

probationary period shall not exceed a period of six (6) months, except that the City Council may, by resolution, establish a longer probationary period for specified positions. If additional training to perform the duties of the position is required of such appointee, satisfactory completion of courses of instruction at an accredited college or university may be required.

If the service of the probationary employee has been satisfactory to his department head, then the department head shall file with the City Manager a statement in writing to such effect and stating that the retention of such employee in the service is desired. If such a statement is not filed prior to the expiration of the probationary period, the employee will be deemed to be unsatisfactory and his employment terminated at the expiration of the probationary period.

SECTION 2. Objective of Probationary Period. The period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

SECTION 3. Rejection of Probationer. During the probationary period an employee may be rejected at any time by the appointing power without cause and without the right of appeal. Notification of rejection in writing shall be served on the probationer and a copy shall be retained in the personnel files.

SECTION 4. Rejection Following Promotion. Any employee rejected during the probationary period following a promotional appointment, or at the conclusion of the probationary period by reason of failure of the department head to file a statement that his services have been satisfactory, shall be reinstated to the position from which he was promoted unless charges are filed and he is discharged in the manner provided in the personnel ordinance and these rules for positions in the classified service.

## RULE XI ATTENDANCE AND LEAVES

SECTION 1. Annual Vacation/General Leave. The purpose of annual vacation and general leave is to enable each eligible employee annually to return to work mentally refreshed. All full time employees shall be entitled to annual vacation or general leave with pay. Those employees in the General, Fire and Police Units will earn vacation leave as described in their Memoranda of Understanding. Management/Confidential employees begin to earn general leave as stated below, and may use such leave time as it is earned. If an employee terminates employment with the City and then returns, vacation or general leave shall be earned at the same rates as if he were a new employee.

A. Effective June 24, 2006, Management/Confidential employees begin to earn general leave on the first day of probationary employment as follows:

<u>Tenure</u>		<u>General Leave Accrued</u>
Greater than:	Less than or equal to:	
0 months	5 full years	25 (days/year) or 16.667 (hours/month)
5 full years	10 full years	30 (days/year) or 20.000 (hours/month)
10 full years		35 (days/year) or 23.330 (hours/month)

Those Management/Confidential employees scheduled to work a 24-hour shift will receive General Leave accrual based on their 56-hour work week. Their accrual rates are as follows:

Greater than:	Less than or equal to:	
0 months	5 full years	13 shifts or 26 (hours/month)
5 full years	10 full years	15 shifts or 30 (hours/month)
10 full years		17-1/3 shifts or 34.667 (hours/month)

During the fiscal year, in the payroll period prior to the final payday in either June or December, an employee earning general leave may exchange up to a maximum of 120 hours, or for Battalion Chief 168 hours, of earned general leave for pay. However, any employee cashing in general leave hours, must leave a minimum balance of 80 hours (112 hours for Battalion Chief) in her bank after the cash out is completed.

Management/Confidential employees may accumulate up to three years of general leave accrual. If an employee reaches the general leave accrual maximum, that employee will not accumulate further leave until such time that the employee's accrual rate returns to below the maximum amount. Under special circumstances, and with City Manager approval, an employee may be allowed to accrue over the maximum on a temporary basis.

## SECTION 2. Payment of Leave Balances Upon Separation

When an employee separates from City employment qualified leave balances shall be paid out at the employee's base rate of pay. Compensatory Time Earned that exceeds the FLSA overtime minimums shall be paid at the employee's regular rate of pay pursuant to FLSA requirements. For Management/Confidential employees, qualified leave is defined as accumulated General Leave, Compensation Time Earned and Emergency Leave Entitlement. Management/Confidential Sworn Police employees will receive the unused pro-rata portion of Holiday Leave hours for that fiscal year.

## SECTION 3. General Sick Leave Policy.

Sick leave shall not be considered as a privilege which an employee may use at the employee's discretion, but shall be allowed only in case of necessity and actual sickness. All sick leave must be approved by an employee's department head, who checks the employee's records to determine if the employee is entitled to sick leave and the amount remaining. A department head may require an employee to furnish a doctor's certificate at any time for proof of illness.

Sick leave earned by an employee in any City position will be retained to the employee's credit if the employee is transferred, promoted, or demoted to any other City position. Employees shall continue to accrue leave as long as they are in a paid leave status for any part of a pay period. An employee may continue to accrue sick leave while on a military leave of absence if that absence exceeds fifteen (15) consecutive calendar days. When an employee has used all accumulated sick leave, further absence shall be charged to any other qualified accrued leave before leave of absence status can be used. An employee designated as exempt from the FLSA shall not have salary reduced in any manner for absences of less than one day when the employee does not have sufficient accrued time on the books to cover the absence. The difference between the employee's accrued time on the books and the daily work period shall be adjusted by means of a negative leave balance, whereby future leave accruals will be advanced to the employee to cover the absence. The employee will not have any financial claim to any accumulated sick leave upon leaving City employment unless provided by an approved Memoranda of Understanding.

In the event of serious illness of a member of the employee's immediate family, up to one half of the annual accrual of sick leave may be granted to such employee with the approval of the department head; the phrase "immediate family" is construed to mean the husband, wife, parent, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, foster child and foster parent, or any or either of them. Grandparent or grandchild are also considered "immediate family," if residing within the home or within the same place of residence of the employee.

In the event of a death of a member of the employee's immediate family as defined in the paragraph above, a maximum of five (5) days of sick leave may be granted for out-of-state leave and a maximum of three (3) days may be granted within the State. Members of the General Unit may use Bereavement Leave as described in their Memoranda of Understanding.

SECTION 4. Bereavement Leave. In the event of a death of a member of the employee's immediate family as defined in the paragraph above, up to five (5) days of paid leave in a 12-month period beginning from the date the leave first begins, may be used by the employee for Bereavement Leave. Members of the General Unit may use Bereavement Leave as described in their Memorandum of Understanding.

SECTION 5. Workers' Compensation Leave. Each employee, regardless of the employee's category of employment, is authorized injury leave when the employee suffers a compensable illness or injury while on duty or arising in and out of the course of employment. If the employee exhausts all qualified leave accrued, the employee may make application for Family Medical Leave pursuant to the City's FMLA policy. For Management/Confidential non-sworn employees the City will pay the employee's salary for the first seven (7) days of absence. If the absence continues past seven (7) days, the employee will collect temporary disability. Temporary disability will be paid at the state-approved rate. The employee may subsidize their pay with accrued General Leave to make up a full pay check. For sworn police and fire employees, the City will pay salary continuation pursuant to state labor code section 4850. For sworn fire employees, at no time can sick leave be used for injuries which are compensable under Workers' Compensation.

Effective December 29, 1990, General Employees with 6 Months Employment or More shall receive \$1.00 per pay period in salary continuation and may charge the first three days of any injury on duty to sick leave, or if there is not enough accrued sick leave, then to the employee's other accumulated leaves. Thereafter, the employee shall receive only the \$1.00 per pay period salary continuation but may use vacation and or CTO to receive full pay. During the first 60 days or while receiving vacation or CTO pay, the employee shall continue to accrue leave time and continue to receive the City's insurance allowance. Thereafter, all leave accruals and allowances cease and insurance become the responsibility of the employee.

Effective December 29, 1990, General Employees with Less Than 6 Months Employment shall receive \$1.00 per pay period in salary continuation and may charge the first three days of any injury on duty to sick leave, or if there is not enough accrued sick leave, then to the employee's other accumulated leaves. Thereafter, the employee shall receive only the \$1.00 per pay period salary continuation. During the first 30 days, the employee shall continue to accrue leave time and continue to receive the City's insurance allowance. Thereafter, all leave accruals and the allowances cease and insurance become the responsibility of the employee. (Resolution 4656)

SECTION 6. Jury Duty Leave. Full-time employees of the City will receive regular compensation for jury duty service on their scheduled work days. Specific guidelines will be outlined in the City's Personnel Instructions and/or respective employee Memoranda of Understanding.

SECTION 7. Military Leave. Military leave shall be granted in accordance with the provisions of State of California law. All employees entitled to military leave shall give the appointing power (City Manager) an opportunity within the limits of military regulations to determine when such leave shall be taken. A full time employee may consider Draft Board examination as military leave, and receive compensation for time used in this manner.

Beginning on July 1, 2009 upon approval of the City Council (August 4, 2009), and ending on August 31, 2010, the City shall compensate full time employees called to involuntary active military duty according to Attachment D of these rules. However, the provisions set forth in Attachment D are temporary and shall continue in full force and effect only until August 31, 2010 at which time they shall fully and completely terminate unless extended by a vote of the Manhattan Beach City Council. The privileges extended by

Attachment D are temporary and limited and not intended to create vested rights or precedential rights beyond their express term nor to establish past practice to be relied upon in future interpretations of these Rules and Regulations.

SECTION 8. Leave of Absence. The City Manager may grant a full time employee leave of absence with or without pay not to exceed one year. No such leave shall be granted except upon written request of the employee when all other leave has been used. Approval shall be in writing and a copy filed with the City Manager. Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge.

SECTION 9. Hours of Work. All offices of the City, except those for which special regulations are required, shall be kept open for business on all days of the year except Saturdays, Sundays, and designated holidays from 8:00 a.m. until 5:00 p.m. Employees for whom necessity requires a different schedule than that generally applied shall work according to regulations prepared by the respective supervising officials and approved by the City Manager.

SECTION 10. Attendance. Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep attendance records of employees which shall be reported to the City Manager or designee in the form and on the dates he shall specify. Failure on the part of an employee, absent without leave, to return to duty within twenty-four (24) hours after notice to return shall be cause for immediate discharge, pursuant to the City's disciplinary process.

SECTION 11. Holidays. Municipal offices shall be closed on the following legal holidays: January 1st; the third Monday in January, known as Martin Luther King, Jr. Day; the third Monday in February, known as "Presidents Day"; the last Monday in May, known as "Memorial Day"; July 4th; the first Monday in September, known as "Labor Day"; the second Monday in October, known as "Columbus Day"; November 11th, known as "Veterans Day"; the fourth Thursday of November, Thanksgiving Day and the Friday immediately following Thanksgiving Day; and December 25<sup>th</sup>. In addition, one floating holiday will be approved per fiscal year for each non-Management/Confidential employee employed on that July 1st. If one of the paid holidays falls upon a Sunday, the Monday following shall be observed as the holiday. If one of the paid holidays falls on a Saturday, the Friday preceding shall be observed as the holiday. All employees, other than part time, temporary and sworn Police and Fire employees, will be paid for the above mentioned legal holidays. Specific rules for holiday pay and accrual are provided in the appropriate memoranda of understanding.

Employees in the Battalion Chief classification receive annually 123.2 hours of paid holiday time pro-rated on a bi-weekly basis as special pay in lieu of holiday time off. Effective January 1, 2000, sworn Police Captains and Lieutenants are entitled to one hundred (100) hours off in lieu of paid holidays. Effective July 1, 2000, this leave will increase to one hundred and ten (110) hours. Effective July 1, 2005, sworn Police Captains and Lieutenants may cash out up to 30 hours of holiday time during the first pay period in December.

Employees engaged to work full time for an indefinite period will be employed on a monthly rate and will receive paid holidays if they work the day preceding and day following a scheduled holiday. The monthly rate of pay is to be taken from the regular schedule of pay ranges and steps as recommended by the department head and approved by the Human Resources Director.

SECTION 12. Overtime Work. Overtime work is work performed by an employee at times other than those normally required for the employee's employment. Any other provision of this resolution notwithstanding, any dispute or question of fact as to what time or times are normally required for the employment of any person shall be decided by the City Manager, and his decision shall be final.

It is the policy of the City that overtime work is to be discouraged. It will be authorized only to provide services which cannot be provided during the normal work day and in abnormal or emergency situations. It is not the purpose of overtime work to provide supplementary income for employees.

In cases of emergency or whenever the public interest or necessity requires, any department may require any employee in such department to perform overtime work. No employee shall be required to perform overtime work except upon the approval of the City Manager or designee, filed with the officers having charge of payrolls and such approval must be given prior to the performance of the overtime work, except when performed in an emergency to prevent loss of life or injury or damage to person or property. No employee shall be compensated for overtime work in any manner unless approved as herein provided.

Overtime shall not be paid in those cases where an employee is called back from sick leave or vacation, but rather shall be deemed to have returned to regular work status and be paid his regular salary and not charged to vacation or sick leave for those hours actually worked.

For general employees, computation of the forty (40) hour week shall not include any leave times, with the exception of City-recognized holidays and those cases where the employee has taken pre-approved vacation leave and is mandated to work overtime; vacation for Fire employees and holidays and vacation for Police employees. As permitted in the Fair Labor Standards Act (FLSA), the City has declared a 7(k) exemption and established work periods for the purposes of computing overtime at 80 hours per 14 days for non-exempt sworn Police employees and 212 hours per 28 days for non-exempt sworn Fire employees. Overtime for fire employees will be managed as agreed in the current Memorandum of Understanding between the City and the Manhattan Beach Firefighter Association. All other employees shall have overtime hours based on a 40-hour per 7-day period.

~~Per a previous agreement employees in the Police Lieutenant and~~ The Battalion Chief positions will be compensated at ~~time and one half base rate~~ ~~straight time~~ for overtime worked for Fire suppression operations/job duties, to be administered in the same manner as the Police Lieutenants overtime rate calculations.

Overtime premium pay shall be paid in accordance with the FLSA, as amended in November, 1985, and with approved Memoranda of Understanding. Certain positions are exempt from the FLSA based on the nature of duties performed and overtime for these positions is only regulated by City policy. The positions in the following categories are exempt from the FLSA:

#### EXECUTIVE

City Manager  
Police Chief  
Battalion Chief  
Fire Chief  
Human Resources Director  
Director of Community Development  
Director of Finance  
Director of Parks and Recreation  
Director of Public Works  
Police Captain  
Building Official  
General Services Manager  
Equipment Maintenance Supervisor  
Maintenance Superintendent  
Utilities Manager  
City Engineer  
Wastewater and Electrical Supervisor  
Water Distribution Supervisor  
Older Adults Program Supervisor

## ADMINISTRATIVE

Assistant to the City Manager/Deputy City Manager  
Environmental Programs Manager  
Lieutenant  
Risk Manager  
Management Analyst  
Senior Human Resources Analyst  
Controller  
Financial Services Manager  
Revenue Services Manager  
Information Systems Manager  
Administrative Assistant  
Legal Secretary  
Police Records Supervisor  
Senior Management Analyst  
Geographic Information Systems Analyst (Resolution 5762)  
Senior Planner  
Assistant Finance Director  
Principal Plan Check Engineer  
Recreation Services Manager  
Carpenter  
Maintenance Worker IV  
Human Resources Analyst

## PROFESSIONAL

Plan Check Engineer  
Senior Civil Engineer  
Senior Plan Check Engineer

Additionally, overtime provisions may vary by bargaining groups and these provisions are contained in the appropriate Memoranda of Understanding.

## RULE XII EXPENSES ALLOWANCES AND OTHER FRINGE BENEFITS

### SECTION 1. Uniform Allowance.

The following positions, listed by Department, are authorized to receive a uniform allowance, maintenance and replacement as specified below. Effective August 14, 1999, this allowance shall be paid on a bi-weekly basis.

<u>Sworn Fire</u> <u>Management/Confidential</u>	<u>Paid 1<sup>st</sup> Payroll</u> <u>after January 1, 1999</u>	<u>Paid 1<sup>st</sup> Payroll</u> <u>after Jan. 1, 2000</u>
Fire Chief	\$575 per year (7/1/99)	\$600 per year
Battalion Chief	\$575 per year (7/1/99)	\$600 per year
 <u>Sworn Police</u> <u>Management/Confidential</u>	 <u>Effective</u> <u>August 12, 2000</u>	 <u>Effective</u> <u>August 11, 2001</u>
Chief of Police	\$650/year	\$700/year
Police Captain	\$650/year	\$700/year