

City of La Quinta

CITY COUNCIL MEETING: August 4, 2015

STAFF REPORT

AGENDA TITLE: ADOPT RESOLUTION TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF LA QUINTA AND LA QUINTA CITY EMPLOYEES' ASSOCIATION THROUGH FISCAL YEAR 2016/17 AND APPROVE CLASSIFICATION SPECIFICATION REVISIONS

RECOMMENDATION

Adopt a Resolution approving a Memorandum of Understanding between the City of La Quinta and the La Quinta City Employees' Association for Fiscal Year 2015/16 and Fiscal Year 2016/17, and approve revisions to four Classification Specifications.

EXECUTIVE SUMMARY

- The current Memorandum of Understanding (MOU) with the La Quinta City Employees' Association (LQCEA) expired on June 30, 2015.
- The City and LQCEA met and conferred on matters relating to employment conditions and employee/employer relations including compensation, hours and benefits.
- The recommended MOU (Exhibit A of the Resolution) is the result of these negotiations, which include an increase in medical benefits and additional floating holiday credits days, shall be retroactive to July 1, 2015 and remain in effect until June 30, 2017.
- The classification specification revisions (Exhibit B of the Resolution) are a result of additions/reclassifications of positions approved in the 2015/16 Budget.

FISCAL IMPACT

The cost to implement the medical benefit cap increase for the remainder of 2015/16 is \$11,136 and the additional floating holiday hours cost is \$5,196, totaling \$16,332. Funds are available in the unappropriated General Fund Reserves. When the 2015/16 Budget was approved, \$180,200 was reserved for unanticipated operating budget expenditures. The classification specification revisions total \$57,000; this cost is included in the 2015/16 Budget.

BACKGROUND/ANALYSIS

In a series of meetings beginning this April, the City and LQCEA met and conferred on matters relating to employment conditions and employee/employer relations including compensation, hours and benefits. The negotiations process began with a set of Guiding Principles, which included:

- Increase Productivity

- Reward Performance
- Work within the Class and Compensation Structure
- Manage CalPERS increases
- Ensure job rates reflect market rates

The LQCEA negotiating team worked diligently to explore and craft ways to meet the Guiding Principles and recommend negotiable items that were beneficial to everyone. The Class and Compensation report completed in April 2014 provided wage and benefit comparisons that were used in the discussions.

The resulting MOU implements the following:

- A reopener in Fiscal Year 2016/17 to discuss and consider potential World at Work salary range adjustments and medical insurance rate increases.
- Provides a Request for Reconsideration of the Performance Evaluation as a secondary review and communication measure.
- Increases the medical cap from \$1,312 to \$1,370 monthly.
- Creates a cash buyout for medical benefits of \$250 a month for employees with alternative coverage starting January 2016
- Adds a fourth tier to provide 100 percent sick leave payout for employees that have worked 20 years or more for the City.
- Grants an additional eight hours of bereavement leave to 32 hours per occurrence.
- Grants an additional four floating hours to the floating leave bank (20 hours annually).
- Incorporates various legislative and procedural amendments to the Personnel Policies reviewed and approved by the LQCEA.

ALTERNATIVES

The LQCEA and City have worked in the true spirit of cooperation to assemble this MOU and to equitably serve the needs of both parties. Approval of the MOU will conclude a successful labor negotiation process. Staff does not recommend any alternatives.

Report prepared by: Terry Deeringer, Human Resources/Risk Manager

Report approved by: Frank J. Spevacek, City Manager

RESOLUTION NO. 2015 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING AND ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA QUINTA AND THE LA QUINTA CITY EMPLOYEES' ASSOCIATION (LQCEA) COMMENCING ON JULY 1, 2015, AND TERMINATING JUNE 30, 2017 AND REVISIONS TO FOUR CLASSIFICATION SPECIFICATIONS

WHEREAS, the City of La Quinta, hereinafter referred to as "City" and the La Quinta City Employees' Association, the recognized organization representing its members, hereinafter referred to as "Association," have met and conferred over wages, hours, terms, and conditions of employment pursuant to Government Code 3500, as amended; and

WHEREAS, the City and the Association have negotiated a Memorandum of Understanding for the period commencing on July 1, 2015, and terminating June 30, 2017; and

WHEREAS, the City and the Association have agreed upon revisions to the Classification Specifications for Administrative Assistant, Administrative Technician, Management Assistant, and Management Analyst; and

WHEREAS, the Association ratified the Memorandum of Understanding on July 29, 2015.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Quinta, California, as follows:

SECTION 1. The City does hereby ratify and approve, ratify and authorize implementation of each economic and non-economic benefit and right set forth in the Memorandum of Understanding between the City and the Association, attached and incorporated herein as Exhibit "A" and said to the extent the City may legally do so in accordance with the time constraints of said Memorandum of Understanding.

SECTION 2. The City does hereby approve and adopt the revisions to the Classification Specifications for the Administrative Assistant, Administrative Technician, Management Assistant, and Management Analyst, attached and incorporated herein as Exhibit "B."

PASSED, APPROVED and ADOPTED at a regular meeting of the La Quinta City Council held on this 4th day of August, 2015, by the following vote:

AYES: Council Members Franklin, Osborne, Peña, Radi, Mayor Evans

NOES: None

ABSENT: None

ABSTAIN: None

LINDA EVANS, Mayor
City of La Quinta, California

ATTEST:

SUSAN MAYSELS, City Clerk
City of La Quinta, California

(CITY SEAL)

APPROVED AS TO FORM:

WILLIAM H. IHRKE, City Attorney
City of La Quinta, California

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by and between the CITY OF LA QUINTA ("City") and the LA QUINTA CITY EMPLOYEES' ASSOCIATION ("Association").

WHEREAS, the City and the Association have met and conferred in good faith with respect to the wages, hours, and terms and conditions of employment of City employees and all other subjects within the scope of bargaining under the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.), and have reached an agreement that they wish to set forth in writing in the form of this MOU;

NOW, THEREFORE, the City and the Association agree as follows:

SECTION 1: TERM.

This MOU shall take effect on July 1, 2015, and shall remain in effect for two (2) years through and including June 30, 2017.

SECTION 2: SALARY

Fiscal Years 2015-16 and 2016-17. The 2015/2016 Classification Schedule ("Authorized Positions-Salary Ratings") and Schedule of Salary Ranges ("Salary Ranges") reflect the Pay for Performance Classification and Compensation System agreed upon by the City and Association. Both documents attached hereto as **Exhibits 1 and 2**, respectively, and by this reference made a part hereof, shall become effective on July 1, 2015, and shall remain in effect during the full term (July 1, 2015 through June 30, 2017) of this MOU, unless modified in writing by mutual agreement of both parties.

SECTION 3: PAY FOR PERFORMANCE CLASSIFICATION AND COMPENSATION SYSTEM AND PERFORMANCE EVALUATION RATINGS

A. Potential Salary Range Considerations. The parties agree to use the 2016 World at Work ("WOW") salary range adjustment projections as the basis for a meet and confer reopener to determine an appropriate salary range increase

recommendation, which is subject to Council approval. The parties further agree to consider the WOW salary range adjustments in 2016 and 2017, and agree a full market survey shall be performed by Fox Lawson & Associates prior to June 30, 2018, and every 3rd year thereafter. Recommendations from Fox Lawson & Associates will be considered for potential adjustments to the existing salary ranges based on the market survey data. Any adjustments made to the existing salary ranges shall be considered PERSable adjustments.

B. Pay for Performance Compensation Methodology. Pay increases retroactive to July 1, 2015 shall be based upon individual performance review ratings for the year ending June 30, 2015 as follows:

| | Overall Performance Rating | | |
|------------------------------------------|-----------------------------------|-------------|---------------------------|
| | NI | SU | EX |
| If more than 2 steps below the job rate: | No increase | 1 step | 2 steps |
| If only one step below the job rate: | NI | SU | EX |
| | No increase | 1 step | 1 step + Performance Pool |
| If at or above job rate: | NI | SU | EX |
| | No increase | No increase | Performance Pool |

Pay increases retroactive to July 1, 2016 shall be based upon individual performance review ratings for the year ending June 30, 2016 in the same manner as described above.

The City Council has the discretion to establish the total performance pool for all City of La Quinta employees for performance evaluations, which has already been budgeted at \$33,000 for Fiscal Year 2015-16. Council, at its discretion, may establish the Performance Pool, if any, for performance evaluations based on the year ending on June 30, 2016.

C. **Overall Performance Evaluation Ratings.** City shall provide the Association with the overall performance evaluation ratings only (no employee names), identifying the number of ratings falling into each rating category, no later than October 31 each year.

D. **Request for Reconsideration of Performance Evaluation Rating.** City and Association agree to follow the guidelines provided in the “Request for Reconsideration of Performance Evaluation Rating” (**Exhibit 3**) as the basis for reviewing performance evaluation ratings of employees who choose to utilize same. These guidelines in no way alter the Personnel Policies Section 12.10.2, which states performance evaluations are not grievable.

SECTION 4: MEDICAL, DENTAL, VISION AND LIFE INSURANCE COVERAGE.

Effective January 1, 2016, the parties agree to the maximum contribution by the City of \$1,370.00 per month. The parties further agree to reopen negotiations in July, 2016 in order to meet and confer on the amounts paid by the City and employees for insurance coverage for the next calendar year.

A. **Contributions.** The employee contribution for insurance coverage shall be paid by payroll deduction as a condition of enrollment and continuous insurance coverage. The benefits, terms and conditions of coverage shall be governed by the formal plan documents.

B. **Opt-out of City Coverage.** Personnel Policy Section 14.05 is amended by adding the following subsection:

C. An employee who provides the City evidence of medical insurance under a separate policy and requests to be deleted from the City’s coverage shall receive \$250 per month as an in lieu payment. Should such other coverage subsequently be unavailable to the employee, the employee shall have the right to seek reinstatement to coverage under the City’s policy upon written request. In such a case, the City shall reinstate the employee’s coverage and cancel the in lieu payment if reinstatement is permitted under the provisions for reinstatement then in effect with the City’s health insurance provider.

C. **Flexible Spending Plan.** The City has implemented a Flexible Spending Plan through Total Administrative Services Corporation (TASC) for interested employees. The City has paid the initial one-time enrollment fee of \$350.00 and will pay the \$15.00 per employee enrollment fee for new employees who elect to join, and those employees who participate will pay the monthly administration fee and optional medical reimbursement debit card fee through payroll deduction.

SECTION 5: EDUCATIONAL INCENTIVE PROGRAM.

All employees are eligible for tuition reimbursement pursuant to Section 15.25 of the City's Personnel Policies. The total of such reimbursement for all employees shall not exceed \$25,000 during the term of this MOU at a maximum of \$2,500 (or 10%) per employee.

SECTION 6: MANAGEMENT RIGHTS.

Except as limited by the terms of this MOU, the City retains sole and exclusive right to manage its operations and direct its work force using any or all of the powers and authority previously exercised or possessed by the City or traditionally reserved to management, including but not limited to the right to determine its organization and the kinds and levels of services to be provided; to direct the work of its employees; to assign work from one classification of employees to another, including work currently performed by employees in the classifications covered by this MOU; to establish work standards and levels of required performance; to utilize part-time or temporary employees; to pay wages and benefits in excess of those required by this MOU; to select, modify, alter, abandon, or modernize methods of conducting its operations; to build, move, modify, close, or modernize facilities, machinery, processes, and equipment; to establish budgetary procedures and allocations; to determine methods of raising revenues; to sublet and subcontract work except work currently performed by City employees; to take all necessary action in the event of an emergency; to establish and amend rules of conduct and to impose discipline and discharge; to establish and amend rules for safety and health; to select, hire, classify, reclassify, assign, evaluate, transfer, promote, demote, upgrade, downgrade, reprimand,

discipline, suspend, discharge, lay off, and rehire employees; to determine job content and to create, combine or modify job classifications and rates or classes of pay; and to exercise all other customary powers and authority of management, regardless of whether the City has exercised such power previously. Nothing in this provision shall be construed to restrict grievances concerning any part of this MOU. In the event of an emergency, the City may amend, modify or rescind any provision of the MOU. Such amendment, modification or rescission shall remain in force only for the period of the emergency. The City shall have the sole and complete discretion to declare that an emergency exists for the purposes of this Section. City retains the right to reopen negotiations during the term of this MOU for the purpose of meeting and conferring on implementation of furlough days.

SECTION 7: NON-DISCRIMINATION.

All personnel decisions and actions, including but not limited to appointments, promotions, demotions, transfers, layoffs, and discharges, shall be made without regard to race, color, creed, sex, marital status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, or any other unlawful consideration. Further, the City shall not discriminate against any employee based upon his/her activity on behalf of his/her membership in any employee association or group.

SECTION 8: HOURS.

Employee hours of work shall be as stated in the City's Personnel Policies unless superseded as provided in Section 14 herein.

SECTION 9: HOLIDAYS.

Holidays shall be recognized as provided in the City's Personnel Policy, to include the addition of the following:

Four (4) additional hours paid holiday on Christmas Eve, when that day falls on a weekday;

Four (4) additional hours paid holiday on New Years' Eve when that day falls on a weekday; and

Four (4) additional hours paid floating holiday.

SECTION 10: VACATION.

10.1 Accrual. Vacation accrual shall be as provided in the City's Personnel Policies unless superseded as provided herein.

10.2 Buy-back. Personnel Policy 14.15.4(B) is amended as follows:

B. Optional

In addition to the above, employees with a minimum of 80 hours of accrued vacation time as of the last pay period in May or November in any calendar year, may receive pay at the employee's regular rate of pay, for a portion or the entire amount over 80 hours. Any employee desiring to exercise this option must make a written request to the Finance Director no later than May 15 or November 15 in the calendar year for which vacation buy back is sought. The buy-back pay will be issued as a separate check in June or December.

SECTION 11: SICK LEAVE.

Sick leave shall be accrued as provided in the City's Personnel Policies unless superseded as provided herein.

11.1 Sick Leave Pay Back: Personnel Policy 14.20.6 is amended as follows:

14.20.6 Sick Leave Pay Back:

A. City agrees to provide Sick Leave pay back upon employee's termination, as follows:

| | |
|--------------------------------|------|
| 2 through 4 years of service | 25% |
| 5 through 9 years of service | 50% |
| 10 through 19 years of service | 75% |
| 20 years of service and up | 100% |

B. Mandatory Pay Back: A maximum Sick Leave accrual of four hundred eighty (480) hours shall be established. If the maximum accrual of Sick Leave has been reached as of the last pay period in November in any calendar year, employee shall be

reimbursed for the number of Sick Leave days that would have been accrued and unused above the maximum, according to the formula used for Sick Leave pay back upon employee termination, as above.

C. Optional Pay Back: Employees have the option to be reimbursed for accrued and unused sick leave above 240 hours up to 480 hours twice every year for accruals through the last pay period in May or November. The sick time pay back will be issued as a separate check in June or December.

11.2 Bereavement Leave: Personnel Policy 14.25, Bereavement Leave is hereby amended to allow thirty-two (32) hours of Bereavement Leave.

SECTION 12: CalPERS RETIREMENT

A. Employer/Employee Obligations.

For purposes of the City's election to pay to the California Public Employees' Retirement System (CalPERS), effective July 1, 2013, the City shall pay to CalPERS on behalf of each full-time, regular employee, the required employer contribution, and an amount equal to 0% of the required member contribution to CalPERS. Effective July 1, 2013, each full-time, regular employee shall pay an amount equal to 100% of the required member contribution to CalPERS, not to exceed eight percent (8%).

B. Public Employees' Retirement System (PERS) Retirement Formulas for New Hires.

Any employee hired on or after January 1, 2013 shall be subject to the following retirement formulas with the retiree's annuity based on the average of the employee's three (3) highest paid consecutive years, in accordance with the City's contract with PERS and the Public Employees' Pension Reform Act of 2013 (PEPRA):

Classic Employees (current PERS members) hired on or after

January 1, 2013: 2% @ 60

New Employees (new PERS members) hired on or after

January 1, 2013: 2% @ 62

C. Unused Sick Leave Election.

Government Code Section 20965 and the City's contract for retirement benefits with CalPERS permits conversion of unused sick leave to service credit, pursuant to certain restrictions. Upon retirement, employees are required to complete the "Unused Sick Leave Election Form" prior to receiving their final paycheck. Upon retirement, employees will have the option of selecting one of the following: (1) receiving payout for the full amount of unused sick leave (pursuant to the payout schedule contained in Personnel Policy Section 14.20.4, as amended by this MOU); (2) receiving payout for a set amount of unused sick leave, and requesting conversion to service credit of the remainder; or (3) converting the entire amount of unused sick leave to service credit, waiving their right to a payout for unused sick leave.

SECTION 13: COMPUTER LOAN PROGRAM.

The City agrees to continue the Computer Loan Program (Program) as set forth in **Exhibit 4**, and to fund the Program in the amount of \$17,500 for the term of this MOU at a maximum of \$1,750 per employee. Any employee who has participated in the Program and has paid his/her loan in full may participate again if there is money available after those employees who have not previously participated have been funded.

SECTION 14: ALTERNATE WORK WEEK SCHEDULE.

The City and Association agree to continue the Alternate Work Week Schedule ("AWWS"), utilizing a 9/80 schedule, whereby employees may elect to participate in the AWWS by working eight 9-hour days and one 8-hour day, with every other 8-hour day off. The AWWS will continue for the term of this MOU, or until cancelled by Management, whichever occurs sooner.

SECTION 15: PERSONNEL POLICY ADDITIONS AND AMENDMENTS.

The City and Association have agreed to modify City Personnel Policies where appropriate to clarify the intent of those policies. A red-lined version of the changes to

the Personnel Policies is provided as **Exhibit 5**. The sections containing modifications are as follows:

- a) Section 1.10 Application & Exceptions
- b) Section 3.50 Reclassifications
- c) Section 3.51 Temporary Assignment Pay
- d) Section 5.10 Employee Performance Evaluations
- e) Section 6.05 Work Week and Overtime
- f) Section 6.30 Lunch and Break Policy
- g) Section 7.25 Family and Medical Leave
- h) Section 14.05 Health, Dental, Vision and Life Benefits
- i) Section 14.06 Patient Protection and Affordable Care Act (ACA)
- j) Section 14.10 Holidays
- k) Section 14.15.4 Vacation Buy-Back
- l) Section 14.20 Sick Leave
- m) Section 14.20.6 Sick Leave Pay Back
- n) Section 14.25 Bereavement Leave
- o) Section 14.30 Administrative Leave
- p) Section 15.30 Travel & Expense Policy
- q) Exhibit A – Computer Loan Program Criteria

SECTION 16: EMPLOYEE FITNESS MEMBERSHIP SUBSIDY AT LA QUINTA WELLNESS CENTER OR DESERT RECREATION DISTRICT FITNESS CENTER.

The City agrees to subsidize the cost of membership at either the La Quinta Wellness Center or the Desert Recreation District's Fitness Center. City employees may submit their paid receipt for La Quinta Wellness Center or Desert Recreation District membership to the City's Finance Department for reimbursement of \$40.00 toward their annual membership fee.

SECTION 17: PERFORMANCE REVIEW/TRANSPARENCY PROCESS.

The City agrees to the following with regard to the performance review and transparency process:

17.1 Review Period: Annual Performance Reviews will be completed between July 1 and September 30 for the previous fiscal year ending on June 30.

17.2 Association Survey: Association may survey its members for input regarding the performance review process and may provide survey results to City for consideration. Any changes to the Performance Evaluation form shall be a subject of the meet and confer process.

17.3 Labor/Management Committee: City and Association agree to form a Labor/Management Committee (LMC) that may meet three (3) times per year at the request of either party to address concerns regarding employee relations. The LMC is not authorized to change the MOU or to settle any grievance being processed under the MOU.

SECTION 18: SOLE AND ENTIRE AGREEMENT.

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements, memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel rules and regulations, administrative codes, provisions of the City (other than the Municipal Code), whether oral or written, expressed or implied, between the parties, and shall govern the entire relationship and be the sole source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with federal or state law. The Association and the City agree that all personnel rules not specifically included herein shall be incorporated herein by this reference. The City reserves the right to add to, modify or delete from its Personnel Policies, subject to its obligations under the Meyers-Milias-Brown Act.

SECTION 19. WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT.

During the term of this MOU, the Association agrees that it will not seek to negotiate or bargain with respect to wages, hours and terms and conditions of employment, whether or not covered by this MOU or in the negotiations preceding execution of this MOU, except as required by specific provisions of this MOU. Despite the terms of this waiver, the parties may, by mutual agreement, agree in writing to meet and confer concerning any matter during the term of this MOU.

This MOU is hereby executed by the parties hereto as set forth below.

CITY OF LA QUINTA

LA QUINTA CITY EMPLOYEES'
ASSOCIATION

By: _____
Linda Evans, Mayor

Moises Rodarte, President

DATED: _____, 2015

Anthony Moreno, Vice-President

ATTEST:

Susan Maysels, City Clerk

APPROVED AS TO FORM:

William H. Ihrke, City Attorney

CITY OF LA QUINTA
 AUTHORIZED POSITIONS - SALARY RATINGS
 EFFECTIVE JULY 1, 2015

| <u>CLASSIFICATION SPECIFICATION</u> | <u>AUTHORIZED WORKING TITLE</u> | <u>RATING</u> |
|--------------------------------------------|--------------------------------------------|---------------|
| <u>Administrative</u> | | |
| Administrative Assistant | Executive Office Assistant | A11 |
| | Office Assistant | A11 |
| Administrative Technician | Administrative Technician | B21 |
| | Content Editor/Writer | B22 |
| | Executive Assistant | B22 |
| <u>Code Administration</u> | | |
| Code Administration Technician | Permit Technician | B22 |
| Code Administration Specialist | Animal Control/Code Compliance Officer | B23 |
| | Building Inspector | B23 |
| | Public Works Inspector | B23 |
| Code Administration Supervisor | Animal Control/Code Compliance Supervisor | B32 |
| | Permit Operations Supervisor | B32 |
| | Plans Examiner/Inspection Supervisor | B32 |
| | Construction Manager/Inspection Supervisor | C43 |
| Code Administration Coordinator | Facilities Maintenance Worker | A11 |
| <u>Maintenance & Operations</u> | | |
| Maintenance & Operations Worker | Maintenance Worker I | A11 |
| | Maintenance Worker II | A12 |
| Maintenance & Operations Technician | Traffic Signal Technician | B21 |
| | Facilities Maintenance Coordinator | B23 |
| Maintenance & Operations Coordinator | Maintenance Foreman | B24 |
| | Traffic Signal Maintenance Supervisor | B24 |
| <u>Management Administration</u> | | |
| Management Assistant | Community Services Coordinator | B21 |
| | Senior Account Clerk | B21 |
| | Management Assistant | B21 |
| | Account Technician | B22 |
| Management Specialist | Community Services Supervisor | B24 |
| | Marketing & Events Supervisor | B24 |
| | Housing Coordinator | B24 |
| | Deputy City Clerk | B24 |
| Management Coordinator | Financial Services Analyst | C41 |
| | Information Services Analyst | C41 |
| | Associate Planner | C42 |
| Management Analyst | Business Analyst | C42 |
| | Management Analyst | C42 |
| | Associate Engineer | C43 |
| | Principal Planner | C44 |

**CITY OF LA QUINTA
 AUTHORIZED POSITIONS - SALARY RATINGS
 EFFECTIVE JULY 1, 2015**

| <u>CLASSIFICATION SPECIFICATION</u> | <u>AUTHORIZED WORKING TITLE</u> | <u>RATING</u> | |
|-------------------------------------|----------------------------------|-------------------------------------|-------|
| <u>Management Manager</u> | Accounting Manager | D61 | |
| | Assistant to City Manager | D61 | |
| | City Clerk | D61 | |
| | Golf, Parks & Facilities Manager | D61 | |
| | Human Resources/Risk Manager | D61 | |
| | Maintenance Manager | D61 | |
| | Planning Manager | D61 | |
| | Building Official | D61 | |
| | Principal Engineer | D62 | |
| | <i>Director</i> | Community Development Director | E81 |
| | | Deputy City Manager | E82 |
| | | Public Works Director/City Engineer | E82 |
| | | Finance Director/Treasurer | E82 |
| | <i>City Manager</i> | City Manager | F101* |

* City Manager salary is determined by City Council contract

ANNUAL SALARY RANGES

| DBM | JOB RATE - | | | | | | JOB RATE - |
|-------|-----------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | MIN - Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | |
| A11 | \$36,729.54 | \$38,566.02 | \$40,402.50 | \$42,238.98 | \$44,075.45 | | |
| A12 | \$40,410.29 | \$42,430.81 | \$44,451.32 | \$46,471.84 | \$48,492.35 | | |
| A13 | \$44,091.04 | \$46,295.59 | \$48,500.14 | \$50,704.70 | \$52,909.25 | | |
| B21 | \$47,782.84 | \$50,171.98 | \$52,561.13 | \$54,950.27 | \$57,339.41 | | |
| B22 | \$51,463.59 | \$54,036.77 | \$56,609.95 | \$59,183.13 | \$61,756.31 | | |
| B23 | \$55,144.34 | \$57,901.55 | \$60,658.77 | \$63,415.99 | \$66,173.20 | | |
| B24 | \$59,753.56 | \$62,741.24 | \$65,728.92 | \$68,716.60 | \$71,704.27 | | |
| B25 | \$65,280.21 | \$68,544.22 | \$71,808.23 | \$75,072.24 | \$78,336.25 | | |
| B31 | \$59,753.56 | \$62,741.24 | \$65,728.92 | \$68,716.60 | \$71,704.27 | | |
| B32 | \$65,280.21 | \$68,544.22 | \$71,808.23 | \$75,072.24 | \$78,336.25 | | |
| MIN - | | | | | | | |
| C41 | \$67,093.86 | \$69,889.66 | \$72,685.46 | \$75,481.26 | \$78,277.06 | \$81,069.51 | \$83,867.32 |
| C42 | \$70,627.38 | \$73,570.42 | \$76,513.46 | \$79,456.50 | \$82,399.55 | \$85,339.06 | \$88,284.22 |
| C43 | \$74,160.89 | \$77,251.18 | \$80,341.46 | \$83,431.75 | \$86,522.03 | \$89,608.61 | \$92,701.12 |
| C44 | \$78,585.75 | \$81,860.42 | \$85,135.09 | \$88,409.76 | \$91,684.42 | \$94,955.16 | \$98,232.19 |
| C45 | \$83,891.33 | \$87,387.09 | \$90,882.84 | \$94,378.59 | \$97,874.34 | \$101,365.90 | \$104,864.17 |
| D61 | \$88,316.19 | \$91,996.32 | \$95,676.46 | \$99,356.60 | \$103,036.73 | \$106,712.45 | \$110,395.24 |
| D62 | \$92,732.00 | \$96,596.14 | \$100,460.28 | \$104,324.43 | \$108,188.57 | \$112,048.07 | \$115,915.00 |
| D63 | \$97,368.60 | \$101,425.95 | \$105,483.30 | \$109,540.65 | \$113,598.00 | \$117,650.48 | \$121,710.75 |
| D64 | \$102,237.03 | \$106,497.25 | \$110,757.46 | \$115,017.68 | \$119,277.90 | \$123,533.00 | \$127,796.29 |
| D65 | \$107,348.88 | \$111,822.11 | \$116,295.34 | \$120,768.56 | \$125,241.79 | \$129,709.65 | \$134,186.10 |
| E81 | \$112,716.32 | \$117,413.21 | \$122,110.10 | \$126,806.99 | \$131,503.88 | \$136,195.13 | \$140,895.40 |
| E82 | \$118,352.14 | \$123,283.87 | \$128,215.61 | \$133,147.34 | \$138,079.07 | \$143,004.89 | \$147,940.18 |
| E83 | \$124,269.75 | \$129,448.07 | \$134,626.39 | \$139,804.71 | \$144,983.03 | \$150,155.14 | \$155,337.18 |
| F101 | \$160,000.00 | \$166,667.20 | \$173,334.40 | \$180,001.60 | \$186,668.80 | \$193,328.00 | \$200,000.00 |

MONTHLY SALARY RANGES

| DBM | JOB RATE - | | | | | | JOB RATE - |
|-------|-----------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | MIN - Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | |
| A11 | \$3,060.80 | \$3,213.84 | \$3,366.87 | \$3,519.91 | \$3,672.95 | | |
| A12 | \$3,367.52 | \$3,535.90 | \$3,704.28 | \$3,872.65 | \$4,041.03 | | |
| A13 | \$3,674.25 | \$3,857.97 | \$4,041.68 | \$4,225.39 | \$4,409.10 | | |
| B21 | \$3,981.90 | \$4,181.00 | \$4,380.09 | \$4,579.19 | \$4,778.28 | | |
| B22 | \$4,288.63 | \$4,503.06 | \$4,717.50 | \$4,931.93 | \$5,146.36 | | |
| B23 | \$4,595.36 | \$4,825.13 | \$5,054.90 | \$5,284.67 | \$5,514.43 | | |
| B24 | \$4,979.46 | \$5,228.44 | \$5,477.41 | \$5,726.38 | \$5,975.36 | | |
| B25 | \$5,440.02 | \$5,712.02 | \$5,984.02 | \$6,256.02 | \$6,528.02 | | |
| B31 | \$4,979.46 | \$5,228.44 | \$5,477.41 | \$5,726.38 | \$5,975.36 | | |
| B32 | \$5,440.02 | \$5,712.02 | \$5,984.02 | \$6,256.02 | \$6,528.02 | | |
| MIN - | | | | | | | |
| C41 | \$5,591.15 | \$5,824.14 | \$6,057.12 | \$6,290.11 | \$6,523.09 | \$6,755.79 | \$6,988.94 |
| C42 | \$5,885.61 | \$6,130.87 | \$6,376.12 | \$6,621.38 | \$6,866.63 | \$7,111.59 | \$7,357.02 |
| C43 | \$6,180.07 | \$6,437.60 | \$6,695.12 | \$6,952.65 | \$7,210.17 | \$7,467.38 | \$7,725.09 |
| C44 | \$6,548.81 | \$6,821.70 | \$7,094.59 | \$7,367.48 | \$7,640.37 | \$7,912.93 | \$8,186.02 |
| C45 | \$6,990.94 | \$7,282.26 | \$7,573.57 | \$7,864.88 | \$8,156.20 | \$8,447.16 | \$8,738.68 |
| D61 | \$7,359.68 | \$7,666.36 | \$7,973.04 | \$8,279.72 | \$8,586.39 | \$8,892.70 | \$9,199.60 |
| D62 | \$7,727.67 | \$8,049.68 | \$8,371.69 | \$8,693.70 | \$9,015.71 | \$9,337.34 | \$9,659.58 |
| D63 | \$8,114.05 | \$8,452.16 | \$8,790.27 | \$9,128.39 | \$9,466.50 | \$9,804.21 | \$10,142.56 |
| D64 | \$8,519.75 | \$8,874.77 | \$9,229.79 | \$9,584.81 | \$9,939.82 | \$10,294.42 | \$10,649.69 |
| D65 | \$8,945.74 | \$9,318.51 | \$9,691.28 | \$10,064.05 | \$10,436.82 | \$10,809.14 | \$11,182.17 |
| E81 | \$9,393.03 | \$9,784.43 | \$10,175.84 | \$10,567.25 | \$10,958.66 | \$11,349.59 | \$11,741.28 |
| E82 | \$9,862.68 | \$10,273.66 | \$10,684.63 | \$11,095.61 | \$11,506.59 | \$11,917.07 | \$12,328.35 |
| E83 | \$10,355.81 | \$10,787.34 | \$11,218.87 | \$11,650.39 | \$12,081.92 | \$12,512.93 | \$12,944.77 |
| F101 | \$13,333.33 | \$13,888.93 | \$14,444.53 | \$15,000.13 | \$15,555.73 | \$16,110.67 | \$16,666.67 |

Request for Reconsideration – Performance Evaluation Rating

Employees who are not in agreement with the performance evaluation rating may present a written request to their Department Director for reconsideration of their performance evaluation rating within ten (10) working days of receiving the evaluation. The written request shall briefly state the reasons the employee disagrees with the performance evaluation rating and include any supporting documentation. The Department Director shall schedule a meeting within ten (10) working days of receipt of the written request to discuss the performance evaluation rating. The Department Director shall have the right, but not the duty, to change or modify the performance review based on the discussion with the employee and review of any supporting documentation. The Department Director shall render a written decision to the employee within ten (10) working days after meeting with the employee. The decision of the Department Director shall be final and not subject to review or appeal.

If the employee's supervisor is the Department Director, the request for reconsideration may be submitted to the Employee Relations Officer instead, following the same process mentioned above. The decision will be mutually agreed upon between the Employee Relations Officer and the Department Director and shall be final and not subject to review or appeal.

This process does not replace or diminish any of the rights afforded employees or management under Section 5.10 of the Personnel Policies.

Performance evaluations (including a request for reconsideration) shall not be subject to the grievance process, per Section 12.10.2 of the Personnel Policies.

CITY OF LA QUINTA Computer Loan Program Criteria

The following criteria apply to the Computer Loan Program for the City of La Quinta, California:

ELIGIBILITY

All full-time employees who have completed probation are eligible. This is strictly a volunteer program and the employee will use their own time and expense in order to participate. Also, program parameters such as the maximum loan amount, interest rate and scope of the program, will be evaluated on an annual basis.

SCOPE

The City has adopted a Windows operating system.
The following items are eligible for inclusion in the loan amount:

Desktop computers, laptops, tablets, printers, monitor, scanner, backup devices, hard drive, CD/DVD ROM drives, surge protector, wireless routers, speakers, battery backup, upgrading current equipment, including memory, and warranty costs. Software that is commonly used at the City is eligible. Normal installation costs, protection plans and sales tax are also included.

The following items are not included:

Internet software and service charges.

The City Manager may approve items not included within the scope of this section.

FREQUENCY

An employee may apply for participation in the program at any time by contacting Human Resources and submitting an application form. After an employee has participated in the program, the employee will not be eligible again until all loans are repaid in full.

AMOUNT OF LOAN

A maximum of \$1,750 will be reimbursed to the City within 2 years. In the event that an employee is eligible to receive the entire \$1,750 and spends less, the remaining

amount cannot be carried over to the next year. For example, if an employee receives approval to spend up to \$1,750 and only requires \$1,000, the remaining amount of \$750 cannot be loaned in future years. Loans are awarded based on the availability of funds.

INTEREST RATE

The interest rate is five percent (5%) per year simple interest payable in 26 or 52 equal installments from the nearest payroll date of the loan. A \$1,750 loan would be repaid in accordance with Attachment No. 1. Early payoff of loans will be for the outstanding principal at the next payroll date after notification.

SELECTION PROCESS

Eligible employees must submit an Intent to Participate form in order to be considered for the loan. Each loan request will be processed upon submission, subject to approval and available funds.

Employees will be classified into two groups - New Participants and Repeat Participants. New participants have priority over repeat participants. Repeat participants are not eligible for a new loan until all new participant requests have been approved and their previous loans are repaid. Any participant who has defaulted on a previous loan is ineligible for future loans.

The Human Resources/RiskManager will track the receipt of loan requests to determine the selection order of eligible employees. Funding of the approved loan requests will continue until available funded slots are filled. A list of each employee participating in the program and the order selected will be compiled and will be available on request. Employees have sixty days to complete their purchase from the date of being notified of their eligibility.

Each year the City will determine the amount that may be loaned for the Computer Program. No carryover of unused funds to the next fiscal year is allowed.

EMPLOYEE RESPONSIBILITIES

The employee is responsible for application to the Computer Loan Program.

The employee is responsible for purchasing the equipment within sixty days of award, handling vendor complaints, and maintaining service of the equipment. The computer equipment will be purchased by the employee in the employee's name. The City's only role is to provide loans for the purchase and the collection of the loan.

The City loan is for the purchase of computer equipment and eligible software with payment by the City for its portion made payable to the computer vendor and not to the employee. The City will give the check payable to the vendor to the employee. If the employee purchase is for more than the City loan amount, the employee is responsible for the difference. The City will not be responsible for any difference nor will it cosign for any loans. In addition, no City purchase order may be used for any purchase nor may any employee verbally or in writing represent that the City is purchasing equipment for its use. If the purchase price is greater than \$1,750, the employee must make arrangements with a vendor to accommodate this method of payment.

Prior to any payments being made, the employee must submit a sales quote for the items being selected to Human Resources. After being reviewed for eligibility, the employee will be notified of any items not qualifying under the Program. After the sales quote has been reviewed and modifications made, a check to the computer vendor will be produced. The vendor check will be given directly to the employee. The employee will then produce a final invoice to the Finance Director evidencing the transaction. The City will not make a loan if the previously described steps have not been complied with. For instance, the City will not reimburse an employee after a purchase has been made by the employee.

REPAYMENT

The employee will sign a slip authorizing withholding of the principal and interest amount from future paychecks and authorizing the City to withhold any remaining principal and interest still due and owing from their final paycheck, in the event the employee leaves City service before the loan is repaid. If the loan amount exceeds the final paycheck after all other withholdings are made, the employee will pay the remaining principal amount due with personal funds within one week of leaving City service. It is the employee's responsibility to make payment. If such payment is not made within seven days, the employee is deemed to have defaulted on the loan. The City will commence actions it deems necessary to collect on the remaining loan. Interest will continue to accrue after default until repaid in full. Interest may accrue past the two-year term of the loan if still in default at the end of the second year.

The City may turn the defaulted loan over to a collection agency, Small Claims Court, City legal resources or other measures necessary for collection. The City will attempt to recover any costs expended on collecting the loan from the employee.

VENDOR SELECTION

The City has not specified one particular vendor nor does it recommend a particular vendor. The employee is responsible for selecting a vendor and negotiating the price,

warranty and other terms of the purchase. Those items are listed in the Scope Section of this Policy.

The employee is responsible for any mailing and service charges not covered by any warranties.

USE OF COMPUTERS

The City does not restrict the use of this equipment to its employees. The City encourages employees to use the computers. Employees may not claim hours worked at home.

If the equipment is sold before the end of the loan, the outstanding principal and any accrued interest will continue to be due and owing to the City, and payroll deductions will continue until such time as the loan is repaid in full. Returning merchandise purchased under this program for a cash refund or exchange for other than items permitted under this computer loan policy is strictly prohibited. .

EARLY DUE DATE OF LOAN

The loan is for a one- or two-year period unless the employee leaves City employment, in which case the principal and interest is due from the final paycheck.

ATTACHMENT

The attached form will be used to document the transaction.

CITY OF LA QUINTA COMPUTER LOAN PROGRAM

EMPLOYEE NAME _____
(Please print)

DATE: _____

SUPPORTING DOCUMENTATION:

SALES QUOTE \$ _____
(Please attach all documentation)

AMOUNT OF AUTHORIZED LOAN \$ _____

I have received and read the Computer Loan Policy of the City of La Quinta and hereby authorize the City to withhold the following amount from my paycheck for the number of pay periods indicated in the following table:

Number of Pay Periods: (Please circle one) 26 (\$ _____);

or

52 (\$ _____)

In the event I leave City service before the loan is repaid, I hereby authorize the City to withhold any remaining principal and interest still due and owing from my final paycheck, and to pursue other collection remedies in accordance with the provisions of the Computer Loan Policy.

Employee Signature _____

Date: _____

Finance Director Signature _____

Date: _____

PLEASE RETURN TO HUMAN RESOURCES

**CITY OF LA QUINTA
PERSONNEL POLICIES
AND PROCEDURES**

Amended: November 2000; July 2003; January 2007; October 2007; April 2008; July 2009; June 2010; July 2011; July 2012; July 2014; July 2015

(Last Update July, 2015⁴)

SECTION 1: GENERAL PROVISIONS

1.05 PURPOSE: The purpose of these Policies and Procedures is to establish systematic and uniform procedures for handling personnel matters.

1.10 APPLICATION AND EXCEPTIONS:

1.10.1 These Policies shall apply to all offices, positions, and employments in the service of the City, as defined in Section 1.25 of these Policies, with the exception of the following:

- A. Members of the City Council and other elected officials (except for Sections 1.80, 1.85, 1.96, 1.97, 2.35, and 14.05, and 15.31.)
- B. Members of commissions and advisory bodies appointed by the City Council or City Manager.
- C. Direct appointees of the City Council, including the City Manager and City Attorney. A regular employee who also holds the position of City Treasurer shall not be excluded from the Policies, unless the employee has entered into an employment agreement pursuant to sub-section "F" herein.
- D. Volunteer personnel who provide services to the City without receiving compensation (although such persons may receive reimbursement for actual expenses incurred in the service of the City).
- E. Outside and independent contractors, engaged to provide expert, professional, technical or other services.
- F. Regular employees who have entered into a written employment agreement with the City, unless otherwise specified in the employment agreement.

1.10.2 These Policies, with the exception of Sections 8 through 12 inclusive, shall apply to the following employees, who serve at the pleasure of their respective appointing authorities and are considered "at will" employees:

- A. Emergency employees, such as those hired to meet immediate needs of an emergency condition (i.e. fire, flood, or earthquake) which threatens life or property.
- B. Employees who are considered temporary or seasonal.
- C. Other non-career employees who are not specifically mentioned in Section 1.10.1 of these Personnel Policies.
- D. Probationary Employees.

1.15 VALIDITY OF POLICIES (SEVERABILITY): If any section, subsection, sentence, clause, phrase or portion of these Policies is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of these Policies. The

The voluntarily demoted employee shall be placed in the salary which is closest to, but lower than, the employee's salary rate in the employee's former position. In lieu of a reduction in salary, the Employee Relations Officer may approve a Y-rated salary for a voluntarily demoted employee.

3.50 RECLASSIFICATION: The Classification Specifications will be reviewed by the Department Director and Human Resources periodically to ensure they meet current needs. The Employee Relations Officer will facilitate the review process. Existing positions, where the duties have changed materially so as to necessitate reclassification, shall be reclassified by the Employee Relations Officer to a more appropriate classification, whether new or existing. The Employee Relations Officer must approve all new classifications. The City Manager is responsible for reclassifications to all Department Director and executive positions. Regardless of the circumstances, the Employee Relations Officer may require a competitive examination, and no incumbent shall have a right to be appointed to a reclassified position. No person shall be appointed or employed to fill a reclassified post unless the said reclassified position has been incorporated in the Classification Plan and approved by City Council, as provided by these Policies.

The employee or Department Director may submit a request for a job audit to the Employee Relations Officer who shall determine if the reclassification is justified and provide a recommendation to the City Manager for approval.

The Employee Relations Officer will respond to requests for reclassification, and will assist with the revision of Classification Specifications and development of new Classification Specifications within the broad class concept, as necessary to meet the ongoing operational requirements of the City.

Reclassification shall not be used for the purpose of avoiding restrictions concerning demotions, promotions, or unit modifications. The Employee Relations Officer may conduct objective, noncompetitive examinations to establish qualifications for the position.

The salary of an employee in a position that is reclassified shall be determined as follows:

3.50.1 Classification with Same Salary Range: If the position is reclassified to a Classification with the same salary range as the previous Classification, and if the incumbent is appointed to the reclassified post, the salary rate of the employee shall not change. The provision shall also apply to the change of Classification title, provided there is no change in the basic duties of the Classification.

3.50.2 Classification with Higher Salary Range: If the position is reclassified to a Classification with a higher salary range than the previous Classification, and if the incumbent is appointed to the reclassified position, the employee shall be compensated at the salary in the new salary range which is at least equivalent to an advancement of a full step over the step the employee held in the previous salary

range, but in no case shall such salary exceed the top salary step of the higher classification. comes nearest to, but is not lower than, the salary the employee held in the previous salary range.

Employees who are reclassified will not receive any adjustment in their base compensation unless the salary range for the Classification into which they are reclassified has a minimum salary that exceeds the employee's current salary.

3.50.3 Classification with Lower Salary Range: If the position is reclassified to a Classification with a lower salary range than the previous Classification, and if the incumbent is appointed to the reclassified position, the Employee Relations Officer may approve a Y-rate salary for the employee if the employee is at or above the job rate of the salary range.

Otherwise, the employee's new salary at the lower salary range shall be placed at a salary rate which yields a salary closest to, but not less than, the current salary. Benefits may be Y-rated, as specifically approved by the Employee Relations Officer.

The effective date of reclassification shall coincide with the first working day of a pay period after the reclassification is approved by the Employee Relations Officer and the new Classification is adopted by City Council, if necessary.

3.50.4 Reclassification to Position with Higher-Level Qualifications: Incumbents who do not meet the minimum qualifications of the new Classification to which they are assigned, will be grandfathered in but will be required to acquire the applicable knowledge and/or skills within a reasonable time period as determined by the Department Director so that they qualify for the job. Where practical and feasible, the City will work with the employee to identify and obtain the requisite training and/or skills.

3.51 TEMPORARY ASSIGNMENT PAY: Temporary Assignment Pay allows for temporary increases in pay beyond an employee's base rate of pay when duties performed by the employee support such additional pay for specific periods of time.

Increases in pay may be granted to recognize the temporary assignment requiring a greater level of skill. "Temporary assignment" shall mean a period of six months or less. Requests for temporary assignment compensation may be initiated by the Department Director or designee. Employees directed to continuously perform higher level duties shall be entitled to a salary rate increase equivalent to one step within their existing range. All Temporary Assignment Pay will be approved, provided that:

1. The Department Director shall state in writing to the Employee Relations Officer ~~Human Resources Department~~ that the employee is performing duties requiring a higher level of skill and outside the scope of their current classification.

2. Such assignment shall be temporary and will not exceed six months.
3. Temporary Assignment Pay shall be granted when employees are assigned higher level duties due to position vacancies, special assignments, or when duties performed by the employee support such additional pay.
4. Such increases in pay will not affect an employee's merit increases pursuant to Section 5.15.1.

3.55 LAYOFFS/REDUCTION-IN-FORCE/RECALL: Subject to City Council approval, the Employee Relations Officer may lay off permanent and probationary workers at any time based upon: 1) lack of work; 2) budgetary reasons; 3) elimination of programs; or 4) elimination of services. At least two (2) weeks written notice shall be given to any employee who is to be laid off. If less than two weeks' notice is provided, the employee will be paid for the difference between the date of layoff and two weeks.

At the sole discretion of the Employee Relations Officer, a demotion or transfer to another department or Classification may be made to prevent a layoff, provided the employee is qualified by education and/or experience and is capable of performing the duties of the Classification. The Department Directors, in consultation with the Employee Relations Officer, and as approved by the City Manager, will affect the layoffs.

Reduction in Force (RIF): When it becomes necessary to reduce the work force in the City, the Employee Relations Officer shall designate the Classification, division, department, or other organizational unit in order to effect a reduction in the work force. Contract, temporary, part-time, seasonal, or probationary employees in the same Classification as ones proposed to be reduced within the City shall be laid off first. Although the Employee Relations Officer may elect to do so, he/she is not required to allow laid off employees to "bump" employees in other Classifications unless the employee has previously successfully held a position in another Classification, in which case the laid off employee would be considered for layoff, if any, from the previously held Classification, along with others in that Classification, in accordance with the "Order of Layoff" set forth below.

Probationary promotional employees who are laid off shall, if applicable, be returned to their former Classification. Employees who accept lower positions or transfers in lieu of layoff shall be placed at a salary range and step which yields a salary closest to existing salary at the time of the giving of notice of layoff.

Order of Layoff: The order of layoff of regular employees shall be made in accordance with a system which favors retention of the more meritorious employees, based upon evaluation of the following factors in the listed order of importance:

- A. The two most recent performance evaluation records as finalized and/or filed in Human Resources, except when an employee has less than two years of

The Employee Relations Officer reserves the right to review any performance evaluation prior to review with the employee.

The employee shall have the right to attach a written response to the corresponding performance evaluation in his/her personnel file. This response must be made within ten (10) working days of receiving the evaluation.

No other administrative ~~reply-reply, request,~~ or appeal shall be allowed, except as may be provided in the current Memorandum of Understanding with the La Quinta City Employees' Association.

The employee and Supervisor must sign and date the evaluation. If the employee refuses to sign the evaluation, the Supervisor shall note this fact and any circumstances surrounding the employee's refusal on the Performance Evaluation. Copies of the evaluation shall be distributed to the employee, the Department Director and Employee Relations Officer.

Performance evaluations shall not be subject to the grievance process. (See Section 12.10.2).

5.15 PROGRESSION BASED ON SUCCESSFUL PERFORMANCE: Employees should receive salary increases for successful performance until they reach the job rate. Employees who perform at less than standard or successful should not receive any in-range adjustment. Employees who have reached the job rate and whose performance exceeds the standard for the job class shall be eligible for exceptional performance awards. Exceptional performance awards may or may not be added to base pay, at the discretion of management and based on budgetary constraints.

5.15.1 Regular Full-time and Regular Part-time Employees shall earn increases based on meeting satisfactory performance of duties in the overall rating, as follows:

A. Normal Progression: Employees who are hired below the job rate and who receive an overall successful performance rating following completion of an initial employment period of not less than six (6) months, become eligible for enrollment in the performance pay system. From the date of employment until the successful conclusion of the probationary period, no salary increase shall be granted. At the end of a successful probationary period, the employee becomes eligible for enrollment in the performance pay system, which shall occur annually during the City's evaluation period for all employees. Employees must achieve at least an overall "successful" rating to be deemed to be eligible for consideration of a salary increase. An employee who receives an overall "successful" rating is not, thereby, guaranteed a salary increase once they reach the job rate. An employee who receives an overall performance rating of "needs improvement" shall not be eligible for consideration of a salary increase. Nothing in this Section shall preclude the City from adopting new evaluation procedures and forms.

B. Promotional Progression: From the date of promotion until the successful conclusion of the probationary period, no salary increase may be granted. When an employee is promoted to a classification with greater salary range, his/her salary increases to an appropriate salary within the range of the new job classification. An employee who is promoted shall be compensated at the salary in the new salary range which is at least five (5%) per cent higher than the salary the employee held in the previous salary range.

All promoted employees who successfully pass their probationary periods are eligible for enrollment in the performance pay system which shall occur annually during the City's evaluation period for all employees annually, again provided they satisfy the eligibility criteria set forth herein.

C. Exceptional Performance Awards: Exceptional performance awards should be based solely on performance that exceeds defined standards or expectations for incumbents in the job class. Exceptional performance awards shall be granted to those employees whose above standard performance is ongoing and their long-term performance indicates that such above standard performance is the norm.

D. Pay for Performance Compensation Methodology: Pay increases shall be based upon individual performance review ratings as follows:

| | <u>Overall Performance Rating</u> | | |
|-------------------------------------------------|-----------------------------------|--------------------|----------------------------------|
| | <u>NI</u> | <u>SU</u> | <u>EX</u> |
| <u>If more than 2 steps below the job rate:</u> | <u>No increase</u> | <u>1 step</u> | <u>2 steps</u> |
| <u>If only one step below the job rate:</u> | <u>No increase</u> | <u>1 step</u> | <u>1 step + Performance Pool</u> |
| <u>If at or above job rate:</u> | <u>No increase</u> | <u>No increase</u> | <u>Performance Pool</u> |

5.20 BILINGUAL COMPENSATION:

5.20.1 Bilingual Pay: Each full-time employee who has qualified for bilingual compensation under Section 5.20.2 shall receive additional compensation of \$.25 per hour. If a Department Director determines that an employee spends more than 50% of his/her work time performing bilingual duties the amount of additional compensation shall be \$.50 per hour. Upon verification of the employee's qualification by the Employee Relations Officer, the employee shall receive bilingual compensation to commence as of the next pay period.

SECTION 6: ATTENDANCE AND HOURS OF WORK

6.05 WORK WEEK AND OVERTIME: The work week for City employees not on the 9/80 Alternate Work Week Schedule shall begin at 12:01 A.M. on Monday, and end at 12:00 P.M. (midnight) on Sunday. The basic work week for full-time employees shall be forty (40) hours, rendered in units of eight (8) hours per day (or as defined in the 9/80 Alternate Work Week Schedule Policy). The City may assign a different work week when it is deemed to be beneficial to the City. Except in cases of emergencies, the City will provide a two-week advance notice of schedule changes.

For any illness or emergency absence from work, the employee must notify his/her supervisor within the first half-hour of normal reporting time unless extraordinary circumstances prevent such notification. Each Department Director is responsible for establishing a specific department call-in policy and procedure, and for insuring that each employee is advised of the policy and procedure.

General non-exempt positions: For general non-exempt positions which do not meet one of the FLSA exemption categories, overtime shall consist of time actually worked in excess of forty (40) hours in a work week. Floating holidays, sick leave, vacation or compensatory time will not be included as time worked for purposes of calculating FLSA overtime. Legal holidays, for which City offices are closed, will be recognized as time worked for purposes of calculating overtime. If state law should change to mandate that public employees be paid overtime after eight hours work in one day, the City agrees to amend Section 6.05 to reflect such change.

All overtime must be authorized in advance by the employee's supervisor. Employees who work unauthorized overtime shall be paid, but are subject to discipline for violation of this policy.

Overtime for general non-exempt employees shall be compensated in one of the following two ways:

- A. As paid time at one and one-half the regular rate of pay; or
- B. As compensatory time accrued at one and one-half the regular rate of pay.

Prior to authorization of overtime, the employee and his/her supervisor shall agree as to how the employee shall be compensated (paid time or compensatory time). If the employee and supervisor cannot agree on the method of compensation, the supervisor may ask another employee to perform the overtime work. If the supervisor requires that a particular employee perform the overtime, but they are unable to agree on the method of compensation, the employee shall be given his/her choice of compensation (paid time or compensatory time). Compensatory time is vested time, and must be used or paid upon termination of employment.

6.10 NO GUARANTEE OF HOURS: Nothing contained in these Policies shall be construed to constitute a guarantee of minimum hours of work per day or per work

week or of days of work per work week, provided that when reasonably possible at least fourteen (14) calendar days advance notice shall be given to each employee whose work hours are to be reduced. When economic conditions dictate, management may direct a reduction of hours, a furlough, or a reduction-in-force.

6.15 STAND-BY AND CALL-BACK POLICY: Policies relating to stand-by and call-back duty shall be established by the Employee Relations Officer. (For more information on stand-by and callback requirements and compensation; reference Section 14.35).

6.20 TIME SHEETS: All City employees must complete electronic time sheets showing hours worked and leave taken. Time sheets must be approved by the individual employee, the employee's Supervisor and Department Director. Time sheets will be reviewed and audited by the Finance Department.

Notice of any correction(s) to the time sheet will be sent to the employee and the Department Director. Such corrections will be deemed final unless questioned by the employee within thirty (30) days after notice of correction has been given to the employee. Unresolved matters may be taken to the Employee Relations Officer for review and recommendation. Final determination shall be made by the Employee Relations Officer.

6.25 ABANDONMENT OF EMPLOYMENT: An employee who is absent, without authorized leave, for three (3) or more consecutive work days is deemed to have resigned his/her employment with the City. If the Department Director, with the concurrence of the Employee Relations Officer, determines that extenuating circumstances exist, the resignation may be rescinded, in which case, the absence may be covered by leave, with or without pay, if so approved by the Employee Relations Officer.

6.30 LUNCH AND BREAK POLICY: Employees may take one break in the morning (before 11:00 a.m.) and one in the afternoon (after 2:00 p.m.). Break periods shall not exceed fifteen (15) minutes, and shall not be added to lunch periods nor used as comp time earned if employee chooses not to take them during the designated time periods.

Non-compensated lunch periods shall be at least thirty (30) minutes, but no more than sixty (60) minutes per day. Employees are expected to conform their lunch hours in accordance with department schedules. As department schedules may not permit all employees to take lunch between 12:00 noon and 1:00 p.m., the Department Director may authorize staggered lunch periods throughout the late morning and early afternoon.

Break and lunch periods may be taken only in the time period for which they are designated and may not be accrued. Lunch periods may not be waived and accrued as comp time for purposes of increasing an employee's leave bank. Extenuating circumstances, as determined by the immediate Supervisor, may establish cause for variation from the scheduling of break and lunch periods.

part of the employee to report to work promptly at the expiration of the leave shall result in the employee being deemed to have resigned from employment.

7.25 FAMILY AND MEDICAL LEAVE:

7.25.1 Statement of Policy

To the extent not already provided for under current leave policies and provisions, the City will provide family and medical care leave for eligible employees as required by State and Federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (as revised in January, 2009) ("FMLA"), and the regulations of the California Family Rights Act ("CFRA"). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA. Employees may use any accrued leave for the purposes of FMLA leaves, or the time off may be taken as leave without pay.

7.25.2 Definitions

A. "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

B. "Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child.

A child is "incapable of self-care" if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living - such as, caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.

C. "Parent" means the biological parent of an employee or an individual who stands or stood *in loco parentis* (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.

D. "Covered Servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or in outpatient status; or is on the temporary disability retired list.

E. "Spouse" means a husband, wife, or registered domestic partner as defined or recognized under California State law for purposes of marriage. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the

marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex or common law marriage that either:

(1) Was entered into in a State that recognizes such marriages; or

(2) If entered into outside of any State, is valid in the place where entered into and could have been entered into in at least one State.

State means any State of the United States or the District of Columbia or any Territory or possession of the United States.

F. “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:

1. Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom), or

2. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

a. A period of incapacity (i.e., inability to work, or perform other regular daily activities due to serious health condition of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition) that also involves:

i) Treatment of two or more times by a health care provider, by a nurse or physician’s assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by, a health care provider within thirty (30) days from the first day of incapacity, absent extenuating circumstances, and the first medical visit must take place within seven (7) days of the first day of incapacity; or

ii) Treatment by a health care provider within seven (7) days of the first day of incapacity on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.

SECTION 14: EMPLOYEE BENEFIT PLAN

In order to establish an equitable system of working hours, compensation, and benefits, the City Council will, from time to time, establish a Benefits Plan, which will define separate benefit categories for compensation, benefits, and accrual rates, depending upon the nature of the position. An Employee, other than a City Council Member, must work a minimum of thirty (30) hours per week to be eligible for the health benefit plan offered by the City. An Employee who works between thirty (30) and forty (40) hours per week (other than employees participating in the Alternate Work Week Schedule) will receive 75% of the contribution the City pays for a full-time Employee and/or dependent(s).

14.05 HEALTH, DENTAL, VISION AND LIFE INSURANCE BENEFITS:

A. Benefits for City Employees shall be provided as outlined in the City's Health Benefit Plan. Further information on these benefits may be obtained by contacting Human Resources. Regular Employees working less than thirty (30) hours per week and temporary Employees are not eligible for any health benefits. The City retains the right to alter the benefit plan, if it finds such changes to be in the best interest of the City.

B. At-will Employees shall be provided benefits as outlined in the contract negotiated for each position.

C. An employee who provides the City evidence of medical insurance under a separate policy and requests to be deleted from the City's coverage shall receive \$250 per month as an in lieu payment. Should such other coverage subsequently be unavailable to the employee, the employee shall have the right to seek reinstatement to coverage under the City's policy upon written request. In such a case, the City shall reinstate the employee's coverage and cancel the in lieu payment if reinstatement is permitted under the provisions for reinstatement then in effect with the City's health insurance provider.

14.06 PATIENT PROTECTION AND AFFORDABLE CARE ACT (ACA)

Statement of Intent:

To the extent not already provided for under current health and welfare benefit policies and regulations, the City of La Quinta ("City") will provide benefits for eligible employees as required by the Patient Protection and Affordable Care Act ("ACA") enacted on March 23, 2010, including the Internal Revenue Code Section 4980H Shared Responsibility for Employers Regarding Health Care Coverage. The City is considered a "large employer" for the purposes of the Shared Responsibility Provisions (Section 4980H to Title 26 of the United States Code, the Internal Revenue Code) of the ACA.

The Internal Revenue Service will assess a penalty on the City if (1) it fails to offer "substantially all" of its benefit eligible employees (and their dependents) the opportunity to enroll in minimum essential coverage or offers coverage to "substantially all" of its benefit eligible employees (and their dependents) that is

either “unaffordable” or does not provide “minimum value” and (2) any benefit eligible employee receives a subsidy for coverage through the exchange (“Penalty”).

This Personnel Policy (“Policy”) establishes the “Look Back Measurement Method Safe Harbor” (“Look Back Safe Harbor”) under the ACA. The City establishes this Look Back Safe Harbor for the purposes of managing any potential Penalty.

This policy also establishes the Affordability Safe Harbors to determine affordability for purposes of managing any potential Penalty.

Definitions:

For purposes of this policy, the following definitions shall apply:

1. Benefits: The Fixed Monthly City Contribution as provided under the City Council adopted Memorandum of Understanding in effect at the time with the La Quinta City Employees’ Association.
2. Benefit Eligible Employee:
 - a. An employee hired into a budgeted position (as included in the Authorized Positions – Salary Ratings Schedule) for an indefinite period of time and scheduled to regularly work thirty (30) or more hours per week;
 - b. A member of the City Council; or
 - c. An Hourly/Seasonal/Temporary (HST) employee that:
 - i. Is determined to have worked at least thirty (30) hours per week after the City has analyzed the total hours of work during either the employee’s Initial Measurement Period or Standard Measurement Period; or
 - ii. Effective January 1, 2015, reasonably expected to work thirty (30) hours or more per week.
3. Variable Hour Employee: An Hourly/Seasonal/Temporary (HST) employee that at the time of hire is not reasonably expected to work an average of thirty (30) hours per week.
4. On-Going Employee: An employee hired on or before November 2, 2013, or has completed at least one full Standard Measurement Period.
5. New Employee: An employee hired after November 2, 2013, and has not completed their Initial Measurement Period.

Policy:

1. Look Back Measurement Method Safe Harbor – Ongoing Employees: The City establishes the Look-Back Safe Harbor with regard to all ongoing employees as follows:

Standard Measurement Period: November 2 through November 1 (starting November 2, 2013 and continuing each year thereafter)

Administrative period: November 2 through December 31 (starting November 2, 2014 and continuing each year thereafter)

Stability period: January 1 through December 31 (starting January 1, 2015 and continuing each year thereafter.)

If an ongoing employee's employment status changes (as benefit eligible or not benefit eligible) before the end of a Stability Period, the change in status will not affect the classification of that employee's status for the remaining portion of the Stability Period.

New Employees: Beginning January 1, 2015, on the start date of a new employee the City will determine whether the employee is reasonably expected to be a benefit eligible employee. If the employee is reasonably expected to be a benefit eligible employee the City will offer health coverage before the end of the employee's first 60 days of employment.

New Variable Hour Employees: If, based on the facts and circumstances, on the start date of a new employee the City is unable to determine that the employee is reasonably expected to be employed an average of at least thirty (30) hours per week over the initial measurement period, then the employee is considered a variable hour employee.

The City establishes the following measurement periods for new variable hour employees:

Initial Measurement Period: Twelve months (beginning on the first of the month following the start date, unless the start date is the first of a calendar month in which case the period will start on that date)

Administrative period: One calendar month (beginning the first of the month following the end of the Initial Measurement Period)

Stability period: Twelve months following the administrative period unless the new variable hour employee does not measure as a benefit eligible employee during the initial measurement period, then the stability period associated with the initial measurement period must not exceed the remainder of the standard measurement period (plus any associated administrative period).

Transitioning from New to Ongoing Employee: The City will measure the hours of a new variable hour employee during the first complete standard measurement period for which he/she is employed. This means that a new employee's status may be tested under an initial measurement period and at the same time be measured under the overlapping standard measurement period.

a) If an employee measures as benefit eligible during the initial measurement period, he/she will retain benefit eligible status for the entire associated stability period (even if the employee does not qualify as benefit eligible during the standard measurement period).

b) If an employee does not measure as benefit eligible during the initial measurement period, but qualifies as benefit eligible during the standard measurement period, the employee must be treated as benefit eligible during the stability period associated with the standard measurement period (even if that means coverage must be offered before the end of the stability period associated with the initial measurement period).

Breaks In Service: When an employee experiences a break in service without providing at least one hour of service, the employee will retain the status the employee had previously with respect to any stability period, except that an employee will be treated as a new employee:

a) if the employee resumes employment after a period of at least 26 consecutive weeks with less than an hour of service; or

b) if the employee's period of no service (measured in weeks) is at least four consecutive weeks long and exceeds the number of weeks of that employee's period of employment immediately preceding the period of no service.

Hours of Service Calculation: Hours of service means each hour for which an employee is paid, or entitled to payment by the City for a period of time during which no duties are performed due to comprehensive annual leave, compensatory time off, holiday, jury duty, or military duty. The City will calculate actual hours of service and hours for which payment is due for hourly employees. For non-hourly employees, the City will apply one of three methods on a reasonable and consistent basis:

a) calculate actual hours of service and hours for which payment is made or due;

b) calculate hours of service using a days-worked equivalency (8 hours per day for each day employee is credited with an hour of service); or

c) calculate hours of service using a weeks-worked equivalency (40 hours per week for each week employee is credited with an hour of service)

Hours Based On Payroll Periods: The City has two options for calculating hours based on payroll periods. The City may exclude the entire payroll period that contains November 2 (the first day of the Standard Measurement Period), as long as it includes the entire payroll period that contains November 1 (the last day of the Standard Measurement Period). Alternatively, the City may exclude the entire payroll period that contains November 1 (the last day of the Standard Measurement Period), as long as it includes the entire payroll period that contains November 2 (the first day of the Standard Measurement Period). The option chosen will be applied on a uniform and consistent basis for all employees.

Special Unpaid Leave: Special Unpaid Leave is defined only as unpaid leave under the Family and Medical Leave Act of 1993, unpaid leave under the Uniformed Services Employment and Reemployment Rights Act of 1994, or unpaid leave on account of jury duty. When an employee takes special unpaid leave to determine hours of service the City will compute the average after excluding any periods of special unpaid leave during the measurement period and apply that average for the entire measurement period.

2. Affordability Safe Harbors - The City intends to apply the Rate of Pay Safe Harbor to determine the affordability of the minimum essential coverage that it offers its benefit eligible employees. The City in its sole discretion may also apply the Form W-2 Safe Harbor or Federal Poverty Line Safe Harbor. These affordability safe harbors will be applied on a uniform and consistent basis for all employees in a reasonable category.

Rate of Pay Safe Harbor

- a. The City measures whether the employee's required contribution for the calendar month for the lowest cost self-only coverage that provides minimum value exceeds 9.5 percent of an amount equal to 130 hours multiplied by the employee's hourly rate of pay as of the first day of the coverage period.
- b. The City may use this safe harbor only if the City does not reduce the employee's wages during the calendar year (with respect to the employees for whom the City applies the safe harbor).
- c. If rate of pay increases during the year, the City will use the lowest rate of pay for the year in the calculation.
- d. The coverage offered by the City will be deemed affordable if the employee's monthly contribution is equal to or less than 9.5 percent of the monthly wage.

Form W-2 Safe Harbor

- a. The City measures whether the employee's required contribution for the calendar month for the lowest cost self-only coverage that provides minimum value exceeds 9.5 percent of the Form W-2 wages (as reported in Box 1) for the employee from the employer for the calendar year in which coverage is offered.
- b. The coverage offered by the City will be deemed affordable if the employee's contribution is equal to or less than 9.5% of the employee's Form W-2 wages as reported in Box 1.

Federal Poverty Line Safe Harbor

- a. The City measures whether the employee's required contribution for the calendar month for the lowest cost self-only coverage that provides minimum value exceeds 9.5 percent of a monthly amount determined as the Federal Poverty Line (FPL) for a single individual for the applicable calendar year.
- b. The coverage offered by the City will be deemed affordable if the employee's monthly contribution does not exceed 9.5 percent of the monthly FPL for a single individual for the applicable calendar year.

14.10 HOLIDAYS: Days which are designated as paid holidays by the City Council shall be legal holidays for City employees unless otherwise specified. Each holiday shall be considered eight (8) hours. A holiday falling on Sunday will be observed the following Monday. A holiday falling on Saturday will be observed the previous Friday.

14.10.1 Regular full-time employees are entitled to the following ten (10) paid holidays each year:

| | |
|---------------------------------|---------------------------|
| New Year's Day | January 1 |
| Dr. Martin Luther King, Jr. Day | 3rd Monday in January |
| Presidents' Day | 3rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | 1st Monday in September |
| Veterans' Day | November 11 |
| Thanksgiving Day | 4th Thursday in November |
| Day after Thanksgiving | Friday after Thanksgiving |
| *Christmas Eve Day | December 24 |
| Christmas Day | December 25 |
| *New Year's Eve Day | December 31 |

*Christmas Eve (December 24) and New Year's Eve (December 31) in the event those days fall on a weekday are considered paid holidays, and all employees shall receive eight (8) hours of holiday pay for each.

In the event an employee is required to work on a holiday, he/she shall be entitled to: (1) a minimum of four (4) hours straight time (either paid or in compensatory time); (2) eight (8) hours Holiday Pay; and (3) if the minimum four hours takes the employee over forty (40) hours for the work week, he/she shall be paid at time and one-half for all hours worked over 40.

In the event of a conflict between any provision of this section and Section 14.35.5 (Call-back), the affected employee shall be given the greatest benefit provided under the two sections.

Floating holidays:

Regular full-time employees are also entitled to ~~twenty-sixteen~~ (2016) hours of floating holidays each calendar year, to be selected by the employee provided the employee's supervisor deems the selected day(s) compatible with work schedules. All floating holiday hours must be taken within the calendar year in which they are earned.

In the event of the employee's failure for any reason to take such floating holiday hours during any calendar year or prior to his/her termination of employment with the City, he/she shall be entitled to compensation for the floating holiday hours not used.

- C. No vacation shall be credited for time during which a regular employee is absent from duty without pay in excess of thirty (30) days.
- D. All vacations shall be requested in writing in advance, and taken at such time as approved by the Department Director. The Department Director shall either approve or deny a vacation request within three (3) work days after receiving the request. Failure to obtain prior written approval may result in loss of pay for unapproved time off.
- E. Each accrued vacation day shall be considered eight (8) hours.
- F. Vacation leave may be taken in any increment of minutes, approved by management.
- G. Illness during a vacation period shall not be considered as sick leave.
- H. Employees absent due to sick leave or other approved leave of absence shall continue to accrue vacation leave unless such absence exceeds thirty (30) consecutive days, in which case there shall be no accrual of vacation leave during the period of absence.

14.15.3 Regular Part-time Employees who work at least thirty (30) hours per week shall receive vacation benefits on a pro rata basis, calculated by the number of hours worked as a percentage of a forty (40) hour work week. Employees in this category may accrue up to 160 hours of vacation leave.

14.15.4 Vacation Buy-Back:

A. Mandatory Buy-Back

Vacation hours may be accumulated and carried over to succeeding calendar years up to a maximum accrual of 320 hours. Accrued vacation hours which exceed 320 hours as of the last pay period of November of each year shall be paid at the employee's regular rate of pay as time worked and shall be issued as a separate check in December.

B. Optional

In addition to the above, employees with a minimum of 80 hours of accrued vacation time as of the last pay period ~~in May or in~~ November in any calendar year, may receive pay at the employee's regular rate of pay, for a portion or the entire amount over 80 hours, ~~provided that the employee's vacation bank has been reduced by at least 40 hours of vacation in the prior year between December 1 and November 30.~~ Any employee desiring to exercise this option must make a written request to the Finance Director no later than May 15 or November 15 in the calendar year for which vacation buy back is sought. The buy-back pay will be issued as a separate check in June or December.

C. Regular Part-Time Employees

Regular Part-Time employees with a minimum of 60 hours of accrued vacation time as of the last pay period in November in any calendar year, may receive pay at the employee's regular rate of pay, for a portion or the entire amount over 60 hours, provided that the employee's vacation bank has been reduced by at least 30 hours of vacation time in the prior year between December 1 and November 30. Regular, part-time employees wishing to exercise this option must make a written request to the Finance Director no later than November 15

14.20 SICK LEAVE: Sick Leave shall be allowed only in case of necessity and actual sickness or disability of the employee and employee's dependents (as "dependent" is defined in Section 1.25.20 of these Personnel Policies). Sick Leave is not an earned right to time off from work. If an employee is to be absent from work due to illness or other allowable reason, the employee must notify the Supervisor by telephone within the first half hour of normal reporting time, or earlier if possible.

An employee's preventative medical and dental appointments (within reason) and dependent care ("dependent" is defined in Section 1.25.20 of these Personnel Policies) are acceptable uses of sick leave. The City's policy for Sick Leave accrual and "buy-back" is as follows:

14.20.1 Use of Sick Leave: Sick Leave shall be used for illness, off-duty, non-work connected injury, physical examination, including eye examinations, dentist appointments, or other commonly accepted health related matters.

14.20.2 Eligibility: All full-time regular employees are eligible for Sick Leave after completing three (3) months of service, ~~At~~ which time sick leave, in an amount which would have been earned during the first three (3) months period, will be credited to the employee's Leave Account in a lump sum and is available for use.

All regular part-time employees who work less than 30 hours per week, in accordance with "The Healthy Workplaces, Healthy Families Act of 2014" which takes effect July 1, 2015, shall earn 24 hours of paid sick leave per calendar year (paid at their hourly rate) in each year of employment. Regular Part-time Employees who, on or after July 1, 2015, work in California for 30 or more days within a year from the commencement of employment, are eligible to use accrued paid sick leave beginning on the 90th day of employment, at which time sick leave of 24 hours (or such pro-rated amount as is warranted based on start date) will be credited to the employee's Leave Account in a lump sum and is available for use. Accrued paid sick leave does not carry over to the following year, but will be paid out at the rate of 50% on the final paycheck in December each year, or upon termination if same occurs earlier than the end of the calendar year.

14.20.3 Number of Hours Sick Leave Allowed: The employees shall be credited with eight (8) hours per month of work, or major fraction thereof.

14.20.4 Excessive Absenteeism or Tardiness: An employee may be disciplined for excessive absenteeism or tardiness (excused or not) which affects the employee's ability to perform assigned duties; interferes with the efficient or effective operation of City programs, or establishes a pattern of abuse or neglect. Each situation of excessive absenteeism or tardiness shall be evaluated on a case-by-case basis (exceptions may include FMLA leave or other approved leaves of absence).

Discipline under this Section shall be subject to the progressive discipline guidelines outlined in Personnel Policy Section 9.05.

14.20.5 Definitions:

- a. Sick Leave: absence for health related matters of the employee or dependents of the employee (as defined in Section 1.25.20 of these Personnel Policies).
- b. Improper Use of Sick Leave: Evidence substantiating any improper use of sick leave, use of such leave for anything other than a bona fide reason, or any violation of the rules herein shall be considered grounds for disciplinary action, up to and including termination.
- c. Misuse of Sick Leave: Use of sick leave for that which it was not intended or provided.
- d. Pattern Abuse: Consistent periods of sick leave usage, for example:
 - i. Before and/or after weekends.
 - ii. Any one specific day.
 - iii. Half days.
 - iv. Continued pattern of maintaining zero or near zero sick leave balances.
 - v. Excessive absenteeism – use of more sick leave than accrued or granted.

14.20.6 Sick Leave Pay Back:

A. City agrees to provide Sick Leave pay back upon employee's termination, as follows:

| | |
|-------------------------------------------|-------------|
| 2 through 4 years of service | 25% |
| 5 through 9 years of service | 50% |
| 10 through 19 years of service | 75% |
| <u>20 years of service and up</u> | <u>100%</u> |

B. Mandatory Pay Back: A maximum Sick Leave accrual of four hundred eighty (480) hours shall be established. If the maximum accrual of Sick Leave has been reached as of the last pay period in November in any calendar year, employee shall be reimbursed for the number of Sick Leave days that would have been accrued and unused above the maximum, according to the formula used for Sick Leave pay back upon employee termination, as above.

C. Optional Pay Back: Employees have the option to be reimbursed for accrued and unused sick leave above 240 hours up to 480 hours ~~twice~~once every year for accruals through the last pay period in May or November. The sick time pay back will be issued as a separate check in June or December.

C.D. City agrees to provide short-term disability insurance coverage. The actual terms and benefits of the City's Disability Leave are governed by the disability insurance program in effect at the time the disability leave is requested.

(A) The employee is physically or mentally unable to perform his or her duties due to illness, injury, or a medical condition of the employee.

(B) The absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the employee.

(C) The absence is for other medical reasons of the employee, such as pregnancy or obtaining a physical examination. "Sick leave" does not include any benefit provided under an employee welfare benefit plan subject to the federal Employee Retirement Income Security Act of 1974 (Public Law 93-406, as amended) and does not include any insurance benefit, workers' compensation benefit, unemployment compensation disability benefit, or benefit not payable from the employer's general assets.

14.25 BEREAVEMENT LEAVE: Employees shall be allowed ~~thirty-two (32) twenty-four (24)~~ hours Bereavement Leave in the event of death of an immediate family member as defined in Section 1.25.57. Regular, part time employees who work at least thirty (30) hours per week shall be allowed ~~twenty-four (24) eighteen (18)~~ hours of Bereavement Leave. There is no annual restriction on the number of bereavement leaves required by an employee. Initial probationary employees are not eligible for bereavement leave until after the first three (3) months.

14.30 ADMINISTRATIVE LEAVE: The following designated employees will receive Administrative Leave days. The probationary status of such employees will not preclude the accrual and/or utilization of administrative leave.

14.30.1 Executive Management: The following positions shall receive eighty (80) hours of Administrative Leave per calendar year:

City Clerk
City Manager
Community Development Director
~~Deputy City Manager/Community Services Director~~
Finance Director/Treasurer
~~Deputy City Manager~~
Public Works Director/City Engineer

If any of the above positions have a written employment contract with the City, administrative leave will be negotiated on a case by case basis, and the eighty (80) hours shall not apply.

14.30.2 Professional/Administrative/Management Employees: The following FLSA exempt positions shall receive forty (40) hours of Administrative Leave per calendar year:

Accounting Manager
Assistant Civil Engineer

Associate Engineer
Associate Planner
Building Official
Business Analyst
Golf, Parks & Facilities Manager
Maintenance Manager
Management Analyst
Management Assistant
Human Resources/Risk Manager
Planning Manager
Principal Planner
Principal Engineer
Construction Manager/ Inspection Supervisor

14.30.3 Accrual and Use: Upon hire, employees are credited a prorated amount of Administrative Leave upon appointment. The prorated amount of Administrative Leave to be accrued for the calendar year may be used at any time during the year subject to the Supervisor's approval. Administrative Leave is available for use by probationary employees, at the discretion of the Department Director.

If an employee terminates, the employee will only be paid for the prorated Administrative Leave earned to the date of termination. If the employee who terminates has not earned enough prorated Administrative Leave to cover Administrative Leave used prior to termination, the remaining balance due shall be subtracted from any Vacation or Sick Leave buy out, or earned salary that the employee may be due upon termination.

Administrative Leave should not be accrued beyond calendar year end and is encouraged to be taken. It should be utilized within the calendar year it is earned. The Employee Relations Officer may allow carry-over accrual when circumstances warrant.

14.35 OVERTIME COMPENSATION: Overtime compensation shall be provided to City employees as follows:

14.35.1 Executive Management, Middle Management and Professional/Administrative.

Management Employees are salaried employees and shall not receive overtime compensation.

14.35.2 General Non-exempt and Part-time Employees may receive overtime compensation in the form of paid time or compensatory time off, at a pay rate of time and one-half, for all hours worked in excess of forty (40) in one work week. For purposes of calculating overtime, floating holidays, sick leave, compensatory time used, and vacation will not be counted toward the 40-hour work week. All overtime must be approved by the Department Director prior to any accumulation of hours.

business meetings and travel and the reporting thereof and may not be all-inclusive. The reasonableness of any unforeseen situations will be decided upon by the City Manager for employee expenditures and by the City Council for elected and appointed officials' expenditures.

POLICY:

1. AUTHORIZED EXPENSES

City funds, equipment, supplies (including letterhead) and employee time must only be used for authorized City business. The following types of expenses generally constitute authorized expenses, provided that other requirements of the policy are met:

- A. Communicating with representatives of regional, state and national government on City-adopted policy positions;
- B. Attending educational seminars designed to improve officials' skill and information levels;
- C. Participating in regional, state, and national organizations whose activities affect the City's interest;
- D. Recognizing service to the City (for example, thanking a longtime official or employee with a retirement gift or celebration of nominal value or cost);
- E. Attending City events;
- F. Implementing a City-approved strategy for attracting or retaining business to the City of La Quinta, this will typically involve at least one staff member;
- G. City Council stipends for cellular use, as provided in Section 1.98 Cell Phone Use Policy of these policies by City Municipal Code Section 2.04.050, based on increased cellular phone use charges.

2. RESPONSIBILITY

All persons subject to this policy have the responsibility to determine the reasonableness of travel costs, as justified by the nature of travel. The intent is to account for actual and necessary reimbursable expenses while each City Council member, member of a City legislative body or employee accomplishes City goals as reasonably as possible. This policy is not intended to address every issue, exception or contingency that may arise in the course of City travel or attendance at meetings. Accordingly, the basic standard that should prevail is to use good judgment in the use and stewardship of City funds. Any deviations from this policy should be approved by the City Council.

The City Manager shall administer and be the approving authority for the expenditure of travel and expense funds in accordance with appropriations made by the City Council in the annual adopted budget for all City employees and City legislative bodies, with the exception of the appropriations made for City Council members travel.

Personal and City travel must not be commingled in such a manner as to increase allowable expense or otherwise affect adversely the interest of the City.

Expense claims for meals including people other than the claimant shall include the following information:

1. Date expense incurred
2. Parties participating
3. Purpose of the meeting

Itemized meal receipts are required.

9. OTHER ALLOWABLE EXPENSES

The following expenses shall be permissible, subject to other provisions of this policy to the extent that they are actual and necessary:

- A. Incidental transportation expenses, such as ferry fares; bridge, toll road and vehicle parking fees;
- B. Telephone and facsimile charges for official business;
- C. ~~Personal telephone calls are allowable, not to exceed \$25 per day;~~
- ~~D.~~ Reasonable fees and tips paid to waiters, porters, baggage handlers, bellhops, hotel maids, and other service personnel; and
- ~~DE.~~ Business related entertainment functions that are attended to promote City related business objectives are allowable, as long as detail is provided stating who attended and what subjects were discussed.

10. NON-ALLOWABLE EXPENSES

Personal expenses are not allowable. These may include, but are not limited to:

- A. Barber and/or beauty shop charges
- B. Fines for traffic violations
- C. Private automobile repairs
- D. Expenses of any persons accompanying the person subject to this policy on the trip (except as noted in Section ~~98~~(~~DE~~))
- ~~E.~~ ~~Personal telephone calls (except as allowed in Section 8(c))~~
- ~~EF.~~ Purchase of personal items
- ~~FG.~~ Fitness/Health Facilities or Massages
- ~~GH.~~ Political contributions
- ~~IH.~~ Alcohol

Expenses that are not otherwise listed or identified in this policy shall require prior approval at a public hearing of the City Council pursuant to Government Code section 53232.2(f).

11. SETTLEMENT OF EXPENSES

All covered persons are responsible for the accurate preparation of their claims, and the responsibility of omission or commission cannot be shifted to another individual. A "Travel Expense Report" (obtainable in the Finance Department) substantiated by receipts which verifies the claimed expenditures as being an actual expense, must be submitted to the City Manager within ten (10) days of the expense being incurred or

**CITY OF LA QUINTA
Computer Loan Program
Criteria**

The following criteria apply to the Computer Loan Program for the City of La Quinta, California:

ELIGIBILITY

All full-time employees who have completed probation are eligible. This is strictly a volunteer program and the employee will use their own time and expense in order to participate. Also, program parameters such as the maximum loan amount, interest rate and scope of the program, will be evaluated on an annual basis.

SCOPE

The City has adopted a Windows 7 operating system. ~~All computers and other hardware must be compatible with the Windows operating system to be eligible.~~

The following items are eligible for inclusion in the loan amounted:

Desktop cComputers, laptops, tablets, printers, monitor, scanner, backup devices, hard drive, CD/DVD ROM drives, surge protector, wireless routers, speakers, battery backup, upgrading current equipment, including memory, ~~CPU motherboard components~~ and warranty costs ~~for up to a one-year period~~. Software that is commonly used at the City is eligible. Normal installation costs, protection plans and sales tax are also included.

The following items are not included:

Software (not included as loaded software in the computer purchase unless commonly used at the City) and Internet software and service charges.

The City Manager may approve items not included within the scope of this section.

FREQUENCY

~~Two drawings will be held each fiscal year on July 31 and January 31. An employee may apply for participation in the program at any time by contacting Human Resources and submitting an application form.~~ After an employee has participated in the program, the employee will not be eligible again until all loans are repaid in full and for the next twenty four (24) months after the date of their previous drawing.

AMOUNT OF LOAN

A maximum of \$1,750 will be reimbursed to the City within 2 years. In the event that an employee is eligible to receive the entire \$1,750 and spends less, the remaining amount cannot be carried over to the next year. For example, if an employee receives approval to spend up to \$1,750 and only requires \$1,000, the remaining amount of \$750 cannot be loaned in future years. Loans are awarded based on the availability of funds.

INTEREST RATE

The interest rate is five percent (5%) per year simple interest payable in 26 or 52 equal installments from the nearest payroll date of the loan. A \$1,750 loan would be repaid in accordance with Attachment No. 1. Early payoff of loans will be for the outstanding principal at the next payroll date after notification.

SELECTION PROCESS

Eligible employees must submit an Intent to Participate form— in order to be considered for the loan. Each loan request will be processed upon submission, by July 31st and January 31st of each year, subject to approval and available funds.

Employees will be classified grouped into two groupclasses - New Participants and Repeat Participants. A separate drawing will be held for each class. New participants have priority over repeat participants. Repeat participants are not eligible for a new loan drawing until all new participant requests have been approved and 24 months from their previous drawing have passed and all loans are repaid. Any participant who has defaulted on a previous loan is ineligible for future loans.

The Human Resources/Risk General Services MManager will track conduct a duly witnessed random blind drawing to the receipt of loan requests to determine the selection order of eligible employees. The first name drawn will be the first in the selection process and will continue. Funding of the approved loan requests will continue until available funded slots are filled. A list of each employee participating in the program and the order selected will be compiled and will be available on request. Employees have sixty days to complete their purchase from the date of being notified of their eligibility ~~the drawing or when they become eligible, if later.~~

Each year the City will determine the amount that may be loaned for the Computer Program. No carryover of unused funds to the next fiscal year is allowed.

As an example, 16 employees apply for the program but only 15 employees apply by July 31st. Only 15 employees are eligible for the drawing. The 16th employee may apply at the January 31 drawing. If the City determines that it can fund \$17,500 or (10 x \$1,750) 5 employees will initially not be eligible for the program. A random drawing is held and 10 numbers are ranked from 1 - 10. The 10 employees purchase their equipment and they do not spend their entire allocation leaving \$3,500. The remaining \$3,500 would be assigned to employees 1 and 2 at the January drawing.

EMPLOYEE RESPONSIBILITIES

The employee is responsible for application to the Computer Loan Program ~~by July 31st and January 31st~~ of each fiscal year.

The employee is responsible for purchasing the equipment within sixty days of award, handling vendor complaints, and maintaining service of the equipment. The computer equipment will be purchased by the employee in the employee's name. The City's only role is to provide loans for the purchase and the collection of the loan.

The City loan is for the purchase of computer equipment and eligible software with payment by the City for its portion made payable to the computer vendor and not to the employee. The City will give the check payable to the vendor to the employee. If the employee purchase is for more than the City loan amount, the employee is responsible for the difference. The City will not be responsible for any difference nor will it cosign for any loans. In addition, no City purchase order may be used for any purchase nor may any employee verbally or in writing represent that the City is purchasing equipment for its use. If the purchase price is greater than \$1,750, the employee must make arrangements with a vendor to accommodate this method of payment.

Prior to any payments being made, the employee must submit a sales quote for the items being selected to ~~the Human Resources/General Services Manager~~. After being reviewed for eligibility, the employee will be notified of any items not qualifying under the Program. After the sales quote has been reviewed and modifications made, a check to the computer vendor will be produced. The vendor check will be given directly to the employee. The employee will then produce a final invoice to the Finance Director evidencing the transaction. The City will not make a loan if the previously described steps have not been complied with. For instance, the City will not reimburse an employee after a purchase has been made by the employee.

REPAYMENT

The employee will sign a slip authorizing withholding of the principal and interest amount from future paychecks and authorizing the City to withhold any remaining principal and interest still due and owing from their final paycheck, in the event the employee leaves City service before the loan is repaid. If the loan amount exceeds the final paycheck after all other withholdings are made, the employee will pay the remaining principal amount due with personal funds within one week of leaving City service. It is the employee's responsibility to make payment. If such payment is not made within seven days, the employee is deemed to have defaulted on the loan. The City will commence actions it deems necessary to collect on the remaining loan. Interest will continue to accrue after default until repaid in full. Interest may accrue past the two-year term of the loan if still in default at the end of the second year.

The City may turn the defaulted loan over to a collection agency, Small Claims Court,

City legal resources or other measures necessary for collection. The City will attempt to recover any costs expended on collecting the loan from the employee.

VENDOR SELECTION

The City has not specified one particular vendor nor does it recommend a particular vendor. The employee is responsible for selecting a vendor and negotiating the price, warranty and other terms of the purchase. ~~The City will only pay for up to one year of warranty costs if the employee has an interest in this area. Those items are listed in the Scope Section of this Policy.~~

The employee is responsible for any mailing and service charges not covered by any warranties.

USE OF COMPUTERS

~~The City does not restrict the use of this equipment to its employees. The City encourages employees to use the computers. Employees may not claim hours worked at home. The City's only criterion is that the computers remain in the employee's residence during the term of the loan and be Windows 7 compatible.~~

~~If the equipment is returned or sold before the end of the loan, the outstanding principal and any accrued interest will continue to be due and owing to the City, and payroll deductions will continue until such time as the loan is repaid in full. Returning merchandise purchased under this program for a cash refund or exchange for other than items permitted under this computer loan policy is strictly prohibited. ~~to the next payroll date are due and payable. If the loan amount exceeds the paycheck, the repayment process described previously will be followed.~~~~

EARLY DUE DATE OF LOAN

The loan is for a one- or two-year period unless the employee leaves City employment, following events occur in which case the principal and interest is due from the final paycheck on the next payday:

- Sale of the Computer
- Moving the computer from the residence
- Return of equipment to the vendor

ATTACHMENT

The attached form will be used to document the transaction.

The City of La Quinta
CLASS SPECIFICATION

EXHIBIT B

Administrative Assistant

| <u>CLASS SERIES</u> | <u>BAND/GRADE/SUBGRADE</u> | <u>FLSA STATUS</u> |
|---------------------|----------------------------|--------------------|
| Administrative | A11 | NE |

CLASS SUMMARY:

This class is the first level in a two-level series. Incumbents perform basic, recurring routine functions such as reception, mail handling, filing, data entry, facility/room/event scheduling, typing, and general customer service.

DISTINGUISHING CHARACTERISTICS:

Employees in this classification follow well-defined policies and procedures that can be learned readily through on-the-job training. After employees become familiar with procedures, they may work with some independence. This job class requires the use of tact, courtesy and discretion in communications and customer service.

ESSENTIAL DUTIES:

This class specification represents only the core areas of responsibilities; specific position assignments will vary depending on the needs of the department.

Provides administrative support to assigned management staff.

Prepares, proofreads, duplicates and files a wide variety of documents and correspondence, including confidential information.

Performs reception activities such as answering and transferring incoming phone calls, taking messages, greeting visitors and giving directions to the public; may operate a central PABX telephone system.

Assists with sorting and distributing incoming mail.

Assists in office supply ordering, inventory and reconciling deliveries to receipts.

Assists in a variety of functions such as mailing and publication of newsletters, maintaining mailing lists and establishing/maintaining a filing and retrieval system.

Performs other duties of a similar nature and level as assigned.

The City of La Quinta
CLASS SPECIFICATION
Administrative Assistant

POSITION SPECIFIC RESPONSIBILITIES MIGHT INCLUDE:

~~Positions assigned to Administrative Assistant/Receptionist (Customer Service)ommunity Development/City Clerk's Office) may also be responsible for:~~

- ~~• Providing main receptionist function for City, including answering and directing all incoming calls, and greeting all incoming/outgoing visitors;~~
- ~~• Reviewing all area media for city-related news, clipping and scanning articles, and maintaining historic scrap books;~~
- ~~• Routing of all City incoming mail; reviewing and distributing department's mail~~
- ~~• Scanning, reviewing for quality control, and attaching Development Services related documents in the permitting software and LaserFiche;~~
- ~~• Preparing and posting department related items on the City's website, including permit applications, weekly garage sale list, special events, etc.; and~~
- ~~• Tracking and maintaining Customer Service related statistical data and reports as applicable to department metrics.;~~
- ~~• Providing main receptionist function for City, including answering and directing all incoming calls, and greeting all incoming/outgoing visitors;~~
- ~~• Reviewing all area media for city-related news, clipping and scanning articles, and maintaining historic scrap books;~~
- ~~• Programming the council meeting audio recordings on the website;~~
- ~~• Performing quality control for scanned documents; and~~

Positions assigned to Executive Office Assistant (City Manager's Office) may also be responsible for:

- Processing contracts and invoices for multiple departments;
- Processing Information Technology support requests;
- Preparing and routing contracts through the City processes;
- Developing administrative systems and processes to support internal operations of department;
- Maintaining inventory of assets and develop replacement schedules; and
- Tracking contract expenses to budgets through regular reports.

~~Positions assigned to Office Assistant (Customer Service/Development Services)ommunity Development) may also be responsible for:~~

- ~~1) Providing back-up receptionist function for City, including answering and directing all incoming calls, messages, greeting all incoming/outgoing visitors;~~
- ~~2) Assisting the Customer Center with the preparation, processing, and routing of all Development Services related files and plans;~~
- ~~3) Processing all Records Requests requiring Building, Planning, and other relevant Development Services information;~~
- ~~4) Tracking and maintaining Customer Services related statistical data and reports as applicable to department metrics;~~
- ~~5) Managing all Building and Planning files, including filing, archiving, and destruction of such;~~
- ~~6) Scanning, reviewing for quality control, and attaching Development Services related documents in the permitting software and LaserFiche;~~
- ~~7) Preparing and posting department related items on the City's website, including permit applications, weekly garage sale list, special events, etc.~~

The City of La Quinta
CLASS SPECIFICATION
Administrative Assistant

Positions assigned to Office Assistant/Animal Control/Code Compliance may also be responsible for:

- Providing main receptionist function for Code Compliance/Animal Control counter, including answering and directing all incoming calls, messages, and assisting all visitors;
- Taking complaints, initiating cases in computer database, assigning to officers for inspection, and dispatching officers to "in progress" issues;
- Providing ~~general clerical administrative~~ support to Code Compliance/Animal Control Division Supervisor and staff, such as maintaining records, coordinating inspections with the officers, and familiarization with the Municipal Code;
- Administering weed abatement program, including sending out notices, obtaining contractor bids, receiving authorization to process abatement, billing owners, and processing payments;
- Processing citations and all related administrative tasks; and
- Maintaining the lost and found logs and issuing animal traps to residents.

TRAINING AND EXPERIENCE:

High School Diploma or GED and some office or customer service experience.

Or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

LICENSING/CERTIFICATIONS:

- Valid Class C California Driver's License.

KNOWLEDGE OF:

- Modern office procedures and administrative support methods;
- Modern office equipment;
- Proper English usage, grammar and punctuation; and
- Reception techniques and communication skills.

SKILL IN:

- Customer service principles;
- Accurately proofreading, filing and word-processing;
- Operating a computer and relevant software applications;
- Operating modern office equipment; and
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

The City of La Quinta
CLASS SPECIFICATION
Administrative Assistant

ADA AND OTHER REQUIREMENTS:

Positions in this class typically require: walking, standing, fingering, talking, hearing, seeing and repetitive motions.

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

NOTE:

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.

CLASS HISTORY INFORMATION:

Draft prepared by Fox Lawson & Associates, a Division of Gallagher Benefit Services (DT) Date: (1/2014)

Revised by City of La Quinta (6/2015/2014)

**The City of La Quinta
CLASS SPECIFICATION
Administrative Technician**

| <u>CLASS SERIES</u> | <u>BAND/GRADE/SUBGRADE</u> | <u>FLSA STATUS</u> |
|---------------------|----------------------------|--------------------|
| Administrative | B21 – B22 | NE |

CLASS SUMMARY:

This class is the second level in a two-level Administrative series. Incumbents are devoted to advanced, specialized administrative support for internal and/or external customers.

DISTINGUISHING CHARACTERISTICS:

Incumbents require a broad knowledge of the organization and/or provide specific support for functions that require administration or coordination with all employees of the City, not just those in a specific department.

ESSENTIAL DUTIES:

This class specification represents only the core areas of responsibilities; specific position assignments will vary depending on the needs of the department.

Provides administrative support, such as maintaining department and employee schedules, coordinating meetings and agendas, making travel arrangements, editing and preparing newsletters, brochures and basic reports, researching basic information and providing related support.

Assists with coordinating department and/or management activities, such as tracking work and change orders and project schedules, relaying communications, researching information and providing related support.

Compiles, formats and proofs complex documents, reports and other written materials such as meeting agendas, meeting minutes, meeting summaries and legal or other specific correspondence.

Performs financial related activities such as advanced bookkeeping or cashiering functions, contract administration and budget and expenditure tracking.

May serve as lead to staff to include assigning and monitoring work and providing direction.

Performs other duties of a similar nature and level as assigned.

The City of La Quinta
CLASS SPECIFICATION
Administrative Technician

POSITION SPECIFIC RESPONSIBILITIES MIGHT INCLUDE:

Positions assigned to **Administrative Technician (City Clerk's Office)** may also be responsible for:

- Serving as Secretary to the Oversight Board, including preparing agendas and taking minutes;
- Performing webmaster duties for department and assisting other departments as needed;
- Performing Laserfiche document archive administrator duties;
- Compiling election manual, processing candidates' filings, and assisting the Elections Officer to fulfill election duties;
- Notarizing city documents; and
- Preparing Council resolutions and ordinances for signature; and
- Providing customer service to internal employees, members of the public, and outside agencies.

Positions assigned to **Administrative Technician (Community Development)** may also be responsible for:

- Providing administrative support to the Community Development Department, including the department's commissions and boards, such as assembling, copying, distributing, and posting agenda related items, administering meetings, and taking minutes;
- Providing back-up assistance for the processing of all Records Requests requiring Building, Planning, and other relevant Development Services information;
- Managing all Building and Planning files, including filing, archiving, and destruction of such, as well as processing on-going archiving and scanning projects;
- Managing all department related records and ensuring all permanent records are posted in the permitting software and LaserFiche;
- Assisting with the processing and monitoring of department related agreements;
- Performing accounting support functions, such as supply ordering, monitoring budget and contract expenditures, reviewing and processing invoices, and resolving discrepancies;
- Processing of legal notices within stipulated time requirements.

Positions assigned to **Executive Assistant (City Manager/Council)** may also be responsible for:

- Providing responsible, complex and confidential secretarial and administrative support to the Mayor, City Council and City Manager, and other assigned management staff;
- Assisting in the coordination of appointments and activities with other governmental agencies elected officials, City Manager and other management staff;
- Screens inquiries from the public, provides related information, forwards complaints and requests for information to the appropriate City official; and
- Employing discretion and independent judgment, as actions can have significant effect upon City operations.
- City operations.

The City of La Quinta
CLASS SPECIFICATION
Administrative Technician

Positions assigned to **Executive Assistant (Comm Svcs/HR)** may also be responsible for:

- Preparing agendas and taking minutes for the Community Services Commission;
- Providing administrative support to the Community Services Department such as City Council staff reports, assisting with contract development and tracking and community outreach efforts;
- Providing administrative support to Human Resources, preparing a wide variety of complex and confidential documents (many related directly to the meet and confer process with represented employees); maintaining City-wide personnel record-keeping system, preparing a variety of materials and documents related to personnel, employee benefits, and risk management;
- Assisting with all aspects of human resources operations, including recruiting, new employee orientations, terminations, benefit enrollments and changes, employee recognition, claims management, etc.; and
- Employing discretion and independent judgment, as actions can have significant effect upon City operations.

Positions assigned to **Executive Assistant (Community Development)** may also be responsible for:

- Providing administrative support to the Planning Commission, Architecture & Landscape Review Committee, and Historic Preservation Commission, including the preparation of agendas and taking of meeting minutes;
- Providing administrative support to the Community Development Department, such as City Council staff reports, assisting with contract management and management of department budget;
- Employing discretion and independent judgment, as actions can have significant effect upon Department and City operations; and
- Performing supervisory duties for subordinates ~~Office Assistant~~ including assigning, reviewing and planning work and writing performance evaluations.

Positions assigned to **Content Editor/Writer** may also be responsible for:

- Creating and editing a wide variety of complex and confidential reports, including staff reports, legislative letters, grants, and award applications;
- Working closely with management to develop content and execute the organization's overall communications strategy;
- Preparing and disseminating press releases/media advisories/event notices;
- Responsible for maintaining the City's "voice" throughout all external communications;
- Delivering editorial copy with an audience-appropriate tone across a broad spectrum of communications channels; and
- Demonstrating excellent attention to detail, organizational skills, problem-solving skills and political and/or issue sensitivity.

The City of La Quinta
CLASS SPECIFICATION
Administrative Technician

TRAINING AND EXPERIENCE:

High School Diploma or GED and three (3) years office or customer service experience. As assigned, a minimum of three to five years' experience with increasingly advanced writing projects, including report writing, speeches, newsletters and other publications, with heavy emphasis on editing.

Or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

As assigned, must be able to attend occasional evening meetings.

LICENSING/CERTIFICATIONS:

- Valid Class C California Driver's License.

KNOWLEDGE OF:

- Modern office procedures and administrative support methods;
- Modern office equipment;
- Proper English usage, grammar and punctuation;
- Customer service principles;
- Basic budgetary principles;
- Meeting coordination, agenda development, minute taking and preparation;
- Lead work principles, as assigned; and
- City policies, rules and regulations, operations, procedures and precedents of assignment.

SKILL IN:

- Tact, diplomacy and customer service;
- Use of independent judgment in a variety of situations;
- Reading and interpreting reference books, manuals, policies and procedures;
- Accurately proofreading, filing and word-processing;
- Mathematical computations used in business;
- Taking minutes and summarizing meetings;
- Tracking budgets and project timelines/deadlines;
- Operating a computer and relevant software applications;
- Operating modern office equipment;
- Prioritizing and assigning work;
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction; and
- Some positions may require skill working with legal or industry specific terminology and/or providing supervision, direction, coaching and evaluation of subordinates.

The City of La Quinta
CLASS SPECIFICATION
Administrative Technician

ADA AND OTHER REQUIREMENTS:

Positions in this class typically require: standing, walking, fingering, talking, hearing, seeing and repetitive motions.

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

NOTE:

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.

CLASS HISTORY INFORMATION:

Draft prepared by Fox Lawson & Associates, a Division of Gallagher Benefit Services (DT)
Date: (1/2014)
Revised by City of La Quinta (7/2014); (6/2015)

**The City of La Quinta
CLASS SPECIFICATION
Management Assistant**

| <u>CLASS SERIES</u> | <u>BAND/GRADE/SUBGRADE</u> | <u>FLSA STATUS</u> |
|---------------------------|----------------------------|--------------------|
| Management Administration | B21 - B22 | Non-Exempt |

CLASS SUMMARY:

This class is the first level in a four-level Management Administration Series. As assigned, incumbents are responsible for providing specialized services and customer service in support of City programs and finance. Incumbents, as assigned, may be responsible for processing receipts and cashiering; assisting in budget preparation; collection and disbursement of payments, developing and supporting program operations; performing research; maintaining databases; providing technical assistance and training; and processing claims.

DISTINGUISHING CHARACTERISTICS:

Positions assigned to this classification perform tasks that are generally routine and repetitive in monitoring and processing information or coordinating and implementing programs. Work requires considerable attention to detail and is reviewed by a supervisor for conformance to established requirements.

ESSENTIAL DUTIES:

This class specification represents only the core areas of responsibilities; specific position assignments will vary depending on the needs of the department.

Assists with coordinating department activities such as tracking work and change orders, relaying communications, researching information and providing related support.

Assembles, matches, sorts tabulates, checks numerical data, creates and checks records and logs.

Prepares reports, correspondence and forms.

Maintains records, references, reports, statistics; reviews forms and documents for compliance with operational policies and procedures.

Assists in the acquisition of supplies and equipment.

Provides customer service to other employees and citizens.

Responds to citizen/customer questions and calls.

Performs filing and retrieval of information.

The City of La Quinta
CLASS SPECIFICATION
Management Assistant

As assigned, serves as a lead to staff to include assigning and monitoring work and providing direction.

Performs other duties of a similar nature and level as assigned.

POSITION SPECIFIC RESPONSIBILITIES MIGHT INCLUDE:

Positions assigned to **Senior Account Clerk** functions may also be responsible for:

- ~~Processing and reconciling Cash receipts, preparing requests for refunds, handling collection of NSF checks;~~
- Processing TOT payments, Short-Term Vacation Rental applications and various associated reports;
- Serving as cashier; and
- Processing and reviewing applications for ~~dog and~~ business licenses.;
- ~~Assisting with preparation of payroll and related documents (such as timesheets, retirement information, etc.); and~~
- ~~Assisting with preparation of accounts payable and related functions.~~

Positions assigned to **Account Technician** functions may also be responsible for:

- Reviewing requests for payments for accuracy and processing accounts payable, preparing checks for payments and reporting on A/P and wire disbursements;
- Reconciling bank statements;
- Preparing warrants for payment and recording all disbursements;
- Preparing various schedules and reports as requested to support accounting manager;
- Reconciling daily deposits for all departments;
- Processing and reconciling Cash receipts, preparing requests for refunds, handling collection of NSF checks; and
- Assisting with preparation of payroll and related documents (such as timesheets, retirement information, etc.).

Positions assigned to **Community Services Coordinator (Wellness Senior Center)** functions may also be responsible for:

- Recruiting instructors;
- Developing programs and classes;
- Developing partnerships with a variety of community service providers
- Recruiting and training volunteers; and
- Coordinating daily operations in assigned area.

**The City of La Quinta
CLASS SPECIFICATION**

Management Assistant

Positions assigned to **Community Services Coordinator (Facility Rentals, Sports, Programs, Events, Marketing)** functions may also be responsible for:

- Developing sports and community-related programs;
- Overseeing facility rentals;
- Coordinating and development city-wide events;
- Assisting with marketing and Promotion of events and programs; and
- Providing administrative support as requested.

Positions assigned to **Management Assistant (City Manager's Office)** functions may also be responsible for:

- Monitoring legislative items, providing recommendations, and writing letters on the City's position;
- Creating spreadsheets, monitoring budgets, and creating contract tracking databases; and
- Coordinating and developing city-wide trainings in identified areas of need.

Positions assigned to **Management Assistant (Finance)** functions may also be responsible for:

- Providing responsible, complex secretarial and administrative support to the Finance Director , Investment Advisory Board and Finance Department;
- As needed, serving as backup for reviewing requests for payments for accuracy and processing accounts payable;
- Preparing and maintaining various service contracts, coordinating annual sale of surplus items;
- Implementing and managing the purchasing module and function; and
- Overseeing timekeeping management for all City staff.

TRAINING AND EXPERIENCE:

High School Diploma or GED and two (2) years experience related to area of assignment.

Or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

LICENSING/CERTIFICATIONS:

- Some positions may require valid California Class C Driver's License.

**The City of La Quinta
CLASS SPECIFICATION
Management Assistant**

KNOWLEDGE OF:

- Modern office procedures;
- Modern office equipment;
- Program coordination;
- Proper English usage, grammar and punctuation;
- Principles of customer service;
- Basic budgetary principles;
- City policies, rules and regulations, operations, procedures and precedents of assignment; and
- Supervisory principles, as assigned.

Finance/Accounting positions also require knowledge of:

- Principles of basic accounting/bookkeeping;
- Computer accounting applications;
- Basic governmental accounting and budgeting; and
- Methods of receiving and accounting for funds.

Community Services positions also require knowledge of:

- Principles of marketing, community service, recreational programming and cultural activities;
- Needs, interests and requirements of the community; and
- Available local agencies, organizations and providers of public service resources.

SKILL IN:

- Tact, diplomacy and customer service;
- Comprehending and correctly using a variety of informational documents including logs, ledgers and financial records;
- Preparing documents and records with a high degree of accuracy;
- Data entry;
- Basic business math (addition, subtraction, division, multiplication, percentages);
- Operating a computer and relevant software applications;
- Operating modern office equipment;
- Some assignments may require prioritizing and assigning work; and
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

ADA AND OTHER REQUIREMENTS:

Positions in this class typically require: standing, walking, fingering, talking, hearing, seeing and repetitive motions. Some assignments may require occasional pushing, pulling, lifting,

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

**The City of La Quinta
CLASS SPECIFICATION**

Management Assistant

NOTE:

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.

CLASS HISTORY INFORMATION:

Draft prepared by Fox Lawson & Associates, a Division of Gallagher Benefit Services (DT)

Date: (3/2014)

Revised by City of La Quinta (7/2014); (6/2015)

**The City of La Quinta
CLASS SPECIFICATION
Management Analyst**

| <u>CLASS SERIES</u> | <u>BAND/GRADE/SUBGRADE</u> | <u>FLSA STATUS</u> |
|---------------------------|----------------------------|--------------------|
| Management Administration | C42 – C44 | Exempt |

CLASS SUMMARY:

This class is the fourth level in a four-level Management Administration Series focused on advanced journey level responsibilities. Incumbents are involved with the highest-level analysis work associated, as assigned, with designated City management functions or programs.

DISTINGUISHING CHARACTERISTICS:

Positions assigned to this classification are responsible for more complex work products and more complex project management and/or program administration/oversight. As assigned, incumbents may supervise staff including conducting performance evaluations, coordinating training; and implementing hiring, discipline and termination procedures.

ESSENTIAL DUTIES:

This class specification represents only the core areas of responsibilities; specific position assignments will vary depending on the needs of the department.

Leads meetings with internal and external customers and stakeholders regarding projects or to address complaints and concerns escalated to a higher staff level.

Prepares and administers contracts and consultant or franchise agreements, approves billing, ensures service levels and contractual/franchise expectations are met.

Conducts comprehensive research, keeps abreast of changes in assigned field, performs complex, detailed analyses.

Prepares and presents complex plans, programs, and technical reports including staff reports for the City Council or Commissions; coordinates/reviews/approves staff input into plans, programs and reports.

Prepares and monitors budgets and related documents, prepares and manages project schedules, oversees day-to-day program or staff activities.

As assigned, supervises staff to includes: prioritizing and assigning work; conducting performance evaluations; ensuring staff are trained; ensuring that employees follow policies and procedures; maintaining a healthy and safe working environment; and making hiring, termination and disciplinary recommendations.

Assists in the development of standards, ordinances, regulations, policies and procedures; interprets same.

Performs other duties of a similar nature and level as assigned.

The City of La Quinta
CLASS SPECIFICATION
Management Analyst

POSITION SPECIFIC RESPONSIBILITIES MIGHT INCLUDE:

Positions assigned to ~~Associate~~ **Assistant Civil Engineer** functions may also be responsible for:

- Performing plan check as requested;
- Preparing annual Storm Water report;
- Preparing conditions of approval in land action services, as requested;
- Coordinating plan check services with City Surveyor, contract plan check engineers and City Traffic Engineer;

~~Positions assigned to **Assistant Civil Engineer** functions may also be responsible for:~~

- Reviewing applications, maps, designs, drawings, improvement plans, specifications, cost estimates, and supporting documents;
- Coordinating engineering activities with other City departments;
- Processing encroachment permits and other permits for developments;
- Processing agreements including Subdivision Improvement Agreements with related bonds/securities and Reimbursement Agreements; and
- Assisting at the front counter.

Positions assigned to **Associate Planner** functions may also be responsible for:

- Assisting with preparation of the General Plan and other specific plan documents;
- Researching, reviewing and analyzing environmental, social and economic data related to planning, land use and community development; and
- Meeting with the development community to review proposed projects.

Positions assigned to **Business Analyst (City Manager's Office)** functions may also be responsible for:

- Negotiating and preparing contracts;
- Managinges service contracts;
- Developings organizational metrics and implementings them across departments;
- Leadings customer service initiatives;
- Analyzing contractor or franchisee performance, financial performance, market data and trends, real estate pro formas and project cash flows;
- Liaison for the City's business community, assisting in economic development efforts and business attraction;
- Preparing financial models, operational studies, revenue and expenditure projections;
- Leading city-wide initiatives such as technology project teams, strategic planning and performance metrics; and
- Providing assistance/serving as a technical resource for City departments.

The City of La Quinta
CLASS SPECIFICATION
Management Analyst

Positions assigned to **Management Analyst (Public Works)** functions may also be responsible for:

- Coordinating department annual budget analysis, development and reporting via financial software;
- Coordinating Public Works Internship Program and National Public Works Week celebration;
- Creating department communication, promotion, and outreach: preparing presentations/ articles/press releases, assisting homeowners and businesses, developing and updating department Webpages, and providing GOREquest system administration;
- Updating Developer Engineer's Handbook, Public Works Strategic Plan, Self-Assessment Update; etc., as assigned; and
- Assisting with overall department support on agreements, requests for proposals, public process for Capital Improvement Projects, staff report processing, department meetings/special events, staff reward program, and counter support.

Positions assigned to **Principal Planner** functions may also be responsible for:

- Analyzing complex planning, zoning, and development issues and developing recommendations;
- Preparing and presenting a variety of oral reports and recommendations for projects at public and commission hearings;
- Meeting with developers, customer and other department representatives regarding proposed or contemplated projects; and
- Researching, reviewing, and analyzing complex environmental, social, and economic data related to planning, community development and land use activities.

TRAINING AND EXPERIENCE:

Bachelor's Degree and, as assigned, four (4) years experience related to area of assignment.

Or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

LICENSING/CERTIFICATIONS:

- Some positions may require a valid Class C California Driver's License.
- Engineer In Training (EIT) certificate required within one year of hire for engineering assignments.

The City of La Quinta
CLASS SPECIFICATION
Management Analyst

KNOWLEDGE IN:

- Supervisory principles;
- Budgetary principles;
- Applicable local, state and federal laws, rules and regulations;
- Project management methods including leading cross-functional teams;
- Contract administration and performance monitoring;
- Program development, administration and evaluation principles;
- Research methods, statistical analysis, program analysis and report preparation;
- Organizational structure of the city and city services as they relate to area of assignment;
- Operating modern office equipment; and
- Communication, interpersonal skills as applied to interaction with subordinates, coworkers, supervisor, the general public, etc. sufficient to exchange or convey information, evaluate performance and provide and/or receive work direction.

Positions assigned to **Engineering** also require knowledge of:

- Principles of civil engineering;
- Topographic and construction surveying;
- Methods and materials used in engineering construction; and
- Computer Aided Design (CAD) programs.

Positions assigned to **Management/Business Analysts** also require knowledge of:

- Principles of change management;
- Principles of business process analysis and financial analysis; and
- Advanced financial modeling and forecasting techniques.

Positions assigned to **Planning** also require knowledge of:

- Principles of land use planning and development; and
- Demographic, environmental, social, economic and land use concepts.

SKILL IN:

- Advanced research and critical thinking;
- Analysis and problem-solving;
- Influencing the organization across multiple levels;
- Mathematical computations;
- Negotiation and conflict resolution;
- Supervising and evaluating employees;
- Prioritizing and assigning work;
- Preparing written reports of high complexity and keeping accurate records;
- Operating a computer and applicable software applications;
- Applying local, state and federal laws, rules and regulations;
- Customer service; and
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

The City of La Quinta
CLASS SPECIFICATION
Management Analyst

ADA AND OTHER REQUIREMENTS:

Positions in this class typically require: standing, walking, fingering, talking, hearing, seeing and repetitive motions.

Some assignments may be characterized as Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

NOTE:

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.

CLASS HISTORY INFORMATION:

Draft prepared by Fox Lawson & Associates, a Division of Gallagher Benefit Services (DT)

Date: (3/2014)

Revised by City of La Quinta (7/2014); (6/2015)

