

## RESOLUTION 2024-79

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, AMENDING AND RESTATING RESOLUTION NO. 2024-14 AND ADOPTING AN UPDATED COMPENSATION AND BENEFIT PLAN FOR UNREPRESENTED EXECUTIVE CITY EMPLOYEES

**WHEREAS**, Section 36506 of the California Government Code requires the City Council of the City of San Dimas (City) to fix the compensation of all appointive officers and employees of the city by resolution or ordinance;

**WHEREAS**, Section 2.08.030 of the San Dimas Municipal Code requires that the salaries and compensation of officers and employees of the City, including the city clerk and city treasurer, shall be fixed and determined by resolution of the City Council; and

**WHEREAS**, the City Council desires to amend and restate the compensation and benefit plan for the City's Unrepresented Executive Employees, as defined herein, to account for cost-of-living adjustments and updated compensation and benefits;

**NOW, THEREFORE**, the City Council of the City of San Dimas does hereby resolve as follows:

Effective November 12, 2024, Resolution 2024-14 shall be amended and restated, and the following compensation plan and benefits shall be adopted and supersede all previous such resolutions and compensation/benefit plans, to read as follows:

#### **SECTION 1. UNREPRESENTED EXECUTIVE EMPLOYEE DESIGNATIONS**

The following positions shall be considered Unrepresented Executive Employees and subject to the compensation and benefits provided herein:

Assistant City Manager  
Director of Administrative Services/Treasurer  
Director of Community Development  
Director of Parks & Recreation  
Director of Public Works

#### **SECTION 2. COMPENSATION PLAN**

The City intends to bring base pay of classifications covered by this Resolution to match the median value from the City's internally conducted market compensation survey, along with an additional three percent (3%) cost-of-living adjustment (COLA) increase in base pay range effective the first full pay period following City Council adoption of this Resolution.

Employees covered by this Resolution and actively employed by the City upon the adoption of this Resolution will also receive a one-time contribution equivalent to three percent (3%) of their base pay for the period defined as the first pay period of July through

the date of adoption of this Resolution with the contribution being deposited into their 401(a) plan after the first full pay period following City Council adoption of this Resolution. Employees covered under this Resolution are separated into two tiers of pay range schedules based on the employees' hire or re-hire date, whichever is the later.

- **Tier 1** - 5 step pay schedule with approximately five percent (5%) increases in-between each step for active employees with a hire date prior to July 1, 2021.
- **Tier 2** – 9 step pay schedule with increases of approximately two and a half percent (2.5%) in-between each step for active employees with a hire or re-hire date, on or after July 1, 2021.

<u>Unrepresented Executive Staff</u>	<u>RANGE</u>	<u>MONTHLY SALARY</u>
Assistant City Manager	108	16,617 – 20,198
Director of Administrative Services/Treasurer	104	15,054 – 18,298
Director of Community Development	103	14,687 – 17,852
Director of Parks & Recreation	101	13,979 – 16,992
Director of Public Works	102	14,328 – 17,416

### **SECTION 3. PUBLIC EMPLOYEES RETIREMENT SYSTEM**

In August 1999, the City amended its contract with the California Public Employees Retirement System (CalPERS) to the 2% @ 55 formula, with the provision that if the employer's rate is re-instated at some future time the employees would contribute a portion of their gross salary towards the cost of the enhanced retirement plan.

As of June 22, 2014, employees contribute the full 7% employee portion for CalPERS contribution. (Resolution No. 2013-38.)

The City pays to CalPERS a maximum of seven percent (7%) of the employee's base compensation for their share of the retirement contribution, as required by Section 20683 of the Government Code; which sum shall be equivalent to the percentage required by law to be paid by miscellaneous employee members thereof. All full-time employees shall be enrolled in CalPERS upon hire. Once employees are classified as Regular Part-Time, they shall be enrolled in CalPERS.

All new employees hired on or after January 1, 2013 and deemed to be a "new member" as defined in Government Code Section 7522.01, shall be enrolled in the California Public Employees' Pension Reform Act (PEPRA) provided 2% at 62 retirement formula. New employees are responsible for paying 50% of the "normal cost" of the plan as annually calculated by CalPERS.

#### **SECTION 4. HEALTH INSURANCE AND OPTIONAL BENEFITS PLAN**

Every eligible full-time employee receiving City benefits must be covered by a health insurance plan approved by the City except as provided below. The City will contribute \$1,545 per month to an Optional Benefit Plan which the employee may receive as cash or may elect to use for medical, dental, vision insurance, or other such benefits as may be approved by the City Manager.

The City will pay up to an additional \$50 per month to those employees paying out of pocket for City health plan premiums. This shall not increase any cash payments, nor will there be any cash paid for any unused portion of the up to \$50 per month additional City contribution.

Employees hired on or after the adoption of this Resolution, and who waive medical coverage per the provisions below, will receive a maximum of \$600 per month as taxable cash.

To qualify to waive medical coverage with the City of San Dimas, the employee must show proof of coverage in a group health plan such as with a spouse's employer and other than the individual market place, whether obtained through Covered California, another market place established under Health Reform or outside market places established under Health Reform. Proof of other group coverage must be submitted each year. This plan is maintained for the exclusive benefit of employees and their dependents and is established with the intention of being maintained for an indefinite period of time.

##### **Optional Benefit Plan**

Each full-time employee shall receive an Optional Benefit Plan allocation. If deemed necessary the City may change insurance providers for the employees. The Optional Benefit Plan amount may be increased or decreased upon approval of Administration and City Council. The Optional Benefit money is not taxed if used for deferred compensation, health, dental, and vision insurance. If the employee chooses to receive all or part of their Optional Benefit Plan money in cash, the money is subject to all taxes as required by law. The Optional Benefit Plan may be spent on benefits of the employee's choice from the following options:

##### **Health Insurance**

The City contracts with CalPERS for health insurance. Employees who do not wish to be covered must submit proof of coverage under a spouse's plan or other plan and sign an affidavit stating employee has sufficient coverage from an outside source. Employees are eligible to change plans annually during the designated open enrollment period.

##### **Dental Insurance**

The City contracts with Delta Dental to provide optional dental coverage. Delta

Dental offers an indemnity plan and a prepaid plan to choose from.

**Vision Insurance**

The City contracts with Vision Services Plan to provide primary vision coverage to all eligible employees.

**Deferred Comp**

As determined by the IRS, employees may defer annual earnings up to a maximum amount. This “deferred compensation” contribution means the money will not be taxed until you draw it out. IRS rules do not allow withdrawal until you terminate employment or in the event of an emergency. The IRS may increase the maximum amount allowed for deferral each calendar year.

**Cash**

Employees may choose to receive all or a portion of their remaining Optional Benefit Plan funds in cash. At that time, the funds are taxable.

**SECTION 5. LIFE INSURANCE AND LONG-TERM DISABILITY INSURANCE**

The City shall provide, at no cost to the employee, term life insurance in the amount of \$100,000.

Additionally, in lieu of employees participating in the State Disability Insurance Program, the City shall provide long-term disability insurance for employees, which benefits are equal to or exceed those provided under State Disability Insurance.

These insurance plans are maintained for the exclusive benefit of employees, and are established with the intention of being maintained for an indefinite period of time. The specific terms and conditions of said insurance plans should be determined and approved by the City Manager.

**SECTION 6. DEFERRED COMPENSATION**

To encourage employees to participate in the optional deferred compensation program, the City offers a 457(b) and 401(a) defined contribution plan. The City shall provide a matching contribution into the 401(a) plan up to a maximum amount shown below:

November 15, 2020
\$250.00 per month maximum match

The deferred compensation matching program is maintained for the exclusive benefit of employees and is established with the intention of being maintained for an indefinite period of time. The specific terms and conditions of the program shall be determined and

approved by the City Manager.

### **SECTION 7. LONGEVITY SERVICE INCENTIVE**

Full-Time employees with five (5) years or more of continuous service with the City of San Dimas are eligible to receive Longevity/Service Incentive Pay on a bi-weekly basis as follows:

Completed Years of Continuous Service	% of annual salary on bi-weekly basis
5-9 years	2.5%
10-14 years	5%
15-19 years	7.5%
20+ years	10%

### **SECTION 8. SERVICE AWARDS AND RECOGNITION EVENT**

Each calendar year, a recognition event will be organized for employees who have reached years of service milestones. The event will be held by the City to honor the commitment and dedication to providing a quality level of service to the City of San Dimas. Qualifying employees will receive the following one-time recognition awards:

Years of Service	Service Pin	Taxable Monetary Award
1	1 Year of Service Pin	\$0.00
5	5 Years of Service Pin & Base	\$150.00
10	10 Years of Service Pin	\$200.00
15	15 Years of Service Pin	\$250.00
20	20 Years of Service Pin	\$300.00
25	25 Years of Service Pin	\$750.00
30	30 Years of Service Pin	\$800.00
35	35 Years of Service Pin	\$850.00
40	40 Years of Service Pin	\$900.00

### **SECTION 9. EMPLOYEE AWARDS FOR EXCEPTIONAL SERVICE**

Each calendar year full-time employees who have demonstrated outstanding service to the Community through extraordinary efforts and work product during the year may be recognized through awards which will include taxable monetary compensation up to \$500, as determined by the City Manager. In addition to the annual awards, when staff performs duties that are above and beyond their expected level of service, the City Manager may determine that such level of service warrants a taxable award in an amount not to exceed \$50 per award.

### **SECTION 10. ACTING PAY**

Where an employee has been trained to assume the position of another in a higher pay

range and will be performing in that position for more than forty (40) consecutive hours and it is not under the normal scope of duties to assume the position, the employee may be granted a temporary five percent (5%) base pay increase retroactive to the day they began serving in the position. At the discretion of the City Manager, a higher temporary increase may be granted based on specific circumstances. Acting pay shall only be granted with the approval of the City Manager.

### **SECTION 11. ADMINISTRATIVE LEAVE**

Administrative Leave shall be granted to certain management personnel that are exempt from overtime compensation under Fair Labor Standards Act guidelines. The specific terms and conditions of the program shall be determined and approved by the City Manager in accordance with City policy.

### **SECTION 12. VACATION LEAVE**

The purpose of vacation leave is to enable each eligible employee to return to work mentally refreshed. Employees covered by this resolution shall be entitled to vacation leave with pay except the following:

1. Employees who have not yet completed six (6) months of service with the City, except as may be allowed by the City Manager or designee.
2. Employees who work on a provisional basis and all employees who are not regularly employed in a permanent position.

Employees shall be strongly encouraged to take a minimum of forty (40) hours of vacation each year. Holiday hours may be counted toward the forty (40) hours of time off. (Resolution 89-54.)

In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be adjusted accordingly.

An employee may accumulate unused vacation leave up to a maximum of two and one-half (2.5) times the number of hours due annually, except that under extraordinary circumstances and when the best interests of the City so require, the City Manager may permit a temporary accumulation of vacation in excess of the maximum. Thus, under normal circumstances, annual vacation leave shall not accrue nor accumulate in excess of the amounts listed in the table below.

Upon separation, payoff of vacation will match maximum accrual formulas. These accumulated vacation days may be converted into either a lump sum cash payment or a vacation leave taken immediately prior to the effective date of separation (Res. No. 80-66, July 22, 1980).

The times during a calendar year at which an employee may take vacation shall be determined by the City Manager, with due regard for the needs of the service. An

employee may take up to one hundred and twenty (120) consecutive hours of vacation if authorized by the City Manager. Requests for vacation exceeding one hundred and twenty (120) consecutive hours may be granted if approved by the City Manager. (Res. 81-13, March 24, 1981; Res. 80-66, July 22, 1980; Res. 82-86, October 26, 1982.)

Vacation credit shall be granted biweekly to each full-time employee covered by this Resolution at a rate according to their total years' service with local government, as shown below. Employees that go into an unpaid status shall cease to accrue vacation credit while in the unpaid status.

Years of Service Full Time Employees	Bi-Weekly Accrual Hours	Vacation Hours per Year	Maximum Accrual
0 to 4	4.31	112	280
5 to 9	4.93	128	320
10 to 14	5.54	144	360
15+	6.16	160	400

### **SECTION 13. LEAVE DEDUCTIONS**

Employees shall utilize leave balances when leave taken for vacation exceeds four (4) hours or two (2) hours for sick leave.

### **SECTION 14. TUITION REIMBURSEMENT**

All regular full-time employees who have passed their initial probation with the City shall be eligible for the Tuition Reimbursement Program. The courses of study or specialized training taken at an Accredited College or University, shall be directly related to the employee's current occupation or for preparing for future promotions within the City, subject to the provisions below.

To qualify for tuition reimbursement, a Tuition Reimbursement form must be submitted and pre-approved by the City Manager and Human Resources before the courses begin.

The Tuition Reimbursement program will operate on a calendar year basis and shall be subject to the availability of funds as determined by the City. Employees may be reimbursed up to \$2,000 per calendar year. Payments are made with the 15<sup>th</sup> and 30<sup>th</sup> warrant registers of the month.

All course work must be completed while employed by the City of San Dimas with a passing grade of "C" or equivalent when numerical score or pass/fail grade is given. If the employee either does not receive a "C" or better or for any reason does not finish the class, the reimbursement shall not be paid.

Any employee who shall voluntarily retire or separate employment or be terminated for disciplinary cause within one year from the completion of the class or classes shall refund

all tuition paid under this provision for those specific classes unless they were required to attend by the appointing power.

The City reserves the right to investigate any school and approve or deny it for reimbursement if such action appears warranted. Courses must be taken at an accredited education institution, which is defined as any college or university which has been accredited by a recognized government or professional accrediting body (as determined by the City). Additionally, the City reserves the right to deny any course(s), specialized training or degree programs determined by the City Manager to be non-job related.

The City Manager or designated training officer is authorized to prescribe other limitations with respect to the time which may be spent by an employee in training and the amount of tuition reimbursement allowed per employee each year. The City Manager or designated training officer may waive any or all of the restrictions in this section.

### **SECTION 15. CAR ALLOWANCE**

The following positions shall receive a monthly allowance for car expenses:

<b><u>POSITION</u></b>	<b><u>MONTHLY ALLOWANCE</u></b>
Assistant City Manager	\$300.00
Director of Administrative Services/Treasurer	\$300.00
Director of Parks & Recreation	\$300.00
Director of Public Works	\$300.00
Director of Community Development	\$300.00

### **SECTION 16. CELL PHONE/DATA ALLOWANCE**

The following positions shall be eligible to receive a monthly allowance for personal cell phone expenses and data charges as listed pursuant to the provisions of the City Cell Phone Policy:

<b><u>POSITION</u></b>	<b><u>Cell Phone</u></b>	<b><u>Data Charges</u></b>
Assistant City Manager	\$40.00	\$45.00
Director of Administrative Services/Treasurer	\$40.00	\$45.00
Director of Parks & Recreation	\$40.00	\$45.00
Director of Public Works	\$40.00	\$45.00
Director of Community Development	\$40.00	\$45.00

### **SECTION 17. DISCIPLINE AND DISCIPLINARY APPEALS**

An employee in the competitive service may be disciplined, including dismissed, for due cause at any time by the City Manager. While discipline should be progressive in nature, the extent and degree of the disciplinary action taken shall be commensurate with the



offense and with due consideration of the employee's performance record. Any employee who will be disciplined shall receive a written statement of the reasons for such action prior to the time of the discipline and shall be entitled to a hearing if the employee so requests, as provided in this Section.

All employees are expected to exercise good judgment, loyalty, common sense, dedication, honesty, and courtesy in the performance of their duties. The primary mission of every employee is to provide courteous, orderly, efficient, and economic delivery of services to the citizens of the City.

#### **A. Grounds for Disciplinary Action**

The following are examples of the types of behavior constituting due cause which may result in discipline up to and including dismissal:

1. Acts, errors, or omissions which discredit the public service or impair the provision of orderly services to the citizens of the City.
2. Drinking alcohol or the abuse of non-prescription or prescription drugs or other controlled substances on the job, or arriving on the job under the influence of or while in possession of alcohol, drugs, or other controlled substances.
3. Violation of a lawful duty.
4. Insubordination; or insulting or demeaning the authority of a supervisor or manager
5. Absence from work without first notifying and securing permission from the supervisor.
6. Habitual absence or tardiness for any reason.
7. Unsatisfactory job performance, as determined by the City.
8. Conviction, meaning any judicial determination of guilt, of a crime that has a nexus to the employee's job duties.
9. Acceptance of fees, gratuities or other valuable items in the performance of the employee's official duties for the City.
10. Inability, refusal or failure to perform the duties of the assigned job.
11. Inefficiency or ineffectiveness in job performance.
12. Violation of duties or rules imposed by this manual, or by any other City rule,

regulation, policy or administrative order, or County, State, or Federal regulations and/or law.

13. Making any false representation or statement, or any omission of a material fact.
14. Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment.
15. Theft or damage of any City property, equipment, resource, or vehicle, or the waste of City supplies through negligence or misconduct.
16. Misuse or unauthorized use of any City property, including, but not limited to: physical property, electronic resources, supplies, tools, equipment, and communication systems.
17. Mishandling of public funds.
18. Falsifying or tampering with any City record, including work time or financial records.
19. Discourteous or offensive treatment of the public or other employees.
20. Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance.
21. Unapproved outside employment or activity, or other enterprise that constitutes a conflict of interest with service to the City.
22. Any conduct that impairs, disrupts or causes discredit to the City, to the public service, or other employee's employment.
23. Reckless or unsafe conduct.
24. Working overtime without prior authorization or refusing to work assigned overtime.

This list is not all-inclusive and only serves as a general guide. The City may discipline or dismiss employees for other reasons not stated above.

## **B. Types of Discipline**

In the event that discipline is necessary, the following types of disciplinary actions may be used in a progressive manner depending on the severity of the offense and the particular situation:

1. **Oral Warning:** An oral warning is a counseling session between the

employee's supervisor and the employee on the subject of the employee's conduct and performance, or their failure to observe a rule, regulation, or administrative instruction. It is intended to increase an employee's efficiency and value to the City by changing the employee's conduct, attitude, habits, or work methods. It will tell the employee what specific improvement is expected and what consequence(s) may occur if correction is not made. Following the counseling session, the supervisor shall document the oral warning. Such documentation shall be retained in a Supervisors file until such time as the next performance evaluation is issued and is not subject to the discipline or discipline appeal procedures below.

2. **Reprimand:** A reprimand is a formal written disciplinary action from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. Where applicable, the written warning shall indicate the following:
  - i. That the document constitutes a written notice of discipline.
  - ii. The behavior or violation of rules or procedure for which the discipline is given and the specific improvement expected.
  - iii. A statement of any prior discipline given to the employee.
  - iv. An indication, in general terms, of further action to be taken if there is a continuation of the unsatisfactory behavior or performance.
  - v. An indication that the employee received a copy of the written notice of discipline and whether the discipline was discussed with the employee.

Written reprimands are placed in the employee's personnel file. A written reprimand is not subject to the discipline appeal procedures described below. The employee has the right to have their written rebuttal attached to the reprimand in the employee's personnel file, if the employee submits the rebuttal to Human Resources within ten (10) days after the reprimand is received.

3. **Suspension:** A suspension is a temporary, unpaid absence from duty which may be imposed as a penalty for significant misconduct or repeated lesser infractions. A suspension is a disciplinary action which is made part of the employee's permanent record when the suspension is final and documented in the performance evaluation. A suspension will not be issued without the consent of the City Manager. A suspension without pay is subject to the discipline appeal procedures described below. Employees who are exempt from FLSA overtime will only be suspended as authorized by the FLSA.
4. **Reduction in Pay:** The City may reduce an employee's pay or paid leave for cause. A reduction in pay for disciplinary purposes may take one of three forms: (1) a decrease in salary to a lower step within the salary range; (2) a decrease in salary paid to an employee for a fixed period of time; or (3) loss of future

accrual of paid vacation or administrative leave, floating holiday, or compensatory time off. Documents related to a reduction in pay shall become part of the employee's personnel file.

A reduction in pay is subject to the discipline appeal procedures described below. Employees who are exempt from the FLSA overtime requirements are not subject to pay reduction, except loss of future accrual of vacation, floating holiday, or administrative leave.

5. **Demotion:** A demotion is an involuntary movement of an employee from a position in one classification to a different position in another classification having a lower salary schedule and is typically applicable for employees who are unable to maintain satisfactory work performance in their job. A demotion will not be issued without the consent of the City Manager. No employee shall be demoted to a position for which they do not possess the minimum qualifications. The employee shall receive a copy of the written notice of demotion and documentation that the demotion was discussed with the employee. Documents related to a demotion shall become part of the employee's personnel file. A demotion is subject to the discipline appeal procedures described below.
6. **Dismissal:** An employee may be dismissed from City employment for any of the reasons listed below.
  - i. During or at the end of the employee's probationary period.
  - ii. As a result of disciplinary action.
  - iii. Due to loss of skills, certifications or other conditions which would make the employee unfit for service.
  - iv. If the employee has a physical or mental impairment that prevents the employee from performing the required duties of the employee's position and the employee cannot be reasonably accommodated. Dismissal must be supported by medical evidence which establishes that the individual is unable to perform bona fide job requirements. The City may require an examination at its expense performed by a physician of its choice. Failure to submit to such request may result in dismissal.
  - v. Whenever the City Manager determines to make changes deemed to be in the best interest of the City such as non-disciplinary layoffs or service reductions.
7. **Administrative Leave:** Administrative leave with pay, may be utilized by the City Manager pending the results of an investigation or disciplinary action if the City Manager determines that factors such as, but not limited to, public confidence, potential impairment on an investigation, the safety of the employee or the efficient functioning of the City warrant such a suspension.

Based on individual circumstances and/or the nature or severity of an alleged violation, the steps listed above in the progressive discipline chain may be repeated or, where warranted by the nature or severity of the alleged misconduct, bypassed entirely. Any employee disciplined by a suspension or greater is entitled to the discipline appeal procedures described below.

### C. Discipline Procedures

The following discipline procedures only apply to full-time non-probationary employees in the City's competitive service. All employees other than full-time non-probationary employees in the City's competitive service (namely probationary, regular part-time, part-time hourly, temporary employees and at-will employees), may be disciplined or separated at will, with or without cause, and without the disciplinary procedures listed below. The following discipline procedures apply only to suspension without pay, reduction in pay, demotion, or dismissal. Any time limits specified in this Section may be waived by mutual agreement of both parties, in writing. As used in this section, the term "working days" shall mean Monday-Friday, excluding any City recognized holidays.

1. **"Skelly" Notice of Intended Disciplinary Action to Employee:** A written notice of the intended disciplinary action shall be given to the employee and to their representative if the employee has requested a representative in the discipline matter, at least five (5) days before any discipline may be imposed, which will include the following information:
  - i. The level of the intended discipline;
  - ii. The specific charges upon which the intended discipline is based;
  - iii. A summary of facts upon which the charges are based;
  - iv. A copy of all materials upon which the intended discipline is based;
  - v. Notice of the employee's right to respond within five (5) calendar days from the date of the notice, either by requesting a *Skelly* conference, or by providing a written response, or both;
  - vi. Notice of the employee's right to have a representative of their choice at the *Skelly* conference; and
  - vii. Notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed.
2. **Response by Employee and *Skelly* Conference:** If the employee requests a *Skelly* conference, the conference must be scheduled at least seven (7) calendar days after the date of the Notice. The conference will be an informal meeting with the Assistant City Manager or City Manager, at which the employee has an opportunity to rebut the charges against them and present any mitigating circumstances. The Assistant City Manager or City Manager will

consider the employee's presentation before any final disciplinary action. The employee's failure to attend the conference, or to deliver a written response by the date specified in the *Skelly* notice, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the notice. Employees shall have the right to be represented at this conference by their Union or by a representative of their choosing upon request.

3. **Final Notice of Discipline:** After the *Skelly* conference and/or timely receipt of the employee's written response, the Assistant City Manager or City Manager will: (1) take no disciplinary action; (2) modify the intended discipline; or (3) impose the intended disciplinary action. In any case, the Assistant City Manager or City Manager will provide the employee and their representative, with a notice that contains the following:
  - i. The level of discipline, if any, to be imposed and the effective date of the discipline;
  - ii. The specific charges upon which the discipline is based;
  - iii. A summary of the facts upon which the discipline is based;
  - iv. A copy of all materials upon which the discipline is based; and
  - v. A reference to the employee's appeal right and deadline to appeal.
4. **Delivery of the Final Notice of Discipline:** The final notice of discipline will be sent by mail method that verifies delivery to the last known address of the employee or delivered to the employee in person, and a courtesy copy will be provided to their representative. If the notice is not deliverable because the employee has moved without notifying the City or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

#### **D. Request for Disciplinary Appeal Hearing**

An employee, or their representative, may submit a written request for appeal to the City Manager within ten (10) days from: (1) receipt of the final notice of discipline; or (2) the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee. Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline.

1. **Appeal Hearing Officer:** The appeal hearing officer shall be the City Manager or an individual designated by the City Manager.
2. **Date and Time of the Appeal Hearing:** Once the appeal hearing officer has been designated, the hearing officer will set a date for an appeal hearing. The

employee shall be notified in writing at least twenty-one (21) days prior to the hearing of the scheduled date.

3. **Prehearing Notice of Witnesses and Evidence:** No later than ten (10) days before the hearing date, each party will provide the other and the appeal hearing officer a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. The City will use numbers to identify its evidence; the employee will use alphabet letters. Neither party will be permitted to call any witness or evidence that has not been listed, unless that party can show that the party could not have reasonably anticipated the need for the witness or exhibit.
4. **Witness Attendance:** The City has no authority to issue subpoenas in disciplinary matters. Each party is responsible for attendance of their proposed witnesses. City employees, however, who are requested by either party to testify during working hours will be directed by the City to appear and shall be released with pay to appear at the hearing. City employees who are directed to testify during non-working hours will be compensated for the time they actually spend testifying.
5. **Continuances:** The appeal hearing officer may continue a scheduled hearing only upon good cause shown.
6. **Record of the Appeal Hearing:** The hearing shall be recorded, either electronically or by a court reporter, at the option of the City. If the City orders a transcript or makes a transcript of the recording, the City will notify the employee within three days of ordering or making the transcript, and will provide a copy of the transcript to the employee at no cost to the employee.
7. **Employee Appearance:** The employee must appear personally before the hearing officer at the time and place set for the hearing. The employee may be represented by any representative they may select.

#### **E. Conduct of the Hearing**

1. **Sworn Testimony:** All witnesses shall be sworn in prior to testifying. The hearing officer or court reporter shall request each witness to raise their hand and respond to the following: "Do you swear (or affirm) that the testimony that you are about to give is the truth, the whole truth, and nothing but the truth?"
2. **Evidence:** Hearings need not be conducted according to technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner that the hearing officer decides is the most conducive to determining the truth. The rules dealing with privileges shall be effective to the same extent that they are recognized in civil actions. Irrelevant or unduly repetitious evidence may be excluded. The appeal hearing officer shall determine the

relevance, weight and credibility of testimony and evidence.

3. **Exclusion of Witnesses:** During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing.
4. **Burden of Proof:** The City has the burden of proof by the preponderance of the evidence.
5. **Authority of Hearing Officer:** The appeal hearing officer shall not have the power to alter, amend, change, add to, or subtract from any of the terms of this Article.
6. **Presentation of the Case:** The parties will address their remarks, evidence, and objections to the appeal hearing officer. The appeal hearing officer may terminate argument at any time and issue a ruling regarding an objection or any other matter. The appeal hearing officer may limit redundant or irrelevant testimony, or directly question the witness. The hearing will proceed in the following order unless the appeal hearing officer directs otherwise:
  - i. The City is permitted to make an opening statement;
  - ii. The employee and/or their representative is permitted to make an opening statement;
  - iii. The City will produce its evidence;
  - iv. The employee will produce its evidence
  - v. The City, followed by the employee, may present rebuttal evidence; and
  - vi. Oral closing arguments of no more than twenty (20) minutes may be permitted at the discretion of the appeal hearing officer. The City argues first, the employee argues second, and if the City reserved a portion of its time for rebuttal, the City may present a rebuttal.
7. **Written Briefs:** Either party may request to submit a written brief and/or a draft decision. The appeal hearing officer will determine whether to allow written briefs or draft decisions, the deadline for submitting briefs, and the page limit for briefs.

#### **F. Appeal Hearing Decision**

Within thirty (30) days of the conclusion of the hearing, the appeal hearing officer shall make written findings and a decision as to the discipline, which shall be final and binding.

The City will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision. It shall be the



responsibility of the employee to inform the City of their address. A copy of the decision shall also be provided to Human Resources.

Any legal action to challenge any decision of the hearing officer must be filed in a court of competent jurisdiction no later than ninety (90) days following the date the hearing officer's written decision becomes final as provided in California Code of Civil Procedure Section 1094.6.

### SECTION 18. PAYROLL DEDUCTIONS

On each bi-weekly payroll and in such form as the Administrative Services Director may determine, the Finance division is authorized and directed to deduct and withhold from the salary paid to each officer or employee of the City:

- A. The minimum amount required by Federal Law for income tax purposes and to make payment thereof to the United States as required by law.
- B. The minimum amount required by State Law for income tax purposes and to make payment to the State of California as required by law (Res. No. 76-57, July 13, 1976).

Any officers or employees may authorize the Administrative Services Director or designated staff to make deductions from their salaries to be paid to: 1) the carrier(s) of the City's health insurance program(s); 2) a charitable organization; 3) a financial institution, such as a credit union; 4) any other legitimate organization of the employees' collective choice. When so authorized by the employees, the Administrative Services Director or designated staff may make such deductions from the employees' salaries and pay the amounts designated to the appropriate organization.

**PASSED, APPROVED AND ADOPTED** this 12<sup>th</sup>, day of November, 2024.



Emmett G. Badar, Mayor

**ATTEST:**



Debra Black, City Clerk

I, Debra Black, City Clerk, hereby certify that Resolution 2024-79 was adopted by the City Council of San Dimas at its regular meeting of November 12<sup>th</sup>, 2024, by the following vote:

**AYES:** Badar, Bratakos, Nakano, Vienna, Weber  
**NOES:** None  
**ABSENT:** None  
**ABSTAIN:** None



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Debra Black, City Clerk