the basic rate (basic rate provides for up to a three thousand dollar (\$3,000) maximum monthly payout). A buy-up option will be included to offer the employee the opportunity to increase their coverage, at their own expense, up to an additional three thousand dollar (\$3,000) monthly payout. The total maximum monthly payout available will be six thousand dollars (\$6,000).
9. Priority Registration City Recreation Program:
The City will offer employees a discount and priority registration to enroll their children in qualifying child-based recreation programs offered by the City's Parks, Recreation and Community Services Department ("Recreation Department").
 - a. Definitions: For purposes of this policy, the following definitions apply:

"Child-based" means a recreation program offered by the City that is designed for school-age children.

"Children" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee or the employee's domestic partner, or a person to whom the employee stands in loco parentis who is under the age of 18 years old.

“City” means the City of Redwood City, and includes all of the City’s affiliated entities.

“City employee” means a full time or part time Redwood City employee, who is regularly assigned to work a minimum of twenty (20) hours in a seven (7) day work period for the City of Redwood City. This policy does not apply to contractors or temporary employees of the City.

“Eligible program” means a child-based recreation program offered by the City’s Recreation Department that runs for a minimum of three hours per day that the program is offered. Youth sports, grant-funded programs, and non-City operated programs specific to children attending a certain school are not eligible programs.

“High demand program” means a child-based recreation program that has high enrollment.

b. Registration:

Eligible City employees will be able to register at least twenty-four (24) hours in advance of members of the public for any eligible child-based recreation program. City employees may not sign up for more than twenty percent (20%) of available program spots through advance registration.

Each full-time City employee will be offered a twenty percent (20%) discount, up to \$500 per calendar year, regardless of the number of children the employee has, for enrollment in any eligible child-based recreation program. Each part-time City employee will be offered a ten percent (10%) discount, up to \$250 per calendar year.

City-offered, child-based recreation programs are subject to cancellation based on the Recreation Department’s policies and procedures.

The City will cap City employee advance registration at twenty percent (20%) of available spots in order to ensure accessibility to the public. City employees will be offered the priority spots on a first come, first serve basis during the registration period. After members of the public have had sufficient time to register for the program, as determined by the Recreation Department, employees will have another opportunity to register for open spots.

c. Program Cancellations: For eligible programs that are at risk of cancellation due to low enrollment as determined solely by the City Recreation Department, the City, at its discretion, may decide to not count the

employee discount toward the maximum annual cap in order to incentive enrollment and avoid cancellation.

- d. Liability: All policies and protocols that govern the City's Recreation Department's child-based programs will apply to each City employee and their child(ren) enrolled in an eligible Recreation Department program. See the Recreation Department's policies and activity guides for more information.

10. Pro-ration for Part-Time Employees: City contributions to benefits and leave accruals will be pro-rated for regular, part-time employees covered by this Summary.

V. RETIREMENT BENEFITS

A. Pension Plan

1. Tier 1: Effective July 10, 2006, the City shall provide the Local Miscellaneous Members Section 21354.5 two and seven-tenths percent (2.7%) at age fifty-five (55) retirement formula for employees hired before October 24, 2011. Final compensation is calculated based on the single highest year in accordance with Government Code Section 20042.
2. Tier 2: For employees hired on or after October 24, 2011, and do not meet the definition of "new member" as set forth in Government Code Section 7522.04(f), the City will provide the CalPERS two percent (2%) at age sixty (60) formula retirement plan in accordance with Government Code Section 21353, based on the average of three (3) years of employment, in accordance with Government Code Section 20037.
3. Tier 3: For employees hired on or after January 1, 2013 and who meet the definition of "new member" as set forth in Government Code Section 7522.04(f) the City will provide the CalPERS two percent (2%) at age sixty-two (62) formula retirement plan in accordance with Government Code Section 7522.20, based on the average of three (3) years of employment, in accordance with Government Code Section 7522.32.

B. Employee and Employer Contributions to the Retirement System

1. Tier 1: Employees enrolled in Tier 1 (2.7% at 55) will contribute the full member contribution of eight percent (8%) of pensionable compensation as the employee member contribution, plus an additional seven percent (7%) of pensionable compensation toward the City's pension contribution in accordance with California Government Code Section 20516, for a total of fifteen percent (15%) of pensionable compensation.

- Effective the first full pay period following City Council approval of this Summary, the additional pension cost share of seven percent (7%) for pension tier 1 will be reduced to five and one quarter percent (5.25%).
 - Effective the first full pay period following October 1, 2025, the additional pension cost share of five and one quarter percent (5.25%) for pension tier 1 will be reduced to four percent (4%).
 - Effective the first full pay period following October 1, 2026, the additional pension cost share of four percent (4%) for pension tier 1 will be reduced to two and three-quarters' percent (2.75%). At such time, employees in the Tier 1 pension plan will contribute 2.75% plus the full member contribution of eight percent (8%) of pensionable compensation as the employee member contribution to CalPERS.
2. Tier 2: Employees enrolled in Tier 2 (2% at 60) will contribute the full member contribution of seven percent (7%) of pensionable compensation as the employee member contribution, plus an additional seven percent (7%) of pensionable compensation toward the City's pension contribution in accordance with California Government Code Section 20516, for a total of fourteen percent (14%) of pensionable compensation.
- Effective the first full pay period following City Council approval of this Summary, the additional pension cost share of seven percent (7%) for pension tier 2 will be reduced to five and one quarter percent (5.25%).
 - Effective the first full pay period following October 1, 2025, the additional pension cost share of five and one quarter percent (5.25%) for pension tier 2 will be reduced to four percent (4%).
 - Effective the first full pay period following October 1, 2026, the additional pension cost share of four percent (4%) for pension tier 2 will be reduced to two and three-quarters' percent (2.75%). At such time, employees in the Tier 2 pension plan will contribute 2.75% plus the full member contribution of seven percent (7%) of pensionable compensation as the employee member contribution to CalPERS.
3. Tier 3: Employees enrolled in Tier 3 (2% at 62) shall pay the rate prescribed by the California Public Employees' Retirement System (CalPERS) for employee contributions to CalPERS in accordance with California Government Code Section 7522.30, plus an additional seven percent (7%) of pensionable compensation toward the City's pension contribution in accordance with California Government Code Section 20516. New members shall be subject to the provisions of the Public Employee Pension Reform Act (PEPRA), including provisions governing reportable compensation.

- Effective the first full pay period following City Council approval of this Summary, the additional pension cost share of seven percent (7%) for pension tier 3 will be reduced to five and one quarter percent (5.25%).
 - Effective the first full pay period following October 1, 2025, the additional pension cost share of five and one quarter percent (5.25%) for pension tier 3 will be reduced to four percent (4%).
 - Effective the first full pay period following October 1, 2026, the additional pension cost share of four percent (4%) for pension tier 3 will be reduced to two and three-quarters' percent (2.75%). At such time, employees in the Tier 3 (PEPRA) pension plan will contribute 2.75% plus the full member contribution of one-half (1/2) of the total normal cost for pension as the employee member contribution to CalPERS.
4. Employee cost sharing of employer contributions shall not be credited to the employee account at CalPERS and shall not be reimbursed to the contributor by the City at any time for any reason.
 5. The City shall pay the rate prescribed by the Public Employees' Retirement System for employer contributions to the Public Employees' Retirement System in accordance with the rules and regulations governing such employer contributions.
 6. All such employee contributions toward employer cost of retirement will be made on a pre-tax basis to the extent permitted under the Internal Revenue Service (IRS) regulations. Effective August 28, 2016, the City approved a resolution addressing Section 414(h)(2) of the Internal Revenue Code as permitted by law.
- C. Deferred Compensation: Effective October 1, 2002, the City shall contribute an amount equal to two percent (2%) of base monthly salary to a deferred compensation plan offered by the City. Employees on no-pay status will have this amount prorated based on total number of hours of in-pay status during the pay period.

VI. HOURS OF WORK

- A. The regular workweek for employees assigned to full-time status shall be forty (40) hours per week. The parties acknowledge that FLSA exempt employees may be required to perform hours of work outside of their regular work schedule.

- B. Work Period: The regular seven-day work period shall begin Monday morning at 12:01 a.m. and end Sunday night at 11:59 p.m. Regular full time employees will usually be assigned to work five (5) consecutive days served in units of eight (8) hours per day during the seven-day work period. For employees on alternate work schedules, the regular work period shall consist of beginning and end times determined in accordance with the employee's regular schedule.

For employees assigned to work a 9/80 work schedule (with a regular day off every other week), each employee's designated seven-day work period shall begin exactly four (4) hours after the start of their eight (8) hour shift on the day of the week that corresponds to the employee's alternating regular day off.

- C. Overtime and CTO for Non-Exempt Employees: For Fair Labor Standards Act (FLSA) Non-Exempt employees, overtime is to be paid after forty (40) hours in paid status in one (1) work week, and for work performed in excess of eight (8) consecutive hours in one (1) day (exclusive of lunch period), except an employee who is assigned to a shift consisting of more than eight (8) consecutive hours in one (1) workday (exclusive of lunch period) shall be entitled to overtime after forty (40) hours in paid status in one (1) work week. All overtime must be authorized by the department head in advance and documented on time cards.

With the approval of the Department Head, non-exempt classifications can accumulate up to a maximum of eighty (80) hours of compensatory time off, which may be used at times chosen by the employee and approved by the Department Head. Accrued compensatory time not used by December 31st shall be paid out at the straight time rate. Payment will be made no later than the first pay period in February of the following year.

- D. Management Leave for FLSA Exempt Employees. FLSA exempt employees may be required to perform hours of work outside of their regular work schedule. In recognition of that additional work, employees may be eligible to earn management leave up to the limits stated below. Employees in such classifications shall receive one (1) hour of management leave for each hour of contractual overtime worked, up to a maximum of one hundred sixty (160) hours per calendar year.

Effective January 1, 2025 January 1, 2026, and January 1, 2027, employees in the following classifications shall be credited with forty (40) hours of frontloaded management leave:

Business Manager (PD)

Management Analyst II (Confidential)
Principal Analyst – Administrative Services
Principal Analyst – Workers Compensation
Senior Human Resources Analyst

Employees may use these credited management hours immediately upon receipt. Employees who receive frontloaded management leave must work forty (40) hours of contractual overtime in the calendar year before they can earn additional management leave. However, if an employee who receives forty (40) hours of frontloaded leave does not work forty hours of management leave during a year, there will be no obligation to pay back the frontloaded hours.

Employees who receive frontloaded management leave may accrue an additional one hundred twenty (120) hours at a rate of one (1) hour of management leave for each hour of contractual overtime worked, above the forty (40) hours frontloaded, up to one hundred sixty (160) hours in a calendar year.

Management leave not used by December 31st shall be paid off at the straight time rate. Payment will be made no later than the first pay period in February.

VII. ALLOWANCES AND REIMBURSEMENTS

- A. Mileage Payment: The City shall reimburse employees for those miles employees are required to drive their personal vehicles in the performance of assigned job duties as follows:
1. For travel to and from destination of less than three hundred (300) miles, actual costs to and from destination not to exceed a maximum of the current prescribed IRS mileage reimbursement rate for miles traveled both within and outside the city by privately owned conveyance.
 2. For travel to and from destination in excess of three hundred (300) miles said maximum shall not exceed actual coach airfare when such fare is less than the amount computed at the aforesaid rates. For the purposes of this subsection, the actual cost of fuel, maintenance, repairs, insurance and depreciation, shall be deemed equal to the maximum allowance provided for in this subsection.
- B. Auto Allowance: Effective the first full pay period following City Council approval of this Summary, any City employee who is required to keep available a privately-owned vehicle for use in traveling on City business during their working days as a condition of employment shall be allowed, as determined by the Department Head, an auto allowance amount not to exceed three hundred dollars (\$300.00) per month. Any employee who is receiving an auto allowance shall not be entitled to utilize the City Pool vehicles.

- C. Other Expenses: Upon prior approval of the Department Head, the City will reimburse employees for expenses incurred in performance of their assigned job duties when such other expenses are other than, or in addition to, expenses based upon mileage transportation costs.

- D. Educational Expense Reimbursement: Employees shall be eligible for reimbursement of costs of tuition, registration fees, books, calculators, and other related items and supplies that are incurred in connection with enrollment in and successful completion of an education development program or course of instruction related to the employee's position with the City or a higher position with the City, including professional development workshops or seminars, and post-secondary courses offered at an accredited college or university.

An employee shall be eligible to receive reimbursement not to exceed two thousand dollars (\$2,000) per fiscal year, for reimbursement of tuition for courses taken as part of an accredited college or university degree program. Such courses must be approved in advance of enrollment by the Personnel Officer and the employee's department head, and the employee successfully completes such course submitted for reimbursement with a grade of "C" or better, or a passing grade in a pass/fail course, or with receipt of a certificate of completion or letter certifying the awarding of C.E.U. units.

Up to fifty percent (50%) of the total allowance (\$1,000) may be used for job-related professional development workshops or seminars, or educational courses not taken as part of a degree program.

Up to five hundred dollars (\$500) of the two thousand dollar (\$2,000) per fiscal year Educational Expense Reimbursement may be used towards reimbursement for purchase of computer hardware and mobile devices.

Effective the first full pay period following City Council approval of this Summary, up to seven hundred fifty dollars (\$750) of the two thousand dollar (\$2,000) per fiscal year Educational Expense Reimbursement may be used towards reimbursement for purchase of computer hardware and mobile devices, or for personal well-being activities such as fitness and gym membership fees with Department Head and City Manager approval.

To qualify for reimbursement under this Section, computer hardware and mobile devices must be directly job-related, must be used for City business, and must be authorized by the Department Head.

Approval of the Personnel Officer is required for remote access to City equipment, resources, or email for overtime-eligible employees, and all overtime worked on computer or mobile devices must be authorized by the department head and documented on time cards. Monthly service charges for Internet and mobile communication connections are not reimbursable under this Section. Taxability of this benefit allowance is governed by the provisions of the Internal Revenue Code and State and local regulations. Upon separation of employment, the employee retains ownership of any devices purchased with Educational Expense Reimbursement funds.

The Personnel Officer may establish standards and criteria and enact such rules, regulations, procedures and policies as are necessary or appropriate to implement the provisions of this Section.

Technology reimbursement receipts and requests must be received by May 31st of each year.

- E. Licenses and Certificates: Employees who are required by State or Federal agencies, or by job description, to be licensed or certificated shall be reimbursed for the fees for such license or certificate, including other DMV licenses above Class "C" required by the Department of Motor Vehicles.

VIII. PROBATIONARY PERIOD

The probationary period is an integral part of the examination process and is utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to their position, and for rejecting any probationary employee whose performance does not meet required work standards. Probationary employees shall be informed of required work standards, and receive regular and timely feedback as it relates to such work standards.

All original and promotional appointments shall be subject to a one (1) year probationary period. A probationary period shall be automatically lengthened by an amount of time corresponding to an employee's leave of absence or modified duty of thirty (30) or more consecutive calendar days during the probationary period.

At the end of the probationary period, if the department head desires to make a regular appointment of the probationary employee, they shall file with the Personnel Officer a written statement to the effect that the employee's services are satisfactory. If the employee's services are not satisfactory, the department head shall file a written statement rejecting the probationer.

During the probationary period an employee may be rejected by the department head and terminated by the appointing authority without the right of appeal of any kind. Any employee rejected during the probationary period following promotion shall be reinstated to the position from which they were promoted, unless disciplinary charges are filed and they are duly discharged.

IX. OUTSIDE EMPLOYMENT

An employee shall not engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to their duties as an employee of the City, or with the duties, functions, or responsibilities of the City.

In order to avoid perceived or actual conflicts of interest that may arise from outside employment, all employees shall obtain written approval from the City Manager prior to undertaking any outside employment. Requests for approval of such outside employment shall be submitted to the City Manager in writing no less than ten (10) days prior to the anticipated commencement date of the outside employment.

Any outside employment, activity, or enterprise shall be prohibited if it involves any of the following:

- The use for private gain or advantage of City time, facilities, equipment or supplies;
- The use of the uniform, prestige or influence of the employee's City office or employment;
- Receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee would be required or expected to render in the regular course of hours of their City employment or as a part of their duties as a City employee;
- The performance of an act in other than their capacity as a City employee, which act may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of the City or any of its officers or employees;
- Such time demands as would render performance of their duties as a City employee less efficient.

Any employee who is determined to have engaged in an activity prohibited by or in violation of this Section shall be subject to disciplinary action including, without limitation, suspension or termination.

X. DISCIPLINE

A. Reasons for Discipline: The City may discharge, suspend, demote, and/or reduce the pay of any employee who has completed the probationary period for cause, including but not limited to the following, any violation of the City's Personnel Rules and Regulations or Administrative Policies, or any other cause deemed proper by the City Manager:

- Dishonesty;
- Insubordination;
- Intoxication or being under the influence of a controlled substance while on duty;
- Incompetence or inefficiency;
- Willful negligence or willful damage to public property or waste of public supplies or equipment;
- Failure to perform work as required or failure to comply with or violation of the City's reasonable rules regarding safety, conduct and operations;
- Unauthorized absence;
- The commitment or conviction of any criminal act;
- Conduct unbecoming a management employee in the public service;
- Disorderly or immoral conduct;
- Incapacity due to mental or physical disability;
- Neglect of duty.

B. Pre-Disciplinary Procedures

1. Pre-Disciplinary Procedure For Suspension, Demotion, Reduction In Pay, Or Discharge

This pre-disciplinary procedure applies to for-cause employees who are subjected to disciplinary suspension, demotion, reduction in pay, or discharge. Probationary employees are "at will" and have no rights to any of the pre or post disciplinary policies and procedures in this policy. If the reason for the release of a probationary employee is for misconduct that stigmatizes their reputation such that it is more difficult to obtain future employment, and the reason has been provided to the employee or made public, the employee may be entitled to a "name clearing" meeting with the appointing authority before the date of release.

2. Notice of Intent to Discipline: The employee will be provided a written notice of intent to discipline which contains the following:

- The level of discipline intended to be imposed;
- The specific charges upon which the intended discipline is based;
- A summary of the facts upon which the charges are based;
- A copy of all written materials, reports, or documents upon which the intended discipline is based;
- Notice of the employee's right to respond to the Department Head regarding the charges within five (5) calendar days from the date of the Notice, either by

requesting an informal conference (the “Skelly Conference”), or by providing a written response, or both;

- Notice of the employee’s right to have a representative of their choice at the Skelly Conference, should they choose to respond orally; and
- Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

3. Employee’s Response and the Skelly Conference

If the employee requests a Skelly Conference to respond orally to the charge(s), the conference will be scheduled within a reasonable time after the date of the Notice. The Skelly Conference will be an informal meeting with the Department Head, at which the employee has an opportunity to rebut the charges against them and present any mitigating circumstances. The Department Head will consider the employee’s presentation before any final disciplinary action.

The employee’s failure to make an oral response at the arranged conference time, or the employee’s failure to cause their written response to be delivered by the date and time specified in the notice, constitutes a waiver of the employee’s right to respond prior to the imposition of the discipline. In that case, the proposed disciplinary action will be imposed on the date specified.

4. Final Notice of Discipline

After receipt of the employee’s timely written response or after the Skelly Conference, the Department Head will; a) dismiss the notice of intent and take no disciplinary action against the employee, b) modify the intended disciplinary action, or c) impose the intended disciplinary action. In any event, the Department Head shall prepare and provide the employee with a notice that contains the following:

- The level of discipline, if any, to be imposed and the effective date of the discipline.
- The specific charges upon which the discipline is based;
- A summary of the facts upon which the charges are based;
- A copy of all written materials, reports, or documents upon which the discipline is based; and
- A statement of the nature of the employee’s right to appeal.

C. Post-Disciplinary Appeal: In the event an employee feels that the discharge, suspension, demotion or pay reduction is unjust, the employee shall have the right to appeal the discipline in an evidentiary hearing before the City Manager.

D. Probationary employees may be discharged for any reason which, in the sole opinion of the City, is just and sufficient, and such discharge shall not be subject to appeal. If an

employee fails to satisfactorily complete the probationary period in a promotional position, the employee may return to the position held prior to the promotion at the range and step held prior to promotion, if there is a vacancy in the prior position, unless they are terminated for cause.