

RESOLUTION NO. 11359

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE RELATING TO THE CLASSIFICATION, COMPENSATION, AND TERMS OF EMPLOYMENT FOR PART-TIME AND SEASONAL EMPLOYEES OF THE CITY OF ORANGE EFFECTIVE JULY 1, 2021 THROUGH AND INCLUDING JUNE 30, 2022 AND REPEALING RESOLUTION NO. 11280 AND AMENDMENTS THERETO.

WHEREAS, the City Council of the City of Orange wishes to set forth the wages, hours and conditions of employment for July 1, 2021 through June 30, 2022 for the employees described herein, and

WHEREAS, the City Council has consulted with the City Manager and Human Resources Director concerning the proposed employment terms contained herein;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Orange hereby adopts the wages, hours and conditions of employment for the period of July 1, 2021 through June 30, 2022 for Part-Time and Seasonal Employees contained in Appendix A, as fully set forth herein.

ADOPTED this 9th day of November 2021.

Mark A. Murphy, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the 9th day of November 2021 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Pamela Coleman, City Clerk, City of Orange



Exhibit A

**PART-TIME AND SEASONAL EMPLOYEE
RESOLUTION**

JULY 1, 2021 THROUGH JUNE 30, 2022

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SECTION 1. BASIC COMPENSATION PLAN AND DEFINITIONS. A basic compensation plan is established for Part-Time and Seasonal Employees of the City of Orange who are now employed or will in the future be employed in any of the classifications of employment listed in this Resolution and its Appendix. Nothing contained herein shall guarantee to any employee a specified number of hours per day or days per week or weeks per month or months per year of work.

- A. Whenever the term “part-time” is used in this Resolution, it shall be understood to include an employee regularly scheduled to work less than the full-time equivalent of forty (40) hours in a week or less than 2,080 hours in a fiscal year.
- B. Whenever the term “seasonal” is used in this Resolution, it shall be understood to include an employee who is appointed to a limited duration position which may offer recurring periodic employment, such as every summer, but that does not exceed 1,000 hours in a fiscal year.
- C. Whenever the term “temporary” is used in this Resolution, it shall be understood to include an employee who is appointed to a position for a limited duration not to exceed 1,000 hours in a fiscal year.
- D. Whenever the term “probationary employee” is used in this Resolution, it shall be understood to be an employee regularly scheduled to work at least twenty (20) hours per week, but less than forty (40) hours per week on a year-round basis initially appointed or promoted to a classification serving a probationary period during which time the employee shall have an opportunity to demonstrate suitability for the job.
- E. Whenever the term “regular employee” is used in this Resolution, it shall be understood to be an employee regularly scheduled to work at least twenty (20) hours per week, but less than forty (40) hours per week on a year-round basis who has successfully completed a probationary period.
- F. Whenever the term “at-will” is used in this Resolution, it shall be understood to include all part-time employees scheduled to work nineteen (19) hours or less per week, probationary employees, and all seasonal employees. The City reserves the right to terminate the employment relationship at any time, with or without cause, for at-will employees.
- G. When the term “benefited” is used in this Resolution, it shall be understood to include only the part-time employees regularly scheduled to work an average of twenty (20) hours per week, but less than forty (40) per work week on a year-round basis. Benefited employees shall be entitled to receive the fringe benefits acknowledged in this Resolution.
- H. When the term “non-benefited” is used in this Resolution, it shall be understood to include the part-time, seasonal and/or temporary employees working less than 1,000 hours in a fiscal year. Non-Benefited employees shall not be entitled to receive any fringe benefits provided for in this Resolution or in any resolution of the City, unless otherwise provided by Federal and/or State law.
- I. As an exception to the statements and definitions used in this Section and this Resolution, Police Academy Trainee is a temporary, full-time classification eligible for the fringe benefits provided by this Resolution for benefited employees.

SECTION 2. SALARY AND WAGE SCHEDULES. Salaries effective December 6, 2020 for employees covered by this Resolution are listed in Appendix A.

SECTION 3. BEGINNING RATES. A new employee of the City shall be paid the rate shown in Step A in the range assigned to the classification for which the employee has been hired, except that on request of the Department Head under whom the employee will serve, and with the authorization of the Human Resources Director, such employee may be placed at any step depending the employee's qualifications.

SECTION 4. SERVICE. The word "service" as used in this Resolution shall be defined to mean continuous, service in an employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements.

A lapse of service by any employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge shall serve to eliminate the accumulated length of service time of such employee for the purpose of this Resolution. An employee re-entering the service of the City shall be considered as a new employee, except that the employee may be re-employed within one (1) year and placed in the same salary step in the appropriate compensation range as the employee was at the time of the termination of employment. For seasonal employees, service shall be consecutive seasonal employment with the City.

SECTION 5. PERFORMANCE EVALUATIONS. The City shall maintain an employee performance rating system designed to give a fair evaluation of the quantity and quality of work performed by an employee.

- A. Performance evaluation reports shall be prepared and recorded in the employee's personnel file for all probationary part-time, regular part-time, and seasonal employees as follows:
 - 1) For probationary part-time employees, at or near the completion of 1,040 hours and upon the completion of the probationary period at 2,080 hours.
 - 2) For regular part-time employees, at or near the completion of every 2,080 hours after the successful completion of the probationary period.
 - 3) For seasonal employees, at the end of the season and upon the completion of 2,080 hours.
- B. Prior to the performance evaluation report becoming part of the employee's personnel file, the supervisor and the employee must review the evaluation.
- C. When a performance evaluation is recorded in the employee's personnel file a copy of the evaluation shall be given to the employee.

SECTION 6. ADVANCEMENT WITHIN SALARY RANGES. The following regulations shall govern salary advancements within ranges for employees in Appendix A:

- A. **Merit Advancement.** An employee shall be considered for advancement through the salary range based on continuous, meritorious, and efficient service, continued improvement by the employee in the effective performance of the duties of the position, and the completion of 2,080 hours of service in the classification. A merit increase shall become effective on the first (1st) day of the next pay period following the completion of the length of service required for such advancement, and shall require the following:
 - 1) The Department Head in the department which the employee is employed shall file with the Human Resources Director a Personnel Action Form and a completed Performance

Evaluation Form recommending the granting or denial of the merit increase and supporting such recommendation with specific reasons therefore. If denied by the Human Resources Director, the reason(s) for denial will be provided to the Department Head.

- B. Special Merit Advancement. When an employee demonstrates exceptional ability and proficiency in the performance of duties, the Department Head may recommend to the Human Resources Director that said employee be advanced to a higher pay step without regard to the minimum length of service provisions contained in this Resolution. The Human Resources Director may, on the basis of a Department Head's recommendation, approve and effect such an advancement.
- C. Length of Service Required When Advancement is Denied. When an employee is not approved for advancement to the next higher salary step, the employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the same action as provided in Subsection 6A.

SECTION 7. REDUCTION IN SALARY STEPS. Any employee who is paid on a salary step higher than Step A may be reduced by one (1) or more steps upon the recommendation of the Department Head with the approval of the Human Resources Director. Procedure for such reduction shall follow the same procedure as outlined for merit advancement in Section 6, and such employee may be considered for re-advancement under the same provisions as contained in Section 6.

SECTION 8. PROBATION. An employee scheduled in the duly adopted budget to work at least twenty (20) hours per week on a year-round basis initially appointed or promoted to a classification shall serve a probationary period during which time the employee shall have an opportunity to demonstrate suitability for the job. Employees regularly scheduled twenty (20) hours or more per week shall serve a probationary period of twenty-six (26) consecutive pay periods. Under certain conditions, with approval of the Human Resources Director, the Department Head may extend the probationary period. The employee shall attain regular status in the classification upon successful completion of the probationary period.

Employees serving an initial probationary period are not eligible to compete for a closed/promotional recruitment process.

SECTION 9. PROMOTION. When an employee is promoted to a position in a higher classification, the employee may be assigned to the step in the new salary range which provides for at least a five percent (5%) increase. With the approval of the Department Head and Human Resources Director, the employee may be placed in the step in the new salary range as will grant the employee an increase of at least one (1), but not more than three (3) salary steps, at the discretion of the Department Head and the Human Resources Director.

SECTION 10. DEMOTION. When an employee is demoted to a position in a lower classification, the salary rate shall be fixed in the appropriate salary range for the lower classification in accordance with the following provisions:

- A. The salary rate shall be reduced by at least one (1) step; and
- B. The new salary rate must be within the salary range for the classification to which demoted.

SECTION 11. REASSIGNMENT OF COMPENSATION RANGES. Any employee who is employed in a classification which is allocated to a different pay range shall retain the same salary step in the new range as previously held in the prior range, and shall retain credit for length of service acquired in the previously held step toward advancement to the next higher step in the new salary range; provided, however:

- A. That if such retention shall result in the advancement of more than one (1) step, the Human Resources Director may, at the time of reassignment, place the employee in a step which will result in an increase of only one (1) step.
- B. That if the reassignment is to a lower compensation range, the B or C Step of which shall be lower than the existing rate of pay at the time of reassignment, the employee shall continue to be paid at the existing rate of pay until such time as the new classification shall be reassigned to a compensation schedule which will allow for further salary advancement, or until such time as the employee is promoted to a position assigned to a higher compensation range.
- C. That if the reassignment is to a lower compensation range, the B or C Step of which is higher than the existing rate of pay of the employee, the employee shall be placed on that step of the lower compensation range which is equivalent to the employee's existing rate of pay. If there is no equivalent rate of pay, the employee shall be placed on the next highest step. The employee shall retain credit for length of service previously acquired in such step toward advancement to the next higher step.

SECTION 12. WORKING OUT OF CLASS. The City may work employees out of classification for up to fourteen (14) consecutive working days without additional compensation. An employee shall receive acting time pay at A Step of the higher class, or five percent (5%) above the employee's regular salary, whichever is greater, for work performed in the higher classification on the 15th consecutive day out of class, and for each consecutive day thereafter an employee works out of class. The Department Head or a duly authorized designee shall assign the employee to work out of classification but shall notify the Human Resources Director prior to the assignment.

During the fourteen (14) consecutive working day eligibility period before an employee is entitled to receive acting time pay, absence for compensatory time and/or vacation shall break consecutiveness and cause the fourteen (14) consecutive working day eligibility period to start over. Absences for regularly scheduled holidays, regular days off, jury duty, and/or verifiable sick leave shall not constitute a break in consecutiveness or acting pay eligibility.

- A. Temporary Upgrade Pay. When an employee is working out of classification due to an incumbent's approved leave of absence, said employee shall receive Temporary Upgrade Pay. Temporary Upgrade Pay, as defined by California Code of Regulations 571(a)(3), is "compensation to employees who are required by their employer or governing board or body to work in an upgraded position/classification of limited duration."

The above form of compensation shall be reported to CalPERS as special compensation and therefore compensation earnable. However, Temporary Upgrade Pay will not be reported to CalPERS as pensionable compensation for "New Members" hired on or after January 1, 2013, as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA).

- B. Out-of-Class Appointment. Out-of-class appointments shall only be made for positions vacated due to voluntary resignation, promotion, demotion or termination. Government Code Section 20480 of the Public Employees' Retirement Law (PERL) defines an "out-of-class appointment" to mean an appointment to an upgraded position or higher classification by an employer or governing board or body in a vacant position for a limited duration. For purposes of this Section, a "vacant position" refers to a position that is vacant during recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee's leave of absence.

SECTION 13. OVERTIME/COMPENSATORY TIME.

- A. COMPENSATORY TIME. A benefited employee covered by this Resolution shall be entitled to compensatory time for all hours worked in excess of forty (40) hours within the employee's Fair Labor Standards Act (FLSA) work period. Compensatory time shall be accumulated at the rate of one-quarter (1/4) hour of compensatory time for each one-quarter (1/4) hour of overtime worked.
- B. PREMIUM (TIME AND ONE-HALF) OVERTIME. Only time actually worked (i.e., not holiday, vacation, sick leave, or compensatory time) over forty (40) hours in an FLSA work period shall be paid at the premium rate (time and one-half) either in the form of pay or compensatory time. FLSA exempt seasonal employees are not entitled to receive premium overtime compensation.
- C. COMPENSATORY TIME ACCUMULATION. Compensatory time shall be accumulated to the nearest one-quarter (1/4) hour increment. Where a benefited employee works less than one-quarter (1/4) hour per day of overtime, the employee shall not receive compensatory time, and such time shall not count toward the computation of overtime.
- D. ELIGIBILITY. In order to be entitled to compensatory time, such compensatory time must be authorized by the Department Head or a duly authorized designee.
- E. MAXIMUM COMPENSATORY TIME ACCRUAL. A benefited employee shall not be entitled to accumulate compensatory time in excess of eighty (80) hours during any calendar year. Any accumulated compensatory time accrued in excess of eighty (80) hours per calendar year shall be automatically paid on the first (1st) pay period of the new calendar year.
- F. USE OF COMPENSATORY TIME.
- 1) Payment of Compensatory Time. Compensatory time shall be paid at the regular rate of pay or equal time off, when authorized by the Department Head or a duly authorized designee.
 - 2) Payment Upon Termination. Employees shall be entitled to receive payment for all accumulated compensatory time upon their termination or upon promotion into another bargaining unit.

SECTION 14. CALL BACK COMPENSATION. If benefited employees are required to report back to work after completing a normal work shift and have left the City premises and/or work location, they shall be compensated in cash or as compensatory time off at the straight time rate for the actual hours of work with a minimum of two (2) hours call back compensation, regardless of whether the employee works

less than two (2) hours. This provision shall be applicable to employees although the employee's regular work week is not completed, but shall not apply to employees who are continuing on duty.

SECTION 15. HOLIDAYS. Benefited employees covered by this Resolution shall receive paid holidays, based upon proration of their employment status if less than a full-time employee.

- 1) January 1st (New Year's Day)
- 2) Third Monday in February (Presidents' Day)
- 3) Last Monday in May (Memorial Day)
- 4) July 4th (Independence Day)
- 5) First Monday in September (Labor Day)
- 6) November 11th (Veterans' Day)
- 7) Fourth Thursday in November (Thanksgiving Day)
- 8) Fourth Friday in November (Day after Thanksgiving)
- 9) One-half day (4.5 hours) before Christmas if December 24th falls on a Monday through Thursday (Christmas Eve)
- 10) December 25th (Christmas Day)

- A. **HOLIDAYS ON CERTAIN DAYS OF THE WEEK.** In the event any of the above holidays, except one-half (½) day before Christmas, fall on a Sunday, the following day will be taken in lieu of the actual date on which the holiday falls. When any of the above holidays fall on a Saturday, except one-half (½) day before Christmas, the preceding day will be taken in lieu of the actual date on which the holiday falls. When any of the above holidays fall on an employee's regularly scheduled day off, except one-half (½) day before Christmas, forty (40) hour benefited employees will be credited with nine (9) hours of holiday compensatory time. Benefited employees will receive holiday pay for the holidays in this Section based upon the employee's full-time equivalency from the current Personnel Action Form. Accumulated holiday compensatory time must be used by the employee by June 30th of the same fiscal year in which it was accumulated or be forfeited. In addition, employees shall be entitled to receive payment for all accumulated holiday compensatory time upon their termination or upon promotion into another bargaining unit.
- B. **ELIGIBILITY TO RECEIVE HOLIDAY PAY.** In order to be eligible to receive holiday pay, a benefited employee must have worked, or be deemed to have worked because of an approved absence (e.g., sick leave, vacation, or compensatory time), the benefited employee's regularly scheduled day before and regularly scheduled day after the holiday. Probationary benefited employees are provided with and are eligible to use floating holiday hours, according to the guidelines established in this Section, and/or with approval of the Human Resources Director.
- C. **HOLIDAY DURING VACATION.** Should any of the holidays listed above fall during an employee's vacation period, or while an employee is on an excused absence with pay, the employee shall receive holiday pay and no charge shall be made against the employee's accumulated vacation.
- D. **FLOATING HOLIDAY.** Notwithstanding the above, floating holiday hours shall be taken at the convenience of the City with approval of the Department Head or a duly authorized designee. For purposes of this benefit, employees will have credited nine (9) hours of floating holiday as of January 1st. Benefited employees will receive floating holiday hours in this Section based upon the employee's full-time equivalency from the current Personnel Action Form. This floating holiday shall be taken as time off from work no later than December 31st of the same year. The

floating holiday is not accumulative and shall be forfeited should it not be taken during the year it was earned. Benefitted employees under this Section who are promoted to another bargaining unit or who terminate their employment with the City prior to using the floating holiday shall receive cash reimbursement for said holiday.

- E. COMPENSATION FOR HOURS WORKED ON OBSERVED CITY HOLIDAYS. All benefitted employees required to work on a holiday listed above, with the approval of their supervisor, shall receive holiday pay plus straight time pay for hours worked on the holiday, or time off equal to the number of hours the employee actually worked on the holiday. Benefitted employees who work in excess of their regular number of hours on a holiday listed above, shall receive double time pay for all such hours actually worked. Employees shall receive no other compensation whatsoever for working on a holiday.

SECTION 16. VACATION.

- A. VACATION ACCRUAL. Benefitted employees who have one (1) year's continuous service, shall receive the following vacation hours per year, based upon proration of their employment status if less than a full-time employee.

Years of Service	Vacation Hours Per Year
1 thru 4	80
5 thru 10	120
11	128
12	136
13	144
14	152
15 thru 24	160
25 or more	200

- B. VACATION USAGE AND ACCUMULATION. Vacation shall be taken at the convenience of the City with the approval of the Department Head or a duly authorized designee. Where possible, such vacation should be taken annually and not accumulated from year to year. Vacation hours not in excess of the equivalent number of hours earned in the immediately preceding twenty-four (24) month period may be accumulated with the permission of the Department Head and the Human Resources Director. Employees shall not accumulate vacation in excess of the equivalent number of hours earned in the immediately preceding twenty-four (24) month period. All vacation hours in excess of the equivalent number of hours earned in the immediately preceding twenty-four (24) month period not taken by the employee shall be forfeited. Probationary benefitted employees accrue vacation, but may not use vacation until successful completion of an initial probation period, except in the event of a City Hall holiday closure, with approval of the Human Resources Director.
- C. VACATION CONVERSION. An employee may convert up to fifty percent (50%) of their current annual vacation accrual into pay in lieu of time off with pay. An employee requesting such a conversion must meet the eligibility requirements as set forth in Subsection 16B and may so convert once during each fiscal year.

A benefitted employee may convert up to fifty percent (50%) of current annual vacation accrual into cash in lieu of time off with pay. A benefitted employee requesting such a conversion must

meet the eligibility requirements as set forth in this Section, and may so convert twice in a fiscal year, however the total amount converted per fiscal year shall not exceed fifty percent (50%) of the employee's annual accrual. Employees serving their initial probationary period shall not be eligible for vacation conversion.

- D. VACATION PAY-OUT UPON TERMINATION. Eligible employees who terminate their employment with the City shall be paid for all accrued vacation, if any, and the prorated portion of their final accrual. Prorated vacation shall be on the basis of one-twelfth (1/12) of the employee's annual vacation pay for each full month of service.

SECTION 17. ELIGIBILITY FOR FRINGE BENEFITS.

- A. ENTITLEMENT TO FRINGE BENEFITS UPON PRORATION OF HOURS. Benefited employees shall receive fringe benefits based upon the employee's full-time equivalency from the current Personnel Action Form. This formula of proration shall apply to holiday pay, vacation, sick leave, medical insurance contribution, disability insurance contribution, and retirement contribution.
- B. NON-BENEFITED EMPLOYEES. Non-benefited employees shall not be entitled to receive any fringe benefits provided for in this Resolution or in any resolution of the City, unless otherwise provided by Federal and/or State law.

SECTION 18. LEAVES OF ABSENCE.

- A. LEAVE OF ABSENCE WITHOUT PAY. For all regular employees as described herein, the following Leave Without Pay procedure shall apply:
- 1) After all available leave benefits, including vacation, compensatory time, sick leave, and other leave benefits have been completely used, a regular employee, not under suspension, may make written application to the Department Head for leave without pay. No such leave will be considered absent a written application from the employee requesting leave.
 - 2) If the Department Head and the Human Resources Director agree that such leave is merited and in the interest of the City, leave may be granted for a period not to exceed six (6) months following the date of expiration of all other allowable leave benefits.
 - 3) No employment or fringe benefits such as sick leave, vacation, health insurance, retirement, or any other benefits shall accrue to any employee on leave of absence without pay except as denoted under the Family and Medical Leave Act (FMLA) Section below. During such leave in excess of five (5) working days, no seniority shall be accumulated.
 - 4) Subject to and consistent with the conditions of the group health, life or disability plan, coverage may be continued during a leave, provided direct payment of the total premium by the employee is made through and as prescribed by the Payroll Division of the City. The City will pay up to six (6) months of the Flexible Benefit Plan contribution for employees who are on long term disability leave.

- 5) At the end of such leave, if the employee desires additional leave, written application must be made through the Department Head to the Human Resources Director at least ten (10) days before the end of the six (6) month period, stating the reasons why the additional leave is required and why it would be in the best interests of the City to grant such leave of absence. If such additional leave is merited and would still preserve the best interests of the City, the Human Resources Director may approve such extension of the leave of absence for a period up to but not to exceed an additional six (6) months.
- 6) If the employee does not return to work prior to or at the end of such leave of absence or extension of leave of absence, the City shall consider that the employee has terminated employment with the City.
- 7) An employee on leave must give the City at least seven (7) days' written notice of intent to return to work prior to returning to work.
- 8) Any employee who engages in outside employment during said leave of absence without prior notification and approval of the Human Resources Director and Department Head may be subject to termination.
- 9) Any employee who falsifies the reason for the request for said leave of absence may be terminated for falsifying a request for leave of absence or extension thereof.
- 10) Such leave shall be granted on the same basis for pregnancy, childbirth, and other medically related conditions, except that such an employee shall retain his seniority rights.
- 11) Forms setting forth the benefits available and other pertinent information shall be maintained for distribution in the Human Resources Department.

B. MILITARY LEAVE OF ABSENCE. If a benefited employee is deployed or required to attend military training, the employee shall be entitled to military leave of absence under the provisions of State law found in applicable sections of the California Military and Veterans' Code. Employees must provide a copy of their military orders to the Human Resources Department to qualify for military leave of absence. Any exceptions to this provision shall be considered on a case-by-case basis, with final approval of the Human Resources Director.

C. SICK LEAVE. Sick leave with pay shall be allowed, credited, and accumulated in accordance with the following:

- 1) For employees working a regular forty (40) hour week, eight (8) hours of sick leave will accrue for each month of continuous service. Sick leave for benefited part-time employees will be prorated under this Section based upon the employee's full-time equivalency from the current Personnel Action Form. Probationary employees may use accrued sick leave during their probation period.
- 2) All non-benefited employees shall receive sick leave as required by State law.
- 3) Sick leave will be charged at the rate of one-quarter ($\frac{1}{4}$) hour for each one-quarter ($\frac{1}{4}$) hour an employee is absent.

- 4) Any employee eligible for sick leave with pay may use such leave for the following reasons:
 - i. Medical and dental office appointments during work hours when authorized by the Department Head or a duly authorized designee; and/or
 - ii. Personal illness or physical incapacity resulting from causes beyond the employee's control, including pregnancy, childbirth and other medically related conditions.
 - iii. For an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a).
 - iv. Family Leave. In accordance with the California Family Leave Act, all benefited employees may use up to one-half (½) of their annual sick leave accrual, per calendar year, for family leave purposes.
- 5) Sick Leave Application. Sick leave may be applied only to absence caused by illness or injury of an employee and may not extend to absence caused by illness or injury of a member of the employee's family except as provided in Subsection 18C(6) below.
- 6) Sick Leave Charged. In any instance involving use of a fraction of a day's sick leave, the minimum charged to the employee's sick leave account shall be one-quarter (¼) hour, while additional actual absence of over one-quarter (¼) hour shall be charged to the nearest one-half (½) hour. Sick leave shall only be used for the purposes stated, and the Department Head shall be responsible for control of employee abuse of sick leave. Employees may, upon prior notice, be required to furnish a certificate issued by a licensed physician or nurse or other satisfactory written evidence of any subsequent illness.
- 7) Maximum Accumulation of Sick Leave. Employees shall be allowed to accumulate sick leave to a maximum of 960 hours. Sick leave hours in excess of such maximum shall be forfeited.
- 8) Retirement from City Service and Entering the Public Employees' Retirement System. Upon retiring from City service and entering the Public Employees' Retirement System as a Retired Annuitant, an employee shall receive no pay for the first sixty (60) days of accrued sick leave (0 to 480 hours), but shall receive twenty-five percent (25%) pay for the first thirty (30) days of accrued sick leave after the first sixty (60) days of accrued sick leave (481 to 720 hours), and fifty percent (50%) of all accrued sick leave thereafter (721 hours to 960 hours).
- 9) Death of an Employee. Upon the death of an employee while employed by the City, 100% of all accrued sick leave benefits shall be paid to the beneficiary of the deceased employee. Payment will be made when proper authorization for payment is received from the estate of the decedent employee.

- D. FAMILY LEAVE. In accordance with the California Family Sick Leave and Paid Sick Leave Acts, employees are allowed up to one-half (½) of their annual accrual of sick leave per calendar year for family related illness or injury, which shall be charged against the employee's accumulated sick leave. Family as used in this Subsection is limited to any relation by blood, marriage, or adoption who is a member of the employee's household (living at the same address); and any parent, substitute parent, parent-in-law, spouse, registered domestic partner, child, brother, sister, grandchild or grandparent of the employee, regardless of place of residence. Benefited part-time employees are allowed to use up to one-half (½) of their annual accrual of sick leave
- E. BEREAVEMENT LEAVE. Benefited employees shall be entitled to take up to three (3) days of paid bereavement leave per incident on the following terms and conditions:
- 1) Bereavement leave may only be used upon the death, or critical illness where death appears to be imminent, in the employee's immediate family. "Immediate family" as used in this Subsection, shall be limited to any relation by blood, marriage or adoption, who is a member of the employee's household (living at the same address) and any parent, legal guardian, parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, spouse, child, brother, sister, or registered domestic partner of the employee regardless of residence.
 - 2) Days of absence due to bereavement leave shall not exceed three (3) working days per incident and shall not be deducted from the employee's accumulated sick leave. An employee on bereavement leave shall inform his immediate supervisor of the fact and the reasons therefore as soon as possible. Failure to inform his immediate supervisor, within a reasonable period of time, may be cause for denial of bereavement leave with pay for the period of absence.
- F. WORKERS' COMPENSATION. Employees who incur a work-related injury or illness will be eligible to receive Workers' Compensation benefits according to the State of California's Division of Workers' Compensation laws and regulations.
- 1) Temporary Disability. An employee shall be granted Temporary Disability in accordance with the current State Workers' Compensation laws and regulations.
 - 2) Should it be determined by the treating physician, or the employee's doctor, or an agreed doctor by both parties, or an Administrative Law Judge through the Workers' Compensation Appeals Board, that an employee's illness or injury did not arise in the course of the employee's employment with the City and/or that the employee is not temporarily incapacitated, then the employee's accrued, or if insufficient, future sick leave, shall be charged to reimburse the City for any payments made to the employee.
 - 3) If eligible, a benefited employee receiving Temporary Disability benefits will continue to receive the City's contribution to the employee's medical, dental, vision and other applicable insurances. All authorized deductions will continue as though the employee is on regular work status. If the employee has exhausted Temporary Disability benefits, the employee shall be responsible for paying the full premium for the employee's medical, dental, vision, and other applicable insurances.

- 4) Before a work-related injury, an employee may elect to pre-designate a qualified medical provider if done in accordance with Workers' Compensation laws and regulations.

SECTION 19. LIFE INSURANCE. The City shall contribute the full premium towards a \$40,000.00 life insurance policy for each benefited employee.

SECTION 20. LONG-TERM DISABILITY INSURANCE. The City shall contribute the full premium toward a long-term disability plan covering eligible benefited employees that pays sixty percent (60%) of salary after a sixty (60) day elimination period, up to a maximum benefit of \$3,000.00 per month.

SECTION 21. HEALTH BENEFITS. The City contracts with the California Public Employees' Retirement System (CalPERS) to make available those health insurance benefits provided under the Public Employees' Medical and Hospital Care Act (PEMHCA).

- A. **FLEXIBLE BENEFITS PLAN.** The City shall provide a Section 125 Flexible Benefits Plan for active full-time and part-time benefited employees and pay the following monthly amounts to provide funds for optional health plans, dental plans, vision plans, health care reimbursement, dependent care, or cash as established by the Internal Revenue Service. The following amounts include the minimum amount required under PEMHCA, which is \$143.00 per month (\$149.00 for 2022). This contribution shall be adjusted annually each January 1st to the amount set by the CalPERS Board of Administration.

Effective Date	Single	2-Party	Family
January 1, 2021	\$910.00	\$1,335.00	\$1,610.00
January 1, 2022	\$935.00	\$1,385.00	\$1,685.00

- B. Any costs in excess of the amounts designated in Subsection 21A necessary to maintain benefits under any benefit plans selected by the employee shall be borne by the employee.
- C. An employee cannot be enrolled in the CalPERS Health Benefits Plan if a spouse is enrolled in the same agency or enrolled in an agency with CalPERS Health, unless the employee (or the spouse) is enrolled without being covered as a family member.
- D. An employee may choose to not be enrolled in a CalPERS Health Benefits Plan. If an employee chooses not to be enrolled, the employee must provide proof of group medical insurance coverage (e.g., coverage under a spouse's employer's plan) that is compliant with the Affordable Care Act (ACA), as determined by the Human Resources Director. Based on determination that group medical insurance coverage is in full force and effect, employees hired prior to January 1, 2020 shall receive \$785.00 per month toward the Flexible Benefits Plan. Employees hired after January 1, 2020 who elect to waive the City's medical insurance shall receive \$400.00 per month.
- E. In the event the benefited employee loses eligibility (with documentation) the employee may enroll in the CalPERS Health Benefits Plan pursuant to their rules and regulations. Failure to do so within sixty (60) days, shall result in the City seeking reimbursement of said contributions.
- F. **RETIRED ANNUITANT CONTRIBUTION.** The City shall contribute toward the payment of the premiums under the CalPERS Health Benefits Plan to each eligible retired annuitant of

CalPERS to the extent required by law, a contribution of \$143.00 per month (\$149.00 for 2022). This contribution shall be adjusted annually each January 1st to the amount set by the CalPERS Board of Administration.

- G. The City Manager reserves the right to adjust the flexible benefits plan contributions for employees covered by the Resolution at any time during the life of this Resolution to reflect insurance contributions provided to employees in the Orange Municipal Employees' Association (OMEA) unit.

SECTION 22. RETIREMENT.

- A. **NON-BENEFITED EMPLOYEES.** All non-benefited employees not covered under the CalPERS shall participate in a defined contribution retirement plan in lieu of Social Security contributions. The City shall contribute three and three-fourths percent (3.75%) of the employee's eligible earnings toward the retirement plan. Employees shall contribute three and three-fourths percent (3.75%) of their eligible earnings toward the retirement plan.
- B. **NEW MEMBERS.** Miscellaneous employees who are New Members of CalPERS as defined by California Government Code Section 7522.04(f) are subject to the 2% @ age 62 retirement formula as set forth in California Government Code Section 7522.20. The New Members are subject to the three (3) year final compensation measurement period as set forth in California Government Code Section 7522.32. These New Members shall contribute half of normal cost of retirement as determined by CalPERS from their pensionable compensation, on a pre-tax basis, as set forth in California Government Code Section 7522.30. In all other respects, New Members shall be subject to the terms and requirements of PEPRA.
- C. **CLASSIC MEMBERS.** Miscellaneous employees who are not defined as New Members as outlined in Section B above are defined as Classic Members of CalPERS and are subject to the 2.7% @ age 55 retirement formula set forth on Section 21362.2 of the California Government Code. These Classic Members are subject to the one year final compensation measurement period set forth in California Government Code Section 20042. These Classic Members shall contribute eight percent (8%) of their compensation earnable, on a pre-tax basis.
- D. **1959 CALPERS SURVIVOR BENEFIT.** The City provides the 1959 CalPERS Survivor Benefit at the Fourth Level Option (California Government Code Section 21574) for all covered employees. Employees shall pay their \$2.00 monthly contribution through payroll deduction. The City shall pay the employer portion subject to the following limit: in the event the employer portion exceeds \$6.00 monthly, employees shall pay any portion of the employer portion that exceeds \$6.00 monthly.

SECTION 23. DIRECT DEPOSIT. City employees are required to participate in the City's direct paycheck deposit program.

SECTION 24. GRIEVANCE PROCEDURE.

- A. **DEFINITION OF GRIEVANCE.** A grievance shall be defined as a timely complaint by an employee or group of employees concerning the interpretation or application of specific provisions of this Resolution of the Rules and Regulations governing personnel practices or working

conditions of the City. Grievances shall not include disciplinary actions taken against “At-Will” employees.

- B. BUSINESS DAYS. Business days means those days in which the City’s administrative offices are open.
- C. TIME LIMITS FOR FILING WRITTEN FORMAL GRIEVANCES. The time limits for filing written formal grievances shall be strictly construed, but may be extended by mutual agreement evidenced, in writing, and signed by a duly authorized designee of the City and the grieving party. Failure of the grieving party to comply with any of the time limits set forth hereunder shall constitute waiver and bar further processing of the grievance. Failure of the City to comply with the time limits set forth in this Section shall automatically move the grievance to the next level in the Grievance Procedure.
- D. INFORMAL GRIEVANCE PROCESS. An employee must first attempt to resolve a grievance on an informal basis by discussion with an immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution to the grievance by these informal means at the most immediate level of supervision. At no time may the informal process go beyond the division head concerned. In order that this informal procedure may be responsive, all parties involved shall expedite this process. In no case may more than ten (10) business days elapse from the date of the alleged incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the facts giving rise to the grievance and the filing of a written formal grievance with the Human Resources Director of the City, with a copy to the Department Head in which the employee works. Should the grievant fail to file a written grievance within ten (10) business days from the date of the incident giving rise to the grievance, or when grievant knew or should have reasonably become aware of the facts giving rise to the grievance, the grievance shall be barred and waived.
- E. FORMAL GRIEVANCE PROCESS, HUMAN RESOURCES DIRECTOR, DEPARTMENT HEAD. If the grievance is not resolved through the informal process, and the written grievance is filed within the time limits set forth above, the grievant shall discuss the grievance with the Human Resources Director and the Department Head within ten (10) business days. The Human Resources Director and the Department Head shall render a decision and comments, in writing, regarding the merits of the grievance and return them to the grievant within five (5) business days after receiving the grievance.
- F. FORMAL GRIEVANCE PROCESS, CITY MANAGER. If the grievance is not resolved in Subsection E above, or if no answer has been received from the Human Resources Director and Department Head within fifteen (15) business days from the presentation of the written grievance to the Human Resources Director and Department Head, the written grievance shall be presented to the City Manager, or a duly authorized designee, within ten (10) business days, for determination. Failure of the grievant to take this action will constitute a waiver and bar to the grievance, and the grievance will be considered settled on the basis of the last Management grievance response. The City Manager, or a duly authorized designee, shall render a final decision on the merits of the grievance and comments, in writing, and return them to the grievant within ten (10) business days after receiving the grievance. After this procedure is exhausted, the grievant and the City shall have rights and remedies to pursue said grievance under the law. The City shall instruct its supervisors on the proper use and implementation of this grievance procedure and every

reasonable effort shall be made by the employee and the supervisor to resolve the grievance at the informal step.

SECTION 25. TRAVEL EXPENSE ALLOWANCE. The City has established a Travel and Business Expense Reimbursement policy (Administrative Policy Number 4.13) to reimburse City employees when conducting City business, attending business or professional conferences, training seminars, or other travel on authorized City business.

Any employee who is required to travel in the performance of their duties or to attend an authorized meeting or conference or otherwise incurs expenses relating to the conduct of City business shall be reimbursed for reasonable expenses incurred for transportation, meals, lodging, and incidentals as outlined in the Finance Policy referenced above.

SECTION 26. EFFECTIVE DATES. This Resolution shall become effective on July 1, 2021 through June 30, 2022 unless otherwise amended.

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APPENDIX A
PART-TIME AND SEASONAL
SALARY RANGES

EFFECTIVE DECEMBER 6, 2020

CLASSIFICATION TITLE	RANGE	STEP A	STEP B	STEP C
Assistant Pool Manager	440	18.47	19.41	N/A
Assistant Recreation Services Coordinator	480	22.54	23.70	24.90
Engineering Intern	385	14.03	14.76	15.50
Lifeguard/Swim Instructor	420	16.71	17.57	N/A
Management Intern	385	14.03	14.76	15.50
Parking Control Officer I	409	15.82	16.63	17.48
Parks and Facilities Attendant	415	16.30	17.14	18.01
Parks Maintenance Helper	385	14.03	14.76	15.50
Police Academy Trainee	550	5541.00	<Monthly	
Police Cadet I	385	14.03	14.76	15.50
Police Cadet II	395	14.75	15.51	16.30
Police Reserve Officer I	453	19.71	20.71	21.76
Police Reserve Officer II	413	16.14	16.97	17.83
Police Reserve Officer III	393	14.61	15.36	16.14
Pool Manager	460	20.40	21.45	22.54
Recreation Services Activity Specialist	460	20.40	21.45	22.54
Recreation Services Leader I	385	14.03	14.76	N/A
Recreation Services Leader II	395	14.75	15.51	N/A
Recreation Services Leader III	415	16.30	17.14	18.01
School Crossing Guard	385	14.03	14.76	15.50
School Crossing Guard Supervisor	410	15.90	16.72	17.56
Swimming Attendant	385	14.03	14.76	N/A

Note: The above salary ranges include salary adjustments of up to 7.5% for classifications impacted by the State Minimum Wage increase effective January 1, 2021, as well as adjustments to protect against salary compaction between classifications.

APPENDIX A
PART-TIME AND SEASONAL
SALARY RANGES
(Continued)

EFFECTIVE DECEMBER 5, 2021

CLASSIFICATION TITLE	RANGE	STEP A	STEP B	STEP C
Assistant Pool Manager	469	21.34	22.43	N/A
Assistant Recreation Services Coordinator	509	26.05	27.38	28.78
Engineering Intern	424	17.05	17.92	18.83
Lifeguard/Swim Instructor	449	19.31	20.30	N/A
Management Intern	424	17.05	17.92	18.83
Parking Control Officer I	436	18.10	19.03	19.99
Parks and Facilities Attendant	439	18.37	19.31	20.30
Parks Maintenance Helper	399	15.05	15.82	16.63
Police Academy Trainee	560	5824.00	<Monthly	
Police Cadet I	424	17.05	17.92	18.83
Police Cadet II	444	18.84	19.80	20.81
Police Reserve Officer I	453	19.71	20.71	21.76
Police Reserve Officer II	413	16.14	16.97	17.83
Police Reserve Officer III	399	15.05	15.82	16.63
Pool Manager	489	23.58	24.78	26.05
Recreation Services Activity Specialist	489	23.58	24.78	26.05
Recreation Services Leader I	399	15.05	15.82	N/A
Recreation Services Leader II	419	16.63	17.48	N/A
Recreation Services Leader III	439	18.37	19.31	20.30
School Crossing Guard	424	17.05	17.92	18.83
School Crossing Guard Supervisor	464	20.82	21.88	22.99
Swimming Attendant	399	15.05	15.82	N/A

Note: The above salary ranges include salary adjustments of up to 7.27% for classifications impacted by the State Minimum Wage increase effective January 1, 2022, as well as adjustments to resolve salary compaction between classifications.