

**Comprehensive Listing of
Personnel Benefits**

Confidential Exempt Employees

**July 1, 2021 –
June 30, 2022**

**COMPREHENSIVE LISTING OF PERSONNEL BENEFITS –
CONFIDENTIAL EXEMPT EMPLOYEES**

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COMPREHENSIVE LISTING OF PERSONNEL BENEFITS –
CONFIDENTIAL EXEMPT EMPLOYEES

SECTION 1: TERM

The provisions of the listing of personnel benefits for confidential exempt employees shall become effective July 1, 2021, and shall remain in effect for a period terminating on July 30, 2022.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. Concessions:

Previously agreed upon concessions will be restored on July 10, 2021. This concession is a 5% reduction in salary.

2. Salary Adjustment:

- a. Effective July 10, 2021, all Confidential Managers will receive a 2% salary increase.

3. Longevity Pay:

Effective July 10, 2021, the following longevity pay program will be in effect:

- a. Bargaining unit members with five or more years of service shall receive longevity pay in the amount of 2.5% of the member's Base Salary Rate.
- b. Bargaining unit members with ten or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 5%).
- c. Bargaining unit members with fifteen or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 7.5%).

B. Special Pay

1. Spanish Bilingual Pay:

- a. 2 ½% pay adjustment will be made to employee's base pay for a bilingual skill as tested by the City in conjunction with the Defense Language Institute standards;
- b. Employee must pass either the listening and reading comprehension tests or the speaking test to be eligible for bilingual pay.
- c. This program is subject to administrative direction and to City established procedures and annual testing. The City intends to use the Defense Language Institute.

2. Additional Pay for Additional Duties

When a non-represented exempt confidential employee assumes duties and responsibilities beyond existing job classification, City Manager may institute performance pay equivalent to 2.5% or 5%.

3. *Additional Pay for Temporarily Assuming Supervisor's Position*

- a. A pay increase not to exceed one step may be paid to an employee temporarily filling a supervisor's position while the supervisor's position is vacant. The determination of vacancy will be based upon recommendation by the Department Head to the City Manager.
- b. The increased pay will not be paid in any case unless a supervisor vacancy is the result of sickness, resignation, or termination.
- c. The increased pay will not be paid when the supervisor is on vacation.
- d. The increased pay will not be paid for the first thirty calendar days of the vacancy as determined above.
- e. "Supervisor" is defined narrowly and means only the person to whom the employee is responsible on a continuing basis.

4. *Annual Performance Pay*

The City Manager is authorized to grant annual step increases to confidential exempt employees who exceed expectations in the achievement of established performance goals and objectives. The authorized increase ranges from zero to a 7.5% increase, depending upon the performance of the employee under consideration for salary increase. This gives the City Manager flexibility in setting salaries consistent with performance. (Special Compensation CCR 571(a) Incentive Pay.)

C. *Administration of Pay Plan:*

1. *Anniversary Date*

- a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted.
- b. The anniversary date of any employee shall be adjusted, or changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care or medical leave, according to the California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period of exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.
- c. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

2. *Salary Ranges*

The five (5) steps of each salary range shall be interpreted and applied as follows:

- a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.
- b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Department Head and approval by the City Manager.
- c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Department Head and approval by the City Manager.
- d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Department Head and approval by the City Manager.
- e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Department Head and approval of the City Manager.
- f. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:
 - i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.
 - ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.
- g. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward the employees shall have their existing salary adjusted to the same step in the new range.

- h. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.
- i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to part-time salaried as well as full-time salaried employees.
- j. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

SECTION 3: BENEFITS

A. Retirement:

1. CalPERS

- a. Plan: CalPERS 2% @ 55
- b. Employee Contribution: Represented employees will pay the 7.0% employee contribution to PERS.
- c. The City provides the PERS 1959 Survivors Benefit Level Four. The employee cost will be \$2 per month.

2. PARS Supplemental Retirement Plan:

- a. Plan: The City will provide the PARS .5% at 55 supplemental retirement plan with credit for prior CalPERS and City service for all bargaining unit members hired on or before June 30, 2010.
- b. Eligibility: Employees must have three years of City service and have been hired on or before June 30, 2010 to be eligible. The plan will be effective July 1, 2002.
- c. Contribution: The City will make the employee's contribution.

3. Deferred Compensation:

The City will pay up to one hundred dollars (\$100) per month to the ICMA deferred compensation program for each employee who makes a matching contribution.

B. Medical, Dental, and Vision Insurance:

Eligible employees will be provided with medical, dental, and vision insurance as specified in this section. Benefits to eligible family members will be made available under the health insurance plan.

1. Contributions

- a. MCSIG PPO \$40 (70/30 Plan).
The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.
- b. MCISG PPO \$25 (80/20 Plan).
SCEA Members electing to participate in the MCSIG PPO \$25 (80/20 Plan) will pay the difference between the City's contribution for the PPO \$40 Plan and the PPO \$25 Plan premium.
- c. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.
New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO \$40 plan and the PACE Plan premium.
- d. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.
The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.
- e. The City will split the cost of any increase or decrease in dental and vision premiums with the employee on a 50/50 basis.

2. Retiree Medical:

- a. Eligibility: Only bargaining unit members hired on or before June 30, 2010 are eligible for City-paid retiree medical insurance.
- b. Notwithstanding the requirements of the City's Health and Welfare Plan to be eligible for retiree medical coverage, and subject to available coverage under the City's plan, the City shall pay the employees (not dependents) cost of medical insurance in an amount not to exceed the monthly premium for the City's insurance plan for retirees who retire on regular service or disability retirement until age 65 or until the retiree becomes eligible for Medicare, which ever comes first.
- c. Employee may cover dependents by paying the additional monthly premium.
- d. In the event that coverage is not available under the City's plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount not to exceed the monthly premium for the City's health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.

- e. Employees must have ten years of continuous service with the City, have been hired on or before June 30, 2010, and be at least 50 years of age to receive this benefit.
- f. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

C. Life Insurance:

The City will provide term life insurance for all confidential exempt employees in the amount of two times the employee's annual salary (minimum of \$150,000.)

D. Long-Term Disability:

The City shall pay the cost of a long-term disability program.

E. IRS Section 125 Plan:

The City shall provide an Internal Revenue Code Section 125 Plan for unreimbursed medical expenses and dependent care expenses. The annual maximum is set by the IRS.

F. Mileage Reimbursement:

With the approval of the Department Head, the City shall reimburse employees required to use their personal vehicles for the purpose of conducting City business at a rate based upon actual cost.

G. Wellness Program:

1. Health Club Membership:

The City will pay up to \$45 per month towards an employee membership at a health club upon submission of receipt of contract to the Finance Division. The City will process dues by payroll deduction if administratively feasible. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

2. City Recreation Facilities:

Association employees and their families will have use of City recreation facilities at no cost to the employee. Employees may have resident's fee and early-bird sign up for swim classes.

SECTION 4: LEAVE PROVISIONS

A. Vacations

1. Accrual:

All regular employees, shall earn vacation as follows:

- a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of six and two thirds (6 2/3) hours per month of ten (10) days per year.

- b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of ten (10) hours per month or fifteen (15) days per year.
- c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of eleven and one third (11 1/3) hours per month or seventeen (17) days per year.
- d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of employment, vacation will be earned at the rate of thirteen and one third (13 1/3) hours per month or twenty (20) days per year.
- e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of employment, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year.
- f. During the twenty-fifth year and thereafter vacation will be earned at the rate of 16 2/3 hours per month or twenty-five (25) days per year.

2. *Vacation and Holidays:*

For regular employees, if a holiday falls within a scheduled vacation period, on a day that the employee would normally work, that day shall not be counted a vacation day.

3. *Vacation Upon Termination:*

Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.

- a. Calculation of Hourly Pay for Payout: For employees working a five (5) day or modified schedule, the method for computing hourly pay for accumulated vacation time shall be as follows:
 - i. Hourly rate equals monthly salary multiplied by twelve (12) months divided by 52 weeks multiplied by 40 hours

4. *Maximum Accumulation:*

Employees will be allowed to have no more than two years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum.

5. *Vacation Cash-Out:*

The City will allow Confidential Managers to cash out 40 hours of accumulated vacation time as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued

vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

6. *Compensation in Lieu of Time Off:*

The City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

7. *Accumulation during OJI Leave:*

An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.

8. *No Interruption of Accumulation:*

No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

9. *Vacation during Probation:*

Newly hired management employees may use vacation leave.

B. *Sick Leave with Pay for Non-Job Related Illness, Injury or Disability*

1. *Accrual:*

Each confidential exempt employee shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served.

2. *Use of Leave:*

Sick leave with pay will be granted only upon the approval of the Department Head in case of bonafide illness of an employee, including the diagnosis, care, or treatment of an existing health condition of, or preventive care. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. Evidence may be required in the form of a physician's certificate or otherwise to verify an employee's absence during the time for which sick leave is requested.

Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking with appropriate certification of the need for such services.

Any employee taking leave that qualifies under the City's Family Care and Medical Leave/California Family Rights Act Policy will complete and submit all required forms.

3. Sick Leave Upon Rehire

If an employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law.

4. Illness/Injury During Vacation:

When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to their respective department head for a determination that such time off will be charged to sick time rather than to vacation time.

5. Family Sick Leave:

Sick leave may be used for the illness or injury of an employee's family member. A family member shall be defined as parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), spouse or domestic partner, grandparent, grandchild, and sibling.

6. Bereavement Leave:

Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employee may use an additional 16 hours of sick leave to extend said leave.

C. On-The-Job Injury Leave:

1. Leave of Absence:

Whenever an employee is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period.

2. Leave Accrual:

An employee on leave of absence under this section will continue to accumulate sick leave and vacation leave.

3. Temporary Disability Benefits:

The employee shall draw full salary under OJI leave, and the City will take credit for any temporary disability payments. Once OJI leave is exhausted,

an employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.

4. Use of Accumulated Leaves:

Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. Management Leave

1. Annual Accrual:

Management employees shall earn 40 hours of management leave per calendar year.

2. Initial Accrual:

For newly hired employees (or employees promoted into the Association), the initial management leave bank shall be prorated according to the following schedule:

Hired January 1 – March 31:	40 Hours
Hired April 1 – June 30:	30 Hours
Hired July 1 – September 30	20 Hours
Hired October 1 – November 30	10 Hours
Hired December 1 – December 31	0 Hours

3. Additional Leave:

The City Manager shall have the authority to grant sixteen (16) hours of management time leave to non-represented exempt confidential employees who work an excessive amount of hours based upon the recommendation of their department head. It must be used within one year from the date it is granted and no management employees shall receive more than two days per fiscal year. Time worked may be considered excessive if it is beyond regularly assigned duties and exceeds 20 hours in one month.

4. Management Leave Payoff

On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of management leave (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of management leave the employee irrevocably elected to cash out in the prior year. However, if the employee's management leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has on the books at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of cashing out all management leave hours that are on the books at the end of the any calendar year.

E. Administrative Leave

Exempt employees shall earn forty (40) hours, non-cumulative, non-reimbursable administrative leave per calendar year.

1. Initial Accrual

For newly hired employees (or employees promoted into the Association), the initial administrative leave bank shall be prorated according to the following schedule:

Hired January 1 – March 31:	40 Hours
Hired April 1 – June 30:	30 Hours
Hired July 1 – September 30	20 Hours
Hired October 1 – November 30	10 Hours
Hired December 1 – December 31	0 Hours

F. Holidays

1. Regular Holidays:

All employees shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Nineteenth day in September (Juneteenth)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

It is the intent of this resolution that all regular City employees shall observe the holidays set forth above.

2. Memorials:

Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a memorial, public fast, thanksgiving, or holiday.

3. Holidays on Sunday

When a holiday falls on a Sunday, the following Monday shall be recognized as that holiday.

4. Holidays on Saturday:

When a holiday falls on a Saturday, the preceding Friday shall be recognized as that holiday.

5. Holiday Hours:

Regardless of the employee's work schedule, 8 hours of holiday time will be paid for each holiday.



G. Jury Duty:

1. Jury Duty:

The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule also applicable to those employees serving on the Grand Jury.

SECTION 5: WORKING CONDITIONS

A. Continuing Education and Professional Growth:

All association members shall be eligible for the City's Educational Incentive Programs.

1. Tuition Reimbursement:

- a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related or professional development.
- b. The City will encourage enrollment through a tuition and book reimbursement with a maximum of \$2,000 per fiscal year for a BA/BS and \$3,000 per fiscal year for an MA/MS or higher.
- c. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director. This information shall be submitted on forms provided by the Human Resources Office.
- d. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.

B. Service Awards:

A committee, made up of members of the various employee groups, shall be formed to select a new service award program. At a minimum, the program shall include service awards presented to employees after every 5 years of full-time service with the City. Recipients of service awards will be recognized by the City Council.

C. Probationary Period:

Probation shall be 1 year for all new employees.

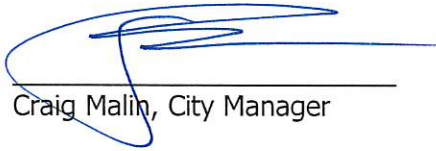
D. Flexible Work Schedule

The work schedule shall be defined by the Department Head. Consistent with City past practice Department Heads shall consider alternative work schedule requests, including a four day work week, and approve where such alternative

schedules meet the best interest of the City. The Department Head has the sole discretion to decide whether to approve or deny such alternative schedules.

SECTION 5: MISCELLANEOUS

All discoveries, inventions, improvements, formulas, ideas, devices, writings or other intellectual property, whether or not subject to patent or copyright laws, which employees shall conceive solely or jointly with others, in the course or scope of his/her employment, or with the City's materials or facilities, shall be the sole and exclusive property of the City without further compensation.



Craig Malin, City Manager

7/6/21

Date