

SOUTH COAST

AIR QUALITY MANAGEMENT DISTRICT

SALARY RESOLUTION

October 2, 2020

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CHAPTER I

GENERAL PROVISIONS

ARTICLE 1

INTRODUCTORY PROVISIONS

Section 1. TITLE AND PURPOSE OF *RESOLUTION*

This Resolution shall be known as the “*Salary Resolution* of the South Coast Air Quality Management District.” It establishes the compensation of persons employed by SCAQMD and establishes related rules and regulations.

Section 2. ADMINISTRATIVE CLARIFICATION AND INADVERTENT OMISSIONS

In the event any provision of this *Resolution* needs clarification, the Executive Officer may, with the advice of General Counsel, issue administrative instructions clarifying the intent of said provisions as enacted. Such administrative instructions shall expire 60 days from the date they are issued unless they are included in amendments added to this *Resolution* by formal action of SCAQMD’s Board.

It is the intent of the Board in adopting amendments to this *Resolution* that the salaries thereof shall be the same as referred to in the minutes of the Board meeting directing the preparation of a resolution amending this *Resolution*. If the Executive Officer finds that any position has been omitted by inadvertence in any amendments made to this *Resolution*, or that any amendment to this *Resolution* inadvertently provides a different compensation than that intended by the Board, as referred to in said minutes, he or she shall, with all possible dispatch, present a resolution to the Board correcting such error.

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ARTICLE 2

DEFINITIONS

The definitions of terms found in the *Employee Relations Resolution*, *Administrative Code*, and *Personnel Rules* are incorporated herein by reference.

Section 3. ACTIVE SERVICE – time spent in active on-the-job performance of the duties of a position and any authorized paid leaves of absence.

Section 4. ANNIVERSARY DATE – a date that is one calendar year after the date of entry into a step rate level of a position. Such definite date is established in various sections elsewhere in this *Resolution*. The term “vacation anniversary date” refers to specific dates in computing eligibility for vacation benefits under Article 9.

Section 4a. BOARD MEMBER ASSISTANT AND BOARD MEMBER CONSULTANT employees employed on a contract basis who serve at the pleasure of the SCAQMD’s Board and can be terminated by either the Board or the Board Member for who they serve. These employees shall be exempt from the provisions of the *Salary Resolution* unless specifically referenced in the *Resolution* or in their contract with SCAQMD.

Section 5. SCAQMD BOARD OR BOARD – the South Coast Air Quality Management District Board.

Section 6. EXECUTIVE OFFICER – the employee appointed by SCAQMD’s Board to direct the activities of SCAQMD, or his or her designated representative.

Section 7. DESIGNATED DEPUTY – an executive management employee employed on an at-will basis who serves at the pleasure of the Executive Officer. This definition covers management classes at or above the director level. Designated Deputies shall be exempt from the provisions of the *Salary Resolution* unless specifically referenced in the *Resolution*.

Section 8. CONTINUOUS SERVICE – for positions compensated on a biweekly or annual basis, service accrued during the regular hours or shifts of the position in which the employee is employed.

The following shall not be considered an interruption of continuous service:

- a. Paid leave
- b. Approved leaves of absence
- c. Reentering SCAQMD service within three (3) working days after termination
- d. Reemployment pursuant to statutes following a resignation to serve in the armed forces.
- e. SCAQMD continuous service shall include service in one or more of the four counties (Los Angeles, Orange, Riverside, or San Bernardino), if such service ceased on or prior to June 30, 1976, and SCAQMD service commenced on or before July 1, 1976.

- f. For those reemployed from a reemployment list within one (1) year of having been laid off in accordance with, for management and confidential employees, Section 9d of the *Personnel Rules*, or, for union-represented employees, Article 45, Section 9, “Layoffs and Reductions,” of their *Memorandum of Understanding*, continuous service time shall include the time spent in a layoff status.

Section 8a. MANAGEMENT EMPLOYEE – for purposes of the provisions of the *Salary Resolution*, *Personnel Rules*, and *Administrative Code*, the term “management employee” is defined to include employees in attorney classifications, even though they may not have management responsibilities.

Section 9. POST POSITION – any position assignment to which the Executive Officer has determined that its duties must be regularly performed on a predetermined schedule at a specified location, irrespective of holidays, the regular work week or normal business hours.

Section 10. SHIFT EMPLOYEE –any employee who is assigned on a regular basis to a post position, who, as a consequence of such assignment, receives alternative time off in lieu of the holidays provided in Section 28 of this *Resolution* and the regular non-business days of Saturday, Sunday, and Monday. For purposes of this section, assignment on a regular basis shall be deemed to be a period of not less than one calendar month.

Section 11. SECTION – a section of this *Resolution*, unless some other resolution or statute is mentioned.

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ARTICLE 3

STEP PAY PLAN

Section 12. APPLICABILITY OF STEP RATES

It is the intent of this *Resolution* that employees holding positions compensated under the step plan shall be required to work one (1) year at each step rate, except as provided below. For classifications covered by this *Resolution* (see Section 53), the following general rules shall apply:

- a. Except as provided below or in the case of transfer, demotion, or promotion, original appointment to these positions shall be at the rate designated as the first step.
- b. Except as provided below, step advances shall be granted upon completion of one (1) year of continuous service in the same position until the top step is reached.
- c. Employees holding positions compensated on *Salary Schedule 20F* or below shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service. The succeeding step advancement in such a case will be made thereafter on a yearly basis, unless an exception is specifically authorized.
- d. Under special circumstances, the Executive Officer may authorize placement of an employee at any step above the first step within the established salary range for the position. The succeeding step advancement will be made thereafter on a yearly basis, unless an exception is specifically authorized.
- e. Notwithstanding the above, step advances shall be predicated upon a rating of "Satisfactory" or better on annual performance appraisals, based upon merit, and granted only upon the affirmative recommendation of the immediate supervisor and the Executive Officer, or designee. The supervisor shall submit annual performance appraisals to Human Resources, which should include a recommendation to grant, deny or defer the merit step advance. If the step advance is denied, an interim performance appraisal may be submitted to Human Resources at any time prior to the next annual performance appraisal. A step advance will be predicated upon a ranking of "Satisfactory" or better on interim performance appraisals. The interim performance appraisal will not change an employee's anniversary date.
- f. Thirty (30) calendar days prior to each probationary employee's end-of-probation date, Human Resources shall advise the supervisor in writing of the end-of-probation date. The supervisor shall submit an end-of-probation performance appraisal, which should include a recommendation to grant, deny, or defer the merit step advance for which the employee will be eligible upon completion of one (1) year of continuous service.
- g. Sixty (60) calendar days prior to quarterly performance appraisal due dates, Human Resources shall notify the respective divisions of regular full-time employees for whom a performance appraisal is due. The performance appraisal rating shall be valid for one (1) year, and ratings of "Satisfactory" or better will be used as a basis for granting a step advance to respective employees on their anniversary date.

Section 13. SPECIAL Y-RATES

A Y-rate is a special salary rate established by this *Resolution* that entitles an employee to receive compensation at a rate higher than that provided for in the fifth step of the salary range for the position that he or she holds, or a rate that falls between the steps of a range established for the class.

Any employee receiving compensation at a Y-rate may retain such Y-rate after transfer, promotion, or demotion only if the Executive Officer finds, after investigation, that retention of such Y-rate is consistent with the reasons for which it was originally authorized.

Y-rates shall be reviewed by the Executive Officer annually, and if the circumstances that supported the approval no longer exist, he or she may discontinue the special step placement or Y-rate.

Section 14. ADJUSTMENTS IN LENGTH OF SALARY RANGES

When the length of the salary range of a position is changed, the following rules shall apply:

- a. When the range is shortened, each employee holding such position shall retain the step in the new range that he or she was entitled to in the former range.
- b. When the range is lengthened, each employee holding such position shall retain the rate in the former range and benefit by the increase in *Salary Schedule* and level, if any, provided by this *Resolution* and shall retain his or her step anniversary date and receive further step advancement as if said range had not been lengthened.

Section 15. ADJUSTED ANNIVERSARY DATES FOR STEP ADVANCEMENT

Where an employee's anniversary date is within the first through seventh days of the pay period, his or her step advance shall be made on the first day of that pay period. Where the anniversary date is on or after the eighth day of the pay period, the step advance shall be made on the first day of the following pay period.

For persons commencing permanent SCAQMD employment after October 31, 1981, the anniversary is understood to be the first day of permanent employment, or if the employee is subsequently promoted, the effective date of promotion. For persons commencing permanent SCAQMD employment prior to November 1, 1981, the yearly anniversary date shall be the date in effect on October 31, 1981. Upon promotion, the anniversary date shall change to the effective date of promotion.

Section 16. APPOINTMENTS AND PROMOTIONS TO HIGHER-LEVEL POSITIONS

When an employee is promoted, he or she shall be entitled to receive the step rate in the *Salary Schedule* of the new position that provides at least a 10 percent increase in pay or a Step 5 placement, whichever is smaller. An employee who is compensated at a Y-rate that exceeds the top step of the salary range of his or her old position shall, upon promotion, be compensated at the step rate in the *Salary Schedule* of the new position that provides at least a 10 percent increase in

salary over the top step of the old position, provided that he or she shall not thereby suffer a reduction in salary.

Employees in the Technical and Enforcement and Office Clerical and Maintenance bargaining units eligible for consideration for restoration who return to their earlier classification through promotion will be placed at the salary step they were previously on when in the higher classification or will receive the step placement described above, whichever is greater.

When an employee is promoted from a permanent position to a higher-level permanent position, the provisions of this *Resolution* shall govern such promotion. The effective date of such promotion shall set a new anniversary date and the employee shall be entitled to step advances in such higher-level position based on this new anniversary date.

The changes in pay resulting from promotions shall be effective the first day of a pay period. If the date of the pay change falls in the first half of the pay period, the pay shall increase at the beginning of the pay period. If the date of the action falls in the second half of the pay period, the pay shall increase on the first day of the subsequent pay period.

Section 16a. ACTING APPOINTMENT

SCAQMD may appoint a confidential or management employee in a temporary acting capacity to a vacant or substitute position. Employees in acting appointments, who must meet the minimum requirements for the higher-level classification, are assigned the significant distinguishing duties of the higher classification a majority of the time in a vacant position allocated to their division. A confidential or management employee appointed in an acting capacity to a higher-level classification will receive the pay of the higher classification from the beginning date of the acting appointment. Pay will be at the step rate in the salary range of the higher-level class that provides at least a 10 percent increase in pay or at the fifth step, whichever is smaller. (When union-represented employees are temporarily appointed to a vacant or substitute management or confidential position, this will be considered a working-out-of-class appointment and provisions of Article 4, "Working-Out-of-Class," of their *Memorandum of Understanding* will apply.)

Section 17. APPOINTMENTS AND DEMOTIONS TO LOWER-LEVEL POSITIONS

- a. For the purposes of this section, demotion means reduction from a position with a higher maximum rate of pay with the consent of the appointing authority.
- b. When any employee is voluntarily demoted, he or she shall be entitled to the highest existing step of the salary range of the position to which he or she is demoted that does not exceed his or her rate of pay immediately prior to the demotion.
- c. In case of demotion due to disciplinary action, the appointing authority may indicate any existing step rate in the range of the lower position, which shall not be higher than the step rate held by the employee in the higher position.
- d. Upon demotion an employee shall retain the anniversary date held in the higher position.
- e. The changes in pay resulting from demotions shall be effective the first day of a pay period. If the date of the pay changes falls in the first half of the pay period, the pay shall decrease at the

beginning of the pay period. If the date of the action falls in the second half of the pay period, the pay shall decrease on the first day of the subsequent pay period.

Section 18. REINSTATEMENT, RESTORATION, AND REEMPLOYMENT FOLLOWING LAYOFF

- a. Salary Upon Reinstatement. When employees are reinstated following separation from SCAQMD service, they shall receive the salary step rate designated by the appointing authority, except that:
 - (1) If they are reinstated to the position they held immediately prior to separation, they shall not receive a step rate higher than the step rate they were on prior to separation.
 - (2) If they are reinstated to a lower-level position than they held immediately prior to separation, they shall not receive a step rate that provides a higher salary than they would have received under (1) above.
 - (3) Date of reinstatement shall set a new anniversary date.
- b. Step Placement Upon Restoration. When employees are restored, pursuant to these rules, to a higher-level position, they shall receive the compensation that is the higher of the following:
 - (1) The salary step they previously earned while holding said position.
 - (2) If at least one (1) year has elapsed since they last held status in any higher-level position, the salary step rate that they would have received had they been appointed from a position in a lower-level classification to a higher-level classification.
- c. Salary Placement and Establishment of Vacation Accrual, Salary Step Advancement, and Layoff/Reduction Seniority Dates Upon Reemployment Following Layoff. When employees are reemployed from a reemployment list within one (1) year of having been laid off in accordance with, for management and confidential employees, Section 9d of the *Personnel Rules*, or, for union-represented employees, Article 45, Section 9, "Layoffs and Reductions," of their *Memorandum of Understanding*, they shall, if returning to the same classification held at the time of layoff, receive the same step placement they had at layoff. If returning to a different classification, they shall receive the highest step placement of that classification's salary range that does not exceed the current salary level of the step they were on at the time of their layoff. The dates used to determine the vacation accrual rate, salary step advancements, and layoff/reduction seniority will be the dates in effect at the time of layoff.

Section 19. TEMPORARY POSITIONS AND APPOINTMENTS

- a. Persons temporarily appointed shall not be appointed nor advanced to steps beyond the first step of the range, except as provided for elsewhere in this *Resolution*.
- b. Temporary employees will be eligible for a step advance after 1,600 hours of continuous service. In no case may a step advance be granted in less than one (1) year of continuous service based upon their anniversary date. Thirty (30) calendar days prior to each employee's

merit step eligibility date, Human Resources shall advise the supervisor in writing that the employee will be eligible for a step advance. The supervisor shall return to Human Resources a recommendation for step increases for temporary employees that will include a recommendation to grant, deny, or defer the merit step advance based on performance.

Section 20. STEP RATE ON CHANGE TO PERMANENT STATUS

Any employee who receives salary step placement pursuant to these provisions shall have an anniversary date established in accordance with the provisions of Section 15 of this *Resolution*.

Section 21. BASE RATE

The provisions of this Article apply to and are based only on base rates. Base rates are those rates set in Section 53 without respect to other special pay provisions, unless such special provisions specifically state that they constitute a base rate.

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ARTICLE 6

SPECIAL BASE RATES

Section 22. REDESIGNATION OF POSITIONS

The Executive Officer may redesignate any position to part-time service or temporary status, or both, and restore such position to its original designation. The compensation for the position shall be proportionately reduced or adjusted.

Section 23. DIFFERENTIAL FOR NIGHT SERVICE

a. For purposes of this section only:

- (1) An evening shift is a regularly established work shift at least one-half of which falls between the hours of 4 p.m. and 11 p.m.
- (2) A night shift is a regularly established work shift at least one-half of which falls between the hours of 9 p.m. and 8 a.m.

b. A \$2-per-hour bonus may be paid to any employee for each hour worked during an evening or night shift, except as otherwise provided herein.

Section 24. STANDBY PAY

When authorized, a \$3-per-hour payment may be paid to any employee assigned regularly scheduled periods of standby service at off-duty times. Employees who are required to stand by must be available to return to duty with minimal delay, which may or may not require travel to SCAQMD headquarters or another location. Employees on standby shall not be considered to be inconvenienced or have their normal activities restricted if they are required to be available to respond to phone calls or text message by mobile phone, or are required to be available to respond to instant messages or emails.

Section 25. CALLBACK PAY

- a. Represented employees shall refer to their MOU for Callback Pay provisions.
- b. This section shall not apply to management and confidential employees.

Section 25a. RETIREMENT CONTRIBUTION EQUIVALENCY PAYMENT

A retirement contribution equivalency payment shall be made to certain management and confidential employees who are members of the Los Angeles County Employees' Retirement Association. This payment shall be made only to those employees who, as of June 30, 1984, paid no retirement contributions by virtue of having been credited with 30 years of retirement service credit. These employees shall receive, each biweekly pay period, an equivalency payment equal to 1.9 percent of base salary. This equivalency payment is in addition to base salary and not a part of it.

ARTICLE 7

WORK HOURS, WORK WEEK, AND HOLIDAYS

Section 26. WORK HOURS

- a. Hours in Work Day. Eight (8) hours or ten (10) hours shall constitute a day's work for all persons employed by SCAQMD, unless otherwise provided by the rules adopted by the Board, by specific orders of the Board, or by this *Resolution*.
- b. Rest Periods. All persons in SCAQMD service who are doing continuous, routine, repetitive tasks shall be entitled to mid-morning and mid-afternoon rest periods of 15 minutes each, respectively.

Section 27. WORK WEEK

- a. Four-Day Work Week. All persons employed by SCAQMD shall work on a four (4)-day-per-week basis, except as follows:
 - (1) Where the Executive Officer finds that a four (4)-day work week is impracticable, he or she may authorize work on a 40-hour week basis. Such change in the number of work days shall not alter the basis for, nor entitlement to receive, the same rights and privileges as provided all employees who work a four (4)-day, 40-hour week.
 - (2) In case of extraordinary emergency, the Board may authorize more than four (4) days (or more than five (5) days, if on a five (5)-day, eight (8)-hour schedule) in any one (1) calendar week.
 - (3) Whenever in Section 53 of this *Resolution* the number of hours for a position is specified following the title of a position, that number shall be the basic number of hours per week for the position.
 - (4) Notwithstanding the above, the appointing authority may require any employee to work for more than four (4) days per week or for more than the regular number of hours in an assigned work day or week when public necessity or convenience requires such work.

Full-time employees shall work four (4) ten (10)-hour days within a seven (7) calendar-day period. This work schedule shall be applied to all employees, unless specifically exempted by management. Beginning January 2, 1995, for Designated Deputies, management, and confidential employees, and employees in the Technical and Enforcement and Office Clerical and Maintenance bargaining units, and May 1, 1996, for employees in the Professional bargaining unit, work days will be Tuesday through Friday, except that management may designate alternative work days for individual employees when operational needs require it.

Employees may choose, subject to supervisory approval, to start work as early as 6:30 a.m. and end work as late as 7:00 p.m.

Management may designate alternative work schedules for individual employees when operational needs require it. Reasonable advance notice shall be given to employees whose

work schedules are changed. (Union-represented employees should see Article 5, “Work Week,” Section 3, of their *Memorandum of Understanding*.)

Nothing contained herein shall be construed as guaranteeing to any employee a minimum number of hours per day, days per week, weeks per year, or any other guarantee of work.

- b. Employees exempted for a medical condition from the 4/10 work schedule referenced above will work a minimum of four (4) eight (8)-hour days per week. Management has the discretion, based on operational needs, to permit an employee to have a work schedule consisting of five (5) eight (8)-hours days a week. Employees working a 4/8 schedule may apply earned leave time (vacation, compensatory time, sick leave, etc.) to receive up to full pay for an 80-hour pay period. Nothing contained herein shall be construed as guaranteeing to any employee a minimum number of hours per day, days per week, weeks per year, or any other guarantee of work.
- c. Persons on Hourly or Part-Time Basis. The provisions of this Article relating to the work week shall not apply to any employee employed on an hourly or part-time basis.

Section 28. HOLIDAYS

- a. Definition. SCAQMD-paid holidays shall be:

- (1) July 4 (Independence Day)
- (2) First Monday in September (Labor Day)
- (3) November 11 (Veterans’ Day)
- (4) Fourth Thursday and following Friday in November (Thanksgiving and following day)
- (5) December 25 (Christmas)
- (6) January 1 (New Year’s Day)
- (7) Third Monday in January (Martin Luther King, Jr.’s Birthday)
- (8) Third Monday in February (President’s Day)
- (9) Last Monday in May (Memorial Day)

On each September 1, SCAQMD employees shall be granted ten (10) hours (or eight (8) hours if working a 4/8 or 5/8 schedule) of floating holiday time in lieu of celebrating Admissions Day. On each February 1, SCAQMD employees shall be granted ten (10) hours (or eight (8) hours if working a 4/8 or 5/8 schedule) of floating holiday time in lieu of celebrating Abraham Lincoln’s birthday.

Whenever any employee is unable to take such time off as provided by this section regarding floating holidays, such time may be carried over into the next succeeding calendar year during which year such time off must be taken or it is lost. However, if a pay period bridges two calendar years, an employee will have until the end of that pay period to take off floating holiday time before it is lost.

- b. Paid Leave. Any employee who is employed on a biweekly basis shall be entitled to paid leave for holidays as defined by subsection a. of this section, as follows:
 - (1) Forty (40)-hour-per-week employees and employees exempted for a medical condition from the 4/10 schedule who are regularly scheduled to work a minimum of four (4) eight

(8)-hour days per week who charge a minimum of four (4) hours work or accrued leave time on the work day falling immediately before or, as long as it is within the same pay period, immediately after a holiday (when two (2) holidays occur on consecutive days, four (4) hours per holiday, or eight (8) hours, must be charged).

- (a) Any employee working a 4/10 work schedule shall receive ten (10) hours of holiday pay for each said holiday.
- (b) Any employee working a 4/8 or 5/8 work schedule shall receive eight (8) hours of holiday pay for each said holiday.
- (c) Whenever a management or confidential employee's regularly scheduled day off falls on a holiday, he or she shall be granted ten (10) hours of holiday leave time (eight (8) hours if working a 4/8 or 5/8 schedule) to be taken off at a later day subject to prior approval by such employee's supervisor.
- (d) Confidential employees working on a fixed SCAQMD holiday shall receive one (1) hour of holiday leave time for each one (1) hour worked up to ten (10) hours (or eight (8) hours if the employee is on a 5/8 work schedule). Any compensation for management employees working on a fixed holiday shall be in accordance with guidelines set by the Executive Officer, except that such compensation shall not exceed that granted confidential employees.

(2) Part-time employees. Any part-time employee employed on a biweekly basis shall be allowed paid leave for each said holiday in the manner set forth in this section, but in an amount equal to the fraction of ten (10) hours or eight (8) hours equivalent to the basis for compensating said position.

c. Holiday Earned.

- (1) Whenever any employee is unable to take such time off as provided by section 28b(1)(c) above, such time may be accrued for up to 140 hours. Holiday earned accrual will resume at the beginning of the pay period immediately following the pay period in which the balance falls below 140.
- (2) From March 2, 2018 through March 31, 2018, any non-represented employee who has held a permanent full-time position for 26 consecutive pay periods shall have the option of selling back to SCAQMD up to 70 hours of holiday earned leave time accrued, and not used, during the previous 26 pay periods. Once an employee has sold back any amount of holiday earned leave time, the employee may not do so again for another 26 pay periods.

Beginning April 1, 2018, any non-represented employee who has held a permanent full-time position for 26 consecutive pay periods shall have the option of selling back to SCAQMD up to 40 hours of holiday earned leave time accrued, and not used, during the previous 26 pay periods. Once an employee has sold back any amount of holiday earned leave time, the employee may not do so again for another 26 pay periods.

- d. Holiday Time Payoff. Any employee about to leave the service of SCAQMD shall be allowed a leave of absence of accumulated holiday time that has not been taken, calculated according to the provisions of this section. In place of this leave, a lump sum payment may be made to the employee. This payment shall be calculated by multiplying the employee's unused holiday time by his or her regular hourly rate at the date of termination.

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ARTICLE 8

OVERTIME

Section 29. DEFINITIONS

As used in this Article only, the following terms have the meaning indicated:

- a. Exempt Employees – those employees who are not covered by the wage and hour provisions of the Fair Labor Standards Act (FLSA) or who the Executive Officer determines are exempt from FLSA.
- b. Fair Labor Standards Act – the Fair Labor Standards Act (29 U.S.C., Section 201 et seq.). The Executive Officer shall direct the manner and method by which SCAQMD shall comply with any applicable provisions of said Act.
- c. Nonexempt Employees – all employees except those the Executive Officer determines are exempt from the wage and hour provisions of FLSA.
- d. Overtime – time spent in the performance of work ordered and approved or authorized by the appointing authority that is in excess of the number of hours regularly worked in the work week or day. Fixed but not floating holidays will also be included for the purpose of computing overtime hours on a weekly basis for nonexempt employees.
- e. Work Week – a period of seven (7) consecutive calendar days established by the appointing authority for the determination of overtime.

Section 30. GENERAL PROVISIONS

- a. Overtime Work. The Executive Officer may require any employee to work overtime (more than four (4) days per week or for more than the regular number of hours in an assigned work day or week) when public necessity or convenience requires such work.
- b. Increments of Time. Overtime shall be earned, credited, paid, or taken off in increments of one-quarter hour, and no overtime credit shall be allowed for an incremental period of less than one-quarter hour, unless otherwise specifically authorized by the Executive Officer, or unless otherwise required by FLSA.
- c. Regular Biweekly Rate. As used in this Article, the regular biweekly rate of pay is the base biweekly rate (or equivalent) established in Section 53 of this *Resolution* for a classification, plus any biweekly bonus or differential to which an employee is entitled. The regular biweekly rate of pay may be a Y-rate. The regular biweekly rate does not include earnings from any bonus or pay differential computed on any other than a biweekly basis.

Section 31. METHOD OF COMPENSATION

- a. For represented employees, all overtime shall be compensated by either:
 - (1) Compensatory time off at the rate of one-and-one-half (1-1/2) hours earned for every one (1) hour of overtime worked. This rate shall apply if the employee has met the accumulated compensatory time requirements, if any, stipulated in the *MOU*; or
 - (2) Payment at overtime rates set forth in Section 33.
- b. Notwithstanding the foregoing, where payment is required by the provisions of FLSA that are applicable to SCAQMD, payment at the rates required by said Act shall be made in lieu of compensatory time off.
- c. Management employees will earn compensatory time, on an hour-for-hour basis, only in those instances when they work five (5) consecutive hours or more of overtime in a single day. Designated Deputies may not earn compensatory time unless specifically authorized by the Executive Officer.

Section 32. COMPENSATORY TIME

- a. Earnings and Accumulating Compensatory Time. Compensatory time for overtime shall be earned and accumulated, and may be taken off at the discretion of the employee's supervisor, subject to the limitations cited in the MOU, on a straight time basis in increments as provided in this section. No such overtime shall be earned, nor may it be accumulated, so as to exceed any specific limitation on the earning or accumulation of such overtime specifically authorized or provided by the Board, the Executive Officer, or the employee's supervisor. Employees subject to FLSA may not accumulate more than 240 hours of compensatory time.
- b. Carry Over. Accumulated compensatory time not taken off in the calendar year in which it was earned may be carried over indefinitely to subsequent calendar years, subject to any limit specifically authorized or provided in a. above.
- c. Payment Upon Termination. Upon termination from SCAQMD service, an employee shall, in accordance with the law, be paid a lump sum payment for his or her unused, accumulated compensatory time; however, no payment shall be made for unused compensatory time exceeding 240 hours. Such lump sum payment shall be computed by multiplying the employee's unused compensatory time (up to 240 hours) by his or her regular hourly rate at date of termination.
- d. Compensatory Time Sellback. Management and confidential employees may sell back, solely at their discretion, up to 40 hours of compensatory time. Once an employee has sold back compensatory time under this provision, he or she will not be permitted to do so again for another 26 biweekly pay periods.

Section 33. OVERTIME RATES

- a. Overtime authorized for payment at the straight time rate shall be paid at the straight time rate determined in the following manner:

Determine the regular biweekly rate of pay in accordance with the provisions of Section 30c, then locate the regular biweekly rate in the *Salary Schedule*.

- b. Overtime authorized for payment shall be paid as follows:

- (1) For all employees except those mentioned in (2) below, one-and-one-half (1-1/2) times the hourly rate will be paid.
- (2) Paid overtime for management employees at time-and-one-half requires Executive Officer approval. Without such approval, straight time will be paid, if paid overtime is authorized by the Executive Officer (see Section 31c, above).
- (3) For nonexempt employees, overtime will be in accordance with the provisions of FLSA, except that fixed holidays shall be included in calculating hours worked when computing overtime hours on a weekly basis.
- (4) Overtime for all exempt and nonexempt confidential employees shall be compensated at either time-and-one-half pay or compensatory time at the rate of time-and-one-half (at the employee's option). For purposes of applying this paragraph, all paid hours in excess of 40 in the employee's work week shall be considered overtime. Time paid for, but not worked, during the employee's regular work week shall be counted toward the computation of overtime.
- (5) Employees required to work on Sundays shall receive overtime pay at one-and-one-half (1-1/2) times their regular rate of pay for all hours worked on that day regardless of the number of days or hours worked in the work week. This will be the case irrespective of how many hours of accumulated overtime the employee had on the books prior to the Sunday he was required to work. This paragraph does not apply to management and confidential employees.

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ARTICLE 9

VACATIONS

Section 34. VACATION ALLOWANCE

Persons employed by SCAQMD, other than management employees, shall be entitled to a paid vacation of 80-hours per year after one (1) year of service; beginning with the fifth (5th) year of service, 120 hours per year; and beginning with the 14th year of service, 160 hours per year; beginning with the 21st year of service, 182 hours per year, in accordance with and subject to the specific provisions of this Article. Management employees shall receive vacation allowances in accordance with this Article.

Section 35. VACATION ANNIVERSARY DATE

- a. Full-time employees and employees exempted from the 4/10 work schedule for a medical condition, who are regularly scheduled to work a minimum of four (4) eight (8)-hour days per week shall earn and be credited with vacation at the rate of .03846 hours for each hour of active service, exclusive of overtime, during their first year of service. Except for management and confidential employees, employees shall be granted neither vacation time off nor a vacation pay off at termination during the first year of service. Vacation rates per paid hour, exclusive of overtime, beyond the first year of employment are listed in Section 36 below.
- b. For purposes of this Article, an employee’s vacation anniversary shall be the same as his or her continuous service date subject to adjustment within a pay period. This adjustment is necessary for determining a vacation accrual rate for persons having four (4) or more years of continuous SCAQMD service (one (1) or more years in the case of management employees). In these cases, when a continuous service date occurs within a pay period, the vacation anniversary date for that year only shall be the first day of the pay period.

Section 36. VACATION – ONE OR MORE YEARS’ SERVICE

- a. Except for management employees, those employed full time on a biweekly basis who have been in continuous service for more than one (1) year shall accrue and be credited with vacation in accordance with the following table:

<u>Year</u>	<u>Annual Accrual In Hours</u>	<u>Per Paid Hour (exclusive of overtime)</u>	<u>Accrual Rate Per Pay Period</u>
1-4	80	.03846	3.08
5-9	120	.05770	4.62
10	128	.06157	4.93
11	136	.06544	5.24
12	144	.06923	5.54
13	152	.07308	5.85
14-20	160	.07694	6.16
21 or more	182	.08750	7.00

- b. Management employees employed full time on a biweekly basis who have been in continuous service for more than one (1) year shall accrue and be credited with vacation in accordance with the following table:

<u>Year</u>	<u>Annual Accrual In Hours</u>	<u>Per Paid Hour (exclusive of overtime)</u>	<u>Accrual Rate Per Pay Period</u>
2-5	120	.05770	4.62
6	128	.06157	4.93
7	136	.06544	5.24
8	144	.06923	5.54
9	152	.07308	5.85
10-15	160	.07694	6.16
16-17	168	.08077	6.47
18-20	176	.08462	6.77
21 or more	182	.08750	7.00

- c. Notwithstanding any other provisions of this *Resolution*, any employee who was employed by SCAQMD on July 1, 1976, who on June 30, 1976, was an employee of a county and on the basis of his or her service was entitled to more vacation days than provided in Section 34, shall not have his or her vacation entitlement days reduced thereby.

Section 37. HOURLY EMPLOYEES

Employees who are employed by SCAQMD at least three-quarter time, over 60 hours per pay period for the past year of employment, exclusive of overtime, shall accrue and be credited with vacation at the 80-hour rate. Each year thereafter that they continue to be employed at least three-quarter time, they shall be entitled to vacation in accordance with the 80-hour vacation accrual rate.

Section 38. VACATION UPON TERMINATION

- a. Represented employees who leave the service of SCAQMD, who immediately prior to such separation shall have been in SCAQMD service for one (1) year or more, shall be entitled to a vacation payoff. Management and confidential employees shall be entitled to vacation payoff irrespective of their length of service. Payment for such vacation shall be made in a lump sum and shall be based on the number of work hours earned.
- b. The lump-sum payment upon termination shall be computed by multiplying the employee's unused vacation hours by his or her regular hourly rate at the date of termination.

Section 39. LESS-THAN-ONE-HALF-TIME EMPLOYEES

This Article shall not apply to any employee who is employed for less than one-half time.

Section 40. EMPLOYEES IN THE ARMED SERVICES

Any employee who enters the armed forces of the United States who has been in SCAQMD service for one (1) year or more immediately prior to such duty shall be entitled to such vacation as has accrued to him or her. Such vacation must be taken at the time of entering the armed forces and no lump sum payment may be made in lieu of carrying such employee on the payroll.

Section 41. TIME OF TAKING VACATIONS

Represented employees should consult Article 15, Section 6, of their MOU.

- a. Vacations may be taken in the year in which they are earned or in subsequent years. Designated Deputies and management and confidential employees who are subject to this section of this *Salary Resolution* may accrue more than 360 hours of vacation through the end of the last pay period beginning in December. Designated Deputies and management and confidential employees who are subject to this section of the *Salary Resolution* and whose vacation accrual balances exceed 360 hours by the end of the last pay period beginning in December may not accrue additional vacation until balances are lowered to 360 hours. Vacation accrual will resume at the beginning of the pay period immediately following the pay period in which the balance falls to 360 hours or less. Designated Deputies and management and confidential employees will be paid for all accrued vacation time at termination.

A management or confidential employee who has 360 hours of accrued vacation may sell back up to 80 hours of vacation, provided the employee has taken off at least 80 hours of vacation in the prior 12 months. Once an employee has sold back vacation time, he or she may not do so again for another 26 biweekly pay periods.

Management or confidential employees hired on or after January 1, 2006, are not eligible to sell back vacation time.

- b. Vacations shall be taken at such time as authorized by the appointing authority.
- c. In addition to the vacation sellback provisions under subsection a. above, confidential employees may sell back up to 16 hours of vacation time. To qualify for this sellback, a confidential employee needs only to have accrued as many unused vacation hours as he or she wishes to sell back and to have taken off at least 80 hours of vacation time in the prior 12 months. However, the combined total annual vacation sellback under both the options presented in subsection a. above and this 16-hour sellback option may not exceed 80 hours. Once an employee has sold back vacation time, either under the provisions of subsection a. above or under this subsection, he or she may not do so again for another 26 biweekly pay periods.

Confidential employees hired on or after January 1, 2006, are not eligible for this vacation sell-back provision.

Section 42. VACATION BENEFITS

Vacation benefits authorized in this Article shall not be used in conjunction with sick leave benefits when the purpose is to obtain payment for a portion of that sick leave that cannot be paid for under the provisions governing sick leave compensation.

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**ARTICLE 10
LEAVE OF ABSENCE**

Section 43. LEAVE FOR SICKNESS OR INJURY

Represented employees should also consult Article 22, Sections 3 and 4, of their MOU.

a. Eligibility for Sick Leave.

- (1) Except as provided in this section, any regular employee holding a position created by this *Resolution* shall be considered eligible for sick leave as provided hereby, and may utilize such sick leave when compelled to be absent because of disability resulting from sickness, injury, or pregnancy.
- (2) Employees not eligible for sick leave pursuant to the provisions of this section include those employed on an hourly basis or employed for less than one-half time.

b. Sick Leave at Full Pay – General Provisions.

- (1) Effective for management and confidential employees May 19, 1997, full-time eligible employees and eligible employees exempted for a medical condition from the 4/10 work schedule who are regularly scheduled to work a minimum of four (4) eight (8)-hour days per week shall accrue 3.8462 working hours of sick leave at full pay for each pay period of continuous service, as long as the four (4)-day work week is in effect. In the event a five (5)-day work week is established, the accrual rate will be 3.6924 hours of sick leave per pay period. Other less than full time employees shall earn a prorated amount based on the number of hours they are regularly scheduled to work per pay period.
- (2) Effective for management and confidential employees May 19, 1997, for the first 12 months of any industrial or nonindustrial medical leave of absence, employees will continue to accrue sick leave benefits at the rate of 3.8462 hours per pay period (3.6924 if a five (5)-day work week is established). In the case of all other leaves of absence, sick leave accrual rate will be earned on each hour of paid time only, exclusive of overtime. Employees who are on industrial or nonindustrial leave of absence beyond 12 months shall accrue sick leave on each hour of paid time only, exclusive of overtime.
- (3) For the purpose of this section, an employee's continuous service shall be deemed to begin on the first (1st) day of the pay period in the event his or her actual continuous service begins on or before the seventh (7th) day of the pay period, and shall be deemed to begin on the first (1st) day of the following pay period in the event his or her actual continuous service begins on or after the eighth (8th) day of the pay period.
- (4) Management and confidential employees may accumulate sick leave at full pay to a maximum of 1,920 hours, irrespective of their date of hire.
- (5) Sick leave at full pay shall be deemed used in the reverse order in which it was earned; that is, the most recently earned sick leave time shall be used first.

c. Sick Leave at Full Pay – Special Provisions.

- (1) In addition to other authorized uses, an employee may use accrued sick leave at full pay for:
 - (a) Nonemergency medical or dental care, or
 - (b) Any personal reason that does not interfere with the public service mission of SCAQMD to a maximum of four (4) working days per 26-pay period year beginning with pay period #2.
- (2) Upon termination from SCAQMD service, a management or confidential employee who has at least five (5) years of continuous service and who holds a permanent full-time position or who has been exempted from the 4/10 work schedule for a medical condition and who is regularly scheduled to work a minimum of four (4) eight (8)-hour days per week shall receive a lump sum payment for accumulated sick leave at full pay to a maximum of 720 hours. Such lump sum shall be computed by multiplying the hourly rate at the date of termination by the sick leave balance that results from the sum of:
 - (a) All unused sick leave at full pay accumulated prior to January 1, 1971; plus
 - (b) One-half of all unused sick leave at full pay accumulated on or after January 1, 1971.
- (3) When an employee with at least five (5) years of continuous service who holds a permanent full-time position or who has been exempted for a medical condition from the 4/10 work schedule who is regularly scheduled to work a minimum of four (4) eight (8)-hour days per week is granted a maternity leave of absence, she may elect to receive all or part of the benefits set forth in c(2) above as if said employee were terminating.
- (4) Any employee who is reinstated pursuant to these rules shall be entitled to have restored to him or her any previously earned and unused full-pay sick leave not previously paid for pursuant to the above. This provision shall not apply to part-time employees or temporary employees.
- (5) Any employee who has held a permanent full-time position for 26 pay periods and has not used any of his or her accrued sick leave for any reason during the 26 pay periods constituting a payroll year, shall have the option of selling back to SCAQMD 40 hours of unused sick leave and carrying over the remainder of accrued sick leave earned. For purposes of this section, the payroll year shall be understood to begin with the pay period applicable to the first (1st) pay day in January and end with the pay period applicable to the last pay day in December. In order to be eligible for such a sell-back, the employee must have earned 96 hours of sick leave during the payroll year.

In order to be eligible to sell back sick leave time, the employee must notify SCAQMD of his or her intention no later than February 15 of each year with respect to sick time accrued the previous year. Said notification shall be made in the manner prescribed by management.

d. Limitation on Sick Leave.

- (1) When employees have exhausted all sick leave benefits to which they may be entitled under subsections a. through c. above, and in the event they do not return to work, they shall not be entitled to sick leave benefits, except as may be provided in subsection e. below.
- (2) An employee who is compelled to be absent because of sickness or injury, or for nonemergency medical or dental care, may elect to take time off on vacation or compensatory time for overtime or holidays worked rather than sick leave.
- (3) No compensation shall be paid under this section for any period in excess of the time such employee has been in SCAQMD service.
- (4) Sick leave compensation for persons employed on an hourly basis shall be computed on a five (5)-day work week basis of 40 hours, unless such employee actually works more than five (5) days or 40 hours per week.

e. Continuous Absences Due to Illness or Injury.

- (1) In addition to the sick leave benefits to which an employee is entitled under subsections a. through d. of this section, the Executive Officer may grant to an employee on continuous absence because of sickness or injury, if said employee has exhausted all sick leave benefits to which said employee is otherwise entitled, no more than two (2) additional years of benefits as provided for in subsections a. through d. above; provided, however, no compensation shall be paid under this section for any period of time in excess of the time such employee has been in SCAQMD service. In exercising his or her discretion, the Executive Officer may require a medical reevaluation of the employee's medical condition.
- (2) An employee on a continuous absence because of sickness or injury whose leave begins in one (1) calendar year and extends into the next calendar year, and who is receiving compensation for sick leave to which he or she is entitled for the prior calendar year, shall continue to receive compensation for any remaining sick leave in the next calendar year until such sick leave has been exhausted. Such employee shall not be allowed additional sick leave, except as provided in paragraphs (1) and (2) in this subsection.

f. Partial-Pay Sick Leave.

Notwithstanding any other provisions of this *Resolution*, any employee who was employed by SCAQMD on July 1, 1976, who on June 30, 1976, was an employee of a county and on the basis of his or her service was entitled to partial-pay sick leave, shall be entitled to the same amount of partial-pay sick leave as he or she was entitled to on June 30, 1976.

Eligible employees shall be permitted to supplement partial-pay sick leave with other available leave time and/or State Disability Insurance benefits, as long as they do not receive more than 100 percent of pay.

g. Sick Leave During Probation.

Employees in their probationary period shall be entitled to take sick leave on the same basis as other employees.

h. Leaves of Absence for Nonindustrial Illness or Injury or Pregnancy.

All employees who have completed their probationary period and in the event of nonindustrial illness or injury or pregnancy may be granted a leave of absence without pay for a period of up to 12 calendar months. SCAQMD may require medical evidence of such nonindustrial illness or injury or pregnancy necessitating such leaves of absence. SCAQMD agrees that such time off may be extended in writing by mutual agreement between SCAQMD and the employee. In order to remain on leave of absence for nonindustrial illness or injury or pregnancy, the employee may be called upon to present SCAQMD with a licensed physician's certificate verifying that such nonindustrial illness or injury or pregnancy is continuing to disable the employee from performing his or her duties.

In addition, the employee is required to notify SCAQMD by registered mail of his or her address within 60 calendar days if there is a change of address from the last address in SCAQMD personnel files. Any employee returning to work shall give SCAQMD reasonable advance notice of the date of return to work and such employee shall be assigned, upon return to work, to his or her former position or to a comparable position. SCAQMD shall not be required to reinstate any employee who is physically unable to perform the necessary duties of such position, but SCAQMD shall make reasonable effort to place the employee in a position in which the employee is capable of performing to the same standard as other employees in that classification.

Section 44. INJURIES IN THE COURSE OF EMPLOYMENT

Represented employees should consult Article 22, Sections 1 and 2, of their MOU.

- a. Applicability of this Section. The provisions of this section shall apply only to those industrial injury cases the Workers' Compensation Appeals Board determines to be compensable and only for such period of time as the Workers' Compensation Laws of the State of California require payment for temporary disability and shall cease when an employee leaves SCAQMD service other than by disability retirement.
- b. Compensation and Benefits – Leaves of One Year or Less.
 - (1) Any employee who is absent as a result of an industrial injury deemed compensable by the Workers' Compensation Appeals Board shall receive compensation equal to the difference between his or her base salary and the sum of the benefits prescribed by the Workers' Compensation Laws of the State of California and earnings from other employment, the total of which shall not exceed 65 percent of the base salary. Employees shall be eligible to receive such compensation above the benefits prescribed by Workers' Compensation Laws of the State of California and earnings from other employment for a period of one (1) year from the date of injury.

- (2) Employees granted a disability retirement allowance as a result of a compensable industrial injury before one (1) year from the date of injury shall receive compensation equal to the difference between (1) their base salary, and (2) the sum of their retirement allowance, plus benefits provided under the Workers' Compensation Laws of the State of California, plus earnings from other employment, when such sum totals less than their base salary.
 - (3) The benefits provided under the Workers' Compensation Laws of the State of California referred to in b(1) and (2) above shall not include payments made for hospital, surgical, and medical expenses or payments received as a result of permanent injury awards.
 - (4) No deductions will be made from any vacation time, sick leave, accumulated overtime or other leave time while the employee is absent on a compensable industrial injury leave for a period of time as defined in paragraph b(1) above, except to the extent that the employee chooses to supplement his or her payments under subsection a. above with the charging of leave time. Such charging of leave time shall not be permitted to the extent that it results in the payment of more than 100 percent of salary or conflicts with Section d. below.
- c. Compensation and Benefits – After One (1) Year. An employee who is compelled to be absent as the result of a compensable industrial injury after one (1) year from the date of injury may elect one of the following:
- (1) To receive only those benefits provided under the Workers' Compensation Laws of the State of California.
 - (2) To receive the difference between sick leave pay, which he or she would be entitled to receive pursuant to Section 43 if his or her injuries had not arisen out of, or in the course of, his or her employment and Workers' Compensation Benefits, plus earnings from other employment. Election of this alternative means that full deductions will continue to be made. When sick leave has been exhausted, the employee may elect to receive alternative (1) or (3).
 - (3) To use any previously earned vacation, full-pay sick leave, or overtime, in order to receive payment equal to the difference between his salary and Workers' Compensation Benefits, plus earnings from other employment.
- Election of this alternative means that full deductions will continue to be made. Upon expiration of all such benefits, the employee may elect to receive alternative (1) or (2) above.
- d. Crediting Previously Used Vacation, Sick Leave, or Overtime. In the event an employee is absent due to any injury and the absence is charged to any previously earned vacation, sick leave, accumulated overtime or other leave time and, subsequently, the injury is determined to be compensable by the Workers' Compensation Appeals Board, all such vacation, sick leave, overtime, and other leave time shall be restored to the employee in accordance with subsection b(4) above.

However, if full restoration of leave time were to result in an employee owing SCAQMD money, that employee shall have the option of choosing a partial restoration of leave time. The purpose of the partial leave time restoration shall be to remove the employee's potential debt, if possible, without resulting in any additional payment to him or her. When different types of leave time are restored, restoration of each type of leave time shall be based on the percentage relationships among the various types of leave time charged during the period under consideration.

e. Limitations on Earning and Carry Over of Vacation, Sick Leave, and Overtime.

Employees who are absent under provisions of subsection c(1) of this section shall not earn any vacation or sick leave for the duration of such absence.

f. Leave With Pay for Medical Treatment. Leave with pay for medical treatment may be permitted for short periods of time when temporary disability payments pursuant to this section of the Labor Code are not made.

g. Change of Address Notification. Employees shall notify SCAQMD by registered mail if their address is changed from the address in their personnel record or if changed at any time during this leave of absence. Employees shall give SCAQMD reasonable notice in advance of the date of their return to work and shall, upon return to work, be assigned to their former position or a comparable position. Employees shall be physically able to perform the duties of their position or comparable position in order to be returned to work, but SCAQMD shall make reasonable effort to place the employee in a position in which the employee is capable of performing to the same standard as other employees in that classification.

Section 45. OTHER LEAVES OF ABSENCE

Represented employees should consult Article 23 of their MOU.

a. Administrative Leave. Confidential employees shall be granted ten (10) hours (or eight (8) hours if on a 4/8 or 5/8 schedule) of administrative leave, on July 1 of each year. This leave time may be taken off for any personal reason, but the date or dates it is used shall be subject to the approval of management. Whenever any confidential employee is unable to take such time off as provided in this subsection in the same calendar year in which it was granted, such time may be carried over into the next calendar year during which year such time must be taken off or it is lost. However, if a pay period bridges two (2) calendar years, an employee will have until the end of that pay period to use administrative leave time before it is lost. Upon termination, a lump sum payment shall be made for any unused administrative leave time. This payment shall be calculated by multiplying the employee's unused administrative leave time balance by his or her base hourly rate at termination.

b. Bereavement Leave. Apart from full-pay sick leave provisions, any employee employed in a full-time permanent position who is compelled to be absent from duty because of the death of his or her father, mother, stepfather, stepmother, mother-in-law, father-in-law, sister, brother, spouse, children or stepchildren, grandmother, grandfather, grandchildren, or domestic partner (subject to SCAQMD domestic partner certification requirements) shall be allowed the time necessary to be absent from work at regular pay for not more than three (3) working days for

each occurrence. SCAQMD may require reasonable proof, satisfactory to SCAQMD, of such absence upon return and before payment is made, that the absence was due to such cause.

- c. Examinations. Any employee shall be allowed time necessary to be absent from work at his or her regular pay to participate in examinations for positions within SCAQMD.
- d. Jury Duty. Designated Deputies and management and confidential employees in permanent full-time positions and employees exempted for a medical condition from the 4/10 work schedule who are regularly scheduled to work a minimum of four (4) eight (8)-hour days per week ordered to serve on a jury shall be allowed the necessary time to be absent from work for a maximum of eight (8) work days (i.e., two (2) four (4)-day work weeks) per calendar year at their regular pay, provided they deposit with SCAQMD any fees received for such jury service time that falls on a regularly scheduled work day. Employees required by the court to perform jury service for more than eight (8) work days in a calendar year may present a hardship request to Human Resources to receive pay for the additional service days.
- e. Military Leave. Any employee who has a minimum of one (1) year of service shall be allowed a military leave of absence with pay in accordance with the policy below, and the applicable provisions of law, including, but not limited to, those contained in the *MOU* and the California Military and Veterans Code.

(1) Temporary Duty.

- (a) Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active duty, in accordance with federal and State law. Employees meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation for the first 30 calendar days of any such temporary leave, in addition to their military pay, as provided for in the military and Veterans Code. Pay for such purpose shall not exceed 30 days in any one (1) fiscal year and shall be paid only for the employee's regularly scheduled workdays.

Employees eligible to receive the 30 calendar day military leave compensation as stipulated by law shall, in addition, receive the difference between their regular SCAQMD salary and their military salary starting on the 31st calendar day of military leave. This additional compensation shall continue for up to 690 calendar days of active military service beyond the 30 days provided for in this section. During this 690-day period, SCAQMD will continue vacation, sick leave, holiday, salary step advance, and other benefits as if there were no interruption of SCAQMD service on the part of the employee. These provisions apply to employees who have been employed by SCAQMD for at least one (1) year immediately prior to the date such leave begins.

Pay under this subsection shall only be paid once, for a maximum of 720 days for each leave, and shall only be paid for the employee's regularly scheduled work days.

This compensation provision applies only to active military duty and does not include an employee's attendance at weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably

conflict with an employee's regular working hours, the employee may use vacation or holiday leave, leave without pay, or other leave time, except for regular sick leave. Employees who are called in for a medical examination to determine physical fitness for military duty may also use vacation leave, leave without pay, or other leave time. The 30-day compensation provision also applies to an employee on military leave other than temporary military leave who is ordered into active military duty or is inducted, enlists, or is otherwise called into active military duty.

A copy of military orders must accompany the request for leave form. Employees should note that the Accidental Death and Dismemberment (AD&D) policy contains a war exclusion.

Employees who are eligible for military leave compensation will be placed on a leave of absence with right of return to their positions or comparable positions.

- f. Witness Leave. Full-time permanent employees required to be absent from work by a subpoena properly issued by a court or an agency or commission legally empowered to subpoena witnesses, which subpoena compels their presence as a witness, except as a party or as an expert witness, shall be allowed the time necessary to be absent from work at their regular pay to comply with such subpoena, provided they deposit their fees received for such service with SCAQMD.

Full-time permanent employees who are required by ordinance, rule, or charter to be absent from work to represent themselves at an administrative proceeding at which their individual employment or pay status is at issue, shall be allowed the time necessary to be absent from work at their regular pay.

“Time necessary to be absent from work,” as used in this section, does not include any time during which employees are “on call” or their presence in a proceeding is not required.

- g. Catastrophic Leave. Designated Deputies, management employees, attorneys, and confidential employees may request paid catastrophic leave for personal emergencies once they have exhausted all their own available paid leave time. If approved, paid leave time will be drawn from a catastrophic leave fund comprised of donated accrued leave (except sick leave) time. Donations of leave time shall be permitted from unrepresented employees to other unrepresented employees or to represented employees in a bargaining group. Designated Deputies, management, confidential, and attorney employees may donate any accrued leave (except sick leave) hours in excess of 200 hours. Donations may be made twice yearly, during the last pay period that begins in December, and during the first pay period that begins in July, or during any other pay period in the year, as needed, with the approval of the Executive Officer. The dollar value of donated vacation hours in the fund will be computed by multiplying the number of hours donated by the donating employee's current regularly hourly pay rate. The catastrophic leave fund balance may not exceed \$50,000. Catastrophic leave requests must be approved by the committee established to review catastrophic leave requests.
- h. Bone Marrow or Organ Donation Leave. An employee selected to be a bone marrow donor shall utilize up to five (5) days of accrued leave, and for an organ donation up to two weeks (8 business days) of accrued leave, before SCAQMD shall pay the employee's regular pay for up to the maximum leave of absence for an organ donation of thirty (30) business days. Payments

satisfying the requirements of this section shall come from SCAQMD's Catastrophic Leave Fund.

Section 46. RESTORATION OF SALARY OR EARNED PAID LEAVES OF ABSENCE

Represented employees should consult Article 24 of their MOU.

- a. In the event employees are ordered to absent themselves from the job based on probable cause and it is subsequently determined by a finding of the Executive Officer or designee that cause did not exist for the ordered absence, employees shall have restored to them any paid leaves of absence against which such absence may have been charged, and they shall be granted a retroactive leave of absence with pay for the time during which they were prohibited from performing the duties of their positions, less any compensation paid to them by SCAQMD during such ordered absence.
- b. In the event an employee is reduced, suspended, and/or discharged and upon appeal the Board does not sustain such reduction, suspension, and/or discharge, the employee shall be entitled to his or her base rate of salary and vacation and sick leave as if such unsustained reduction, suspension, or discharge had not been invoked. However, in no event shall an employee be entitled to any salary or credit for vacation and sick leave for any period of time covered by a suspension sustained by the Board, or for any period of time waived by the employee as a condition to the granting of a continuance of his or her hearing.
- c. If during absences for which employees are paid pursuant to this section, they earned any money that they would not have earned had they continued to perform the duties of their positions, such sums shall be deducted from the salary otherwise payable to them pursuant to this section.

Section 47. PROOF OF ABSENCE

Any employee absent due to sickness, injury, pregnancy, quarantine, nonemergency medical, or dental care, or on any of the leaves provided for in Section 45 may be required, before such absence is authorized or payment is made, to furnish a doctor's certificate or other proof satisfactory to his or her appointing authority that his absence was due to such causes. SCAQMD shall not unreasonably require medical certification as proof of absence.

Section 48. SUBSTITUTE POSITIONS

- a. The duties of an employee on leave of absence, with or without pay, shall be performed with no change in compensation by any satisfactory SCAQMD employee designated by the appointing authority.
- b. After 30 days, the appointing authority may transfer or appoint any eligible employee to a substitute position at an equal or lower level in the same classification or series. Such employee shall receive the compensation for the substitute position until the incumbent returns.

- c. The appointing authority may waive the 30-day waiting period if he finds that it is impractical or would cause harm or inconvenience to the public, provided that no budgetary over expenditure will result.
- d. A substitute position may not be used to perform the duties of an employee on accrued overtime leave of absence. It is the intent of this provision that the duties of such an employee shall be performed without additional cost to SCAQMD.

Section 49. TIME OF PAYMENT

All employees will be paid biweekly every other Wednesday for the pay period ending the Sunday before the previous Sunday. The issue date of the warrants will be on or before the tenth (10th) calendar day following the end of the pay period.

Section 50. EARNED VACATION PAY ADVANCES

An employee may be paid a salary advance upon the certification of the Executive Officer that such will be on an approved paid leave of absence of at least eight (8) consecutive work days (ten (10) work days if on a 5/8 schedule) extending beyond a regularly established payday. Such salary advance shall be paid in accordance with rules and procedures promulgated by the Chief Financial Officer.

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CHAPTER II

ARTICLE I

TABLE OF CLASSES

Section 51. GENERAL PROVISIONS

- a. The Table of Classes (Section 53) lists all the classes in the service of SCAQMD that are provided for by this *Resolution*.

Section 52. SCHEDULE NUMBERS

- a. The schedule numbers listed in Section 53 below for classes refers to SCAQMD's *Salary Schedule*. Salary amounts for represented classes are listed in the appendices to the *MOUs*.

Salary amounts for management and confidential classes are listed in Section 54.

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Section 53. TABLE OF CLASSES

Accountant	**
Accounting Technician	37E
Administrative Assistant	**
Administrative Secretary	**
Administrative Secretary/Legal	**
Affirmative Action Officer	**
AQ Analysis & Compliance Supervisor	62F
AQ Chemist	53D
AQ Engineer I	53D
AQ Engineer II	55E
AQ Inspector	37E
AQ Inspector I	39C
AQ Inspector II	47H
AQ Inspector III	50L
AQ Instrument Specialist I	44G
AQ Instrument Specialist II	47H
AQ Specialist	55E
Asst. AQ Chemist	46F
Asst. AQ Engineer	49E
Asst. AQ Instrument Specialist	37E
Asst. AQ Specialist	49E
Asst. Computer Operator	32C
Asst. Database Administrator	**
Asst. Information Technology Specialist	35H
Asst. Programmer	40H
Atmospheric Measurements Manager	**
Building Maintenance Manager	**
Building Supervisor	45K
Business Services Manager	**
Career Development Intern	**
Clean Fuels Officer	**
Clerk of the Boards	**
Community Relations Manager	**
Controller	**
Data Technician	35F
Database Administrator	**
Deputy Clerk	34C
Deputy Clerk/Transcriber	37H
Deputy District Counsel I	**
Deputy District Counsel II	**
Designated Deputy	**
District Storekeeper	36B
Engineering Technician	45B
Executive Secretary	**
Facilities Services Specialist	37L
Facilities Services Technician	41C

Financial Analyst	**
Financial Services Manager	**
Fiscal Assistant	29J
Fleet Services Supervisor	38J
Fleet Services Worker I	28D
Fleet Services Worker II	33B
General Maintenance Helper	28J
General Maintenance Worker	43A
Graphic Arts Illustrator I	34J
Graphic Arts Illustrator II	38J
Graphic Arts Manager	**
Health Effects Officer	**
Human Resources Analyst	**
Human Resources Manager	**
Human Resources Technician	**
Information Technology Manager	**
Information Technology Supervisor	14
Information Technology Specialist I	37L
Investigations Manager	**
Investigator I	
Investigator II	53D
Laboratory Technician	39E
Legal Secretary	**
Legislative Analyst	**
Legislative Assistant	**
Mail/Subscription Services Clerk	28D
Mail/Subscription Services Supervisor	36A
Meteorologist	54K
Meteorologist Technician	50D
Monitoring Operations Manager	**
Office Assistant	28D
Offset Press Operator	34J
Paralegal	45B
Payroll Supervisor	**
Payroll Technician	34F
Planning & Rules Manager	**
Principal AQ Chemist	62F
Principal AQ Instrument Specialist	54J
Principal Deputy District Counsel	**
Principal Office Assistant	39G
Print Shop Duplicator	29J
Print Shop Supervisor	40L
Procurement Manager	**
Program Supervisor	62F
Programmer	47B
Programmer Analyst	53B
Public Affairs Manager	**
Public Affairs Specialist	44H

Purchasing Assistant	38K
Purchasing Supervisor	48B
Quality Assurance Manager	**
Secretary	33G
Secretary (Confidential)	**
Sr. Accountant	**
Sr. Administrative Secretary	**
Sr. AQ Chemist	56D
Sr. AQ Engineer	58D
Sr. AQ Engineering Manager	**
Sr. AQ Instrument Specialist	50L
Sr. Deputy Clerk	41A
Sr. Deputy District Counsel	**
Sr. Enforcement Manager	**
Sr. Fiscal Assistant	33G
Sr. Information Technology Specialist	53B
Sr. Meteorologist	58B
Sr. Office Assistant	32C
Sr. Paralegal	48B
Sr. Public Affairs Manager	**
Sr. Public Information Specialist	**
Sr. Staff Specialist	58B
Sr. Transportation Specialist	58B
Source Testing Manager	**
Staff Assistant	34K
Staff Specialist	55E
Stenographer	23D
Stock Clerk	28D
Supervising AQ Engineer	62F
Supervising AQ Inspector	54J
Supervising Investigator	55G
Supervising Office Assistant	36A
Systems Analyst	**
Systems & Programming Manager	**
Systems & Programming Supervisor	**
Technical Information Center Librarian	46G
Technical Writer	43J
Technology Implementation Manager	**
Transportation Plan Reviewer	42F
Workers' Compensation & Safety Analyst	**

Section 54. MANAGEMENT AND CONFIDENTIAL CLASSIFICATION SALARIES

Effective with the start of the pay period encompassing January 1, 2017.

<u>Classification</u>		
Accountant	\$64,404	\$79,697
Administrative Assistant	\$80,835	\$100,138
Administrative Secretary	\$54,558	\$67,546
Administrative Secretary/Legal	\$59,018	\$73,054
Affirmative Action Officer	\$86,701	\$105,405
Assistant Database Administrator	\$75,276	\$93,265
Atmospheric Measurements Manager	\$115,401	\$140,331
Building Maintenance Manager	\$86,701	\$105,405
Business Services Manager	\$86,701	\$105,405
Clean Fuels Officer	\$104,926	\$127,552
Clerk of the Boards	\$86,701	\$105,405
Community Relations Manager	\$86,701	\$105,405
Controller	\$115,401	\$140,331
Database Administrator	\$97,953	\$121,296
Deputy District Counsel I	\$77,723	\$96,338
Deputy District Counsel II	\$104,926	\$127,552
Executive Secretary	\$65,871	\$81,732
Financial Analyst	\$80,835	\$100,138
Financial Services Manager	\$115,401	\$140,331
Graphic Arts Manager	\$86,701	\$105,405
Human Resources Analyst	\$80,835	\$100,138
Human Resources Manager	\$115,401	\$140,331

<u>Classification</u>		
Human Resources Technician	\$52,822	\$65,392
Information Technology Manager	\$115,401	\$140,331
Investigations Manager	\$86,701	\$105,405
Legal Secretary	\$54,558	\$67,546
Legislative Analyst	\$68,624	\$85,025
Legislative Assistant	\$59,018	\$73,054
Planning & Rules Manager	\$115,401	\$140,331
Principal Deputy District Counsel	\$124,418	\$151,297
Procurement Manager	\$115,401	\$140,331
Public Affairs Manager	\$95,409	\$115,999
Quality Assurance Manager	\$104,926	\$127,552
Risk Manager	\$95,409	\$115,999
Secretary (Confidential)	\$44,472	\$55,097
Senior Accountant	\$70,989	\$87,748
Senior Administrative Secretary	\$59,018	\$73,054
Senior AQ Engineering Manager	\$115,401	\$140,331
Senior Deputy District Counsel	\$118,862	\$144,541
Senior Enforcement Manager	\$115,401	\$140,331
Senior Public Affairs Manager	\$115,401	\$140,331
Senior Public Information Specialist	\$72,634	\$89,932
Source Testing Manager	\$104,926	\$127,552
Supervising Payroll Technician	\$54,139	\$66,948
Systems Analyst	\$88,257	\$109,266
Systems & Programming Supervisor	\$97,953	\$121,296
Technology Implementation Manager	\$115,401	\$140,331
Telecommunications Analyst	\$79,937	\$99,001

<u>Classification</u>		
Telecommunications Supervisor	\$89,574	\$108,907
Workers Comp. & Safety Analyst	\$64,404	\$79,697

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Effective with the start of the pay period encompassing July 1, 2018.

Classification	Step 1	Step 5	Step 6
Accountant	\$64,404	\$79,697	\$81,889
Administrative Assistant	\$80,835	\$100,138	\$102,892
Administrative Secretary	\$54,558	\$67,546	\$69,405
Administrative Secretary/Legal	\$59,018	\$73,054	\$75,062
Affirmative Action Officer	\$86,701	\$105,405	\$108,304
Assistant Database Administrator	\$75,276	\$93,265	\$95,831
Atmospheric Measurements Manager	\$115,401	\$140,331	\$144,190
Building Maintenance Manager	\$86,701	\$105,405	\$108,304
Business Services Manager	\$86,701	\$105,405	\$108,304
Clean Fuels Officer	\$104,926	\$127,552	\$131,060
Clerk of the Boards	\$86,701	\$105,405	\$108,304
Community Relations Manager	\$86,701	\$105,405	\$108,304
Controller	\$115,401	\$140,331	\$144,190
Database Administrator	\$97,953	\$121,296	\$124,633
Deputy District Counsel I	\$77,723	\$96,338	\$98,986
Deputy District Counsel II	\$104,926	\$127,552	\$131,060
Executive Secretary	\$65,871	\$81,732	\$83,980
Financial Analyst	\$80,835	\$100,138	\$102,892
Financial Services Manager	\$115,401	\$140,331	\$144,190
Graphic Arts Manager	\$86,701	\$105,405	\$108,304
Human Resources Analyst	\$80,835	\$100,138	\$102,892
Human Resources Manager	\$115,401	\$140,331	\$144,190
Human Resources Technician	\$52,822	\$65,392	\$67,190
Information Technology Manager	\$115,401	\$140,331	\$144,190

Classification	Step 1	Step 5	Step 6
Investigations Manager	\$86,701	\$105,405	\$108,304
Legal Secretary	\$54,558	\$67,546	\$69,405
Legislative Analyst	\$68,624	\$85,025	\$87,362
Legislative Assistant	\$59,018	\$73,054	\$75,062
Planning & Rules Manager	\$115,401	\$140,331	\$144,190
Principal Deputy District Counsel	\$124,418	\$151,297	\$155,457
Procurement Manager	\$115,401	\$140,331	\$144,190
Public Affairs Manager	\$95,409	\$115,999	\$119,190
Quality Assurance Manager	\$104,926	\$127,552	\$131,060
Risk Manager	\$95,409	\$115,999	\$119,190
Secretary (Confidential)	\$44,472	\$55,097	\$56,612
Senior Accountant	\$70,989	\$87,748	\$90,161
Senior Administrative Secretary	\$59,018	\$73,054	\$75,062
Senior AQ Engineering Manager	\$115,401	\$140,331	\$144,190
Senior Deputy District Counsel	\$118,862	\$144,541	\$148,516
Senior Enforcement Manager	\$115,401	\$140,331	\$144,190
Senior Public Affairs Manager	\$115,401	\$140,331	\$144,190
Senior Public Information Specialist	\$72,634	\$89,932	\$92,406
Source Testing Manager	\$104,926	\$127,552	\$131,060
Supervising Payroll Technician	\$54,139	\$66,948	\$68,789
Systems Analyst	\$88,257	\$109,266	\$112,271
Systems & Programming Supervisor	\$97,953	\$121,296	\$124,633
Technology Implementation Manager	\$115,401	\$140,331	\$144,190
Workers Comp. & Safety Analyst	\$64,404	\$79,697	\$81,889

Effective with the start of the pay period encompassing July 1, 2019.

Classification	Step 1	Step 5	Step 6	Step 7
Accountant	\$64,404	\$79,697	\$81,889	\$84,141
Administrative Assistant	\$80,835	\$100,138	\$102,892	\$105,721
Administrative Secretary	\$54,558	\$67,546	\$69,405	\$71,313
Administrative Secretary/Legal	\$59,018	\$73,054	\$75,062	\$77,126
Affirmative Action Officer	\$86,701	\$105,405	\$108,304	\$111,282
Assistant Database Administrator	\$75,276	\$93,265	\$95,831	\$98,466
Atmospheric Measurements Manager	\$115,401	\$140,331	\$144,190	\$148,155
Building Maintenance Manager	\$86,701	\$105,405	\$108,304	\$111,282
Business Services Manager	\$86,701	\$105,405	\$108,304	\$111,282
Clean Fuels Officer	\$104,926	\$127,552	\$131,060	\$134,664
Clerk of the Boards	\$86,701	\$105,405	\$108,304	\$111,282
Community Relations Manager	\$86,701	\$105,405	\$108,304	\$111,282
Controller	\$115,401	\$140,331	\$144,190	\$148,155
Database Administrator	\$97,953	\$121,296	\$124,633	\$128,060
Deputy District Counsel I	\$77,723	\$96,338	\$98,986	\$101,708
Deputy District Counsel II	\$104,926	\$127,552	\$131,060	\$134,664
Executive Secretary	\$65,871	\$81,732	\$83,980	\$86,289
Financial Analyst	\$80,835	\$100,138	\$102,892	\$105,721
Financial Services Manager	\$115,401	\$140,331	\$144,190	\$148,155
Graphic Arts Manager	\$86,701	\$105,405	\$108,304	\$111,282
Human Resources Analyst	\$80,835	\$100,138	\$102,892	\$105,721
Human Resources Manager	\$115,401	\$140,331	\$144,190	\$148,155
Human Resources Technician	\$52,822	\$65,392	\$67,190	\$69,038
Information Technology Manager	\$115,401	\$140,331	\$144,190	\$148,155

Classification	Step 1	Step 5	Step 6	Step 7
Investigations Manager	\$86,701	\$105,405	\$108,304	\$111,282
Legal Secretary	\$54,558	\$67,546	\$69,405	\$71,313
Legislative Analyst	\$68,624	\$85,025	\$87,362	\$89,765
Legislative Assistant	\$59,018	\$73,054	\$75,062	\$77,126
Monitoring Operations Manager	\$95,409	\$115,999	\$119,190	\$122,468
Payroll Supervisor	\$80,835	\$100,138	\$102,892	\$105,721
Planning & Rules Manager	\$115,401	\$140,331	\$144,190	\$148,155
Principal Deputy District Counsel	\$124,418	\$151,297	\$155,457	\$159,732
Procurement Manager	\$115,401	\$140,331	\$144,190	\$148,155
Public Affairs Manager	\$95,409	\$115,999	\$119,190	\$122,468
Quality Assurance Manager	\$104,926	\$127,552	\$131,060	\$134,664
Secretary (Confidential)	\$44,472	\$55,097	\$56,612	\$58,169
Senior Accountant	\$70,989	\$87,748	\$90,161	\$92,640
Senior Administrative Secretary	\$59,018	\$73,054	\$75,062	\$77,126
Senior AQ Engineering Manager	\$115,401	\$140,331	\$144,190	\$148,155
Senior Deputy District Counsel	\$118,862	\$144,541	\$148,516	\$152,600
Senior Enforcement Manager	\$115,401	\$140,331	\$144,190	\$148,155
Senior Public Affairs Manager	\$115,401	\$140,331	\$144,190	\$148,155
Senior Public Information Specialist	\$72,634	\$89,932	\$92,406	\$94,947
Source Testing Manager	\$104,926	\$127,552	\$131,060	\$134,664
Systems Analyst	\$88,257	\$109,266	\$112,271	\$115,358
Systems & Programming Supervisor	\$97,953	\$121,296	\$124,633	\$128,060
Technology Implementation Manager	\$115,401	\$140,331	\$144,190	\$148,155
Workers Comp. & Safety Analyst	\$64,404	\$79,697	\$81,889	\$84,141

Effective the start of the pay period encompassing July 1, 2020.

Classification	Step 1	Step 5	Step 6	Step 7	Step 8
Accountant	\$64,404	\$79,697	\$81,889	\$84,141	\$86,454
Administrative Assistant	\$80,835	\$100,138	\$102,892	\$105,721	\$108,629
Administrative Secretary	\$54,558	\$67,546	\$69,405	\$71,313	\$73,274
Administrative Secretary/Legal	\$59,018	\$73,054	\$75,062	\$77,126	\$79,247
Affirmative Action Officer	\$86,701	\$105,405	\$108,304	\$111,282	\$114,342
Assistant Database Administrator	\$75,276	\$93,265	\$95,831	\$98,466	\$101,174
Atmospheric Measurements Manager	\$115,401	\$140,331	\$144,190	\$148,155	\$152,230
Building Maintenance Manager	\$86,701	\$105,405	\$108,304	\$111,282	\$114,342
Business Services Manager	\$86,701	\$105,405	\$108,304	\$111,282	\$114,342
Clean Fuels Officer	\$104,926	\$127,552	\$131,060	\$134,664	\$138,367
Clerk of the Boards	\$86,701	\$105,405	\$108,304	\$111,282	\$114,342
Community Relations Manager	\$86,701	\$105,405	\$108,304	\$111,282	\$114,342
Controller	\$115,401	\$140,331	\$144,190	\$148,155	\$152,230
Database Administrator	\$97,953	\$121,296	\$124,633	\$128,060	\$131,582
Deputy District Counsel I	\$77,723	\$96,338	\$98,986	\$101,708	\$104,505
Deputy District Counsel II	\$104,926	\$127,552	\$131,060	\$134,664	\$138,367
Executive Secretary	\$65,871	\$81,732	\$83,980	\$86,289	\$88,662
Financial Analyst	\$80,835	\$100,138	\$102,892	\$105,721	\$108,629
Financial Services Manager	\$115,401	\$140,331	\$144,190	\$148,155	\$152,230
Graphic Arts Manager	\$86,701	\$105,405	\$108,304	\$111,282	\$114,342
Human Resources Analyst	\$80,835	\$100,138	\$102,892	\$105,721	\$108,629
Human Resources Manager	\$115,401	\$140,331	\$144,190	\$148,155	\$152,230
Human Resources Technician	\$52,822	\$65,392	\$67,190	\$69,038	\$70,937
Information Technology Manager	\$115,401	\$140,331	\$144,190	\$148,155	\$152,230

Classification	Step 1	Step 5	Step 6	Step 7	Step 8
Investigations Manager	\$86,701	\$105,405	\$108,304	\$111,282	\$114,342
Legal Secretary	\$54,558	\$67,546	\$69,405	\$71,313	\$73,274
Legislative Analyst	\$68,624	\$85,025	\$87,362	\$89,765	\$92,233
Legislative Assistant	\$59,018	\$73,054	\$75,062	\$77,126	\$79,247
Monitoring Operations Manager	\$95,409	\$115,999	\$119,190	\$122,468	\$125,836
Planning & Rules Manager	\$115,401	\$140,331	\$144,190	\$148,155	\$152,230
Payroll Supervisor	\$80,835	\$100,138	\$102,892	\$105,721	\$108,629
Principal Deputy District Counsel	\$124,418	\$151,297	\$155,457	\$159,732	\$164,124
Procurement Manager	\$115,401	\$140,331	\$144,190	\$148,155	\$152,230
Public Affairs Manager	\$95,409	\$115,999	\$119,190	\$122,468	\$125,836
Quality Assurance Manager	\$104,926	\$127,552	\$131,060	\$134,664	\$138,367
Secretary (Confidential)	\$44,472	\$55,097	\$56,612	\$58,169	\$59,769
Senior Accountant	\$70,989	\$87,748	\$90,161	\$92,640	\$95,188
Senior Administrative Secretary	\$59,018	\$73,054	\$75,062	\$77,126	\$79,247
Senior AQ Engineering Manager	\$115,401	\$140,331	\$144,190	\$148,155	\$152,230
Senior Deputy District Counsel	\$118,862	\$144,541	\$148,516	\$152,600	\$156,797
Senior Enforcement Manager	\$115,401	\$140,331	\$144,190	\$148,155	\$152,230
Senior Public Affairs Manager	\$115,401	\$140,331	\$144,190	\$148,155	\$152,230
Senior Public Information Specialist	\$72,634	\$89,932	\$92,406	\$94,947	\$97,558
Source Testing Manager	\$104,926	\$127,552	\$131,060	\$134,664	\$138,367
Systems Analyst	\$88,257	\$109,266	\$112,271	\$115,358	\$118,531
Systems & Programming Supervisor	\$97,953	\$121,296	\$124,633	\$128,060	\$131,582
Technology Implementation Manager	\$115,401	\$140,331	\$144,190	\$148,155	\$152,230
Workers Comp. & Safety Analyst	\$64,404	\$79,697	\$81,889	\$84,141	\$86,454

CHAPTER III
TERMS AND CONDITIONS OF
AT-WILL DESIGNATED DEPUTY APPOINTMENTS

ARTICLE 1

GENERAL PROVISIONS

The following sets forth all obligations, rights, and privileges SCAQMD owes Designated Deputies and which Designated Deputies owe the SCAQMD as a result of the employment relationship.

SCAQMD's Board, under authority granted in Health and Safety Code Sections 40481 and 40482, has delegated to the Executive Officer the role of appointing authority over Designated Deputies. As a result of that delegated authority, Designated Deputies serve at the pleasure of the Executive Officer, who has the authority to appoint and terminate the services of Designated Deputies.

Designated Deputies agree, in accepting their appointments, that they have relinquished any property right in their positions, except as provided under the Constitution and the laws of the State of California and of the United States of America. They also agree that their sole rights to employment exist under these *Terms and Conditions of At-Will Designated Deputy Appointments*.

The provisions of SCAQMD's *Personnel Rules* do not apply to Designated Deputies unless specifically referenced in this *Salary Resolution*.

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ARTICLE 2

DESIGNATED DEPUTY SALARIES

Section 55. SALARY

Designated Deputy base salaries are listed in Chapter III, Article 7, of this document.

Designated Deputies shall receive the same percentage increase as approved by the Board for management employees. The term "base salary" shall not include any benefits that the Designated Deputy shall receive under the terms of this *Salary Resolution*. Said base salary shall be less federal and State taxes and other customary payroll withholdings which are also applicable to other employees of SCAQMD and shall be payable every two weeks commencing on the first applicable payday following appointment.

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ARTICLE 3

BENEFITS

Section 56. FRINGE BENEFITS

Designated Deputies shall be entitled to receive the following additional fringe benefits based upon the conditions as set forth below. In no event shall SCAQMD's liability exceed the actual cost to SCAQMD of the benefits described herein. The receipt of benefits customarily given to regular employees does not create a property interest for Designated Deputies in their jobs.

- a. Retirement. Designated Deputies shall participate in the San Bernardino County Employees' Retirement Association. SCAQMD shall contribute the same percentage of Designated Deputy's base salary on behalf of a Designated Deputy to the San Bernardino County Employees' Retirement Association as it contributes for management employees.

All new Designated Deputies hired on or after July 1, 2012, shall pay the full General Member Contribution Rate for their retirement through SBCERA.

Pursuant to the California Public Employees' Pension Reform Act of 2013, a new employee hired on or after January 1, 2013, who is being employed for the first time by any public employer, had a break in service of more than six months, or was employed by another public employer but not subject to reciprocity with SBCERA, shall pay the employee contribution rate as determined by SBCERA. (As of January 1, 2013, the rate is 7.75% and is subject to change as determined by SBCERA's actuary according to the most recently completed valuation.)

The amount of the employee's share of the retirement contribution paid by SCAQMD for management, confidential and Designated Deputy employees (unrepresented employees) shall be divided into three equal portions. The first portion shall be added to unrepresented employees' obligations effective the start of the pay period encompassing July 1, 2015; the second portion effective the start of the pay period encompassing July 1st, 2016, and the final portion shall become effective the start of the pay period encompassing July 1st, 2017. With the start of the pay periods encompassing July 1st of 2015, 2016, and 2017, respectively, unrepresented employees shall receive a salary increase equivalent to the amount of the additional retirement obligation assumed under this provision. Unrepresented employees who have 30 years or more of retirement service credit with SBCERA, were hired on or after July 1, 2012, and those employees hired on or after the implementation of PEPPRA are not eligible to receive these increases to base salary. At a time an unrepresented employee reaches 30 years of SBCERA service credit, the salary increases to base salary previously received pursuant to this section shall be terminated and the employee's base salary will be adjusted accordingly.

- b. Health Insurance. Designated Deputies participate in the same health insurance program offered by SCAQMD to management employees and are subject to all of the terms and conditions of the insurance contract with the provider chosen. Designated Deputies may

choose “family” coverage and SCAQMD agrees to pay a maximum monthly contribution sufficient to permit Designated Deputies to have "family" coverage without necessitating employee contribution, in accordance with prevailing SCAQMD policy for management employees. SCAQMD shall pay to the health insurance providers, on behalf of each Designated Deputy, an amount equal to the monthly premium increases for the health plans selected by each Designated Deputy, such that there is no change to the premium amount paid by the Designated Deputy from the rates in effect prior to September 1, 2011, but not for premium increases effective January 1, 2013. This monthly amount shall be retroactive to health insurance premiums effective September 1, 2011. This payment to the health insurance company does not increase the existing health benefit cap of \$2,060.84.

- c. Dental and Vision Care Insurance. Designated Deputies participate in the same dental and vision care program offered by SCAQMD to management employees and are subject to all of the terms and conditions of the insurance contract with the provider chosen. SCAQMD agrees to pay the premium costs for the dental and/or vision care plans chosen in accordance with prevailing SCAQMD policy for management employees.
- d. Life Insurance. Designated Deputies are covered by the following SCAQMD-paid life insurance policies: (1) A \$5,000 life insurance policy; (2) a \$50,000 combination life insurance and dismemberment policy; and (3) \$245,000 coverage at the Designated Deputy's option of either universal life insurance or a combination of term life and accidental death and dismemberment insurance, under plans provided to Designated Deputies. All plans are subject to the Designated Deputy passing any requirements of the insurance company. The premium to be paid by SCAQMD for the additional life insurance, i.e., (3) above, shall not exceed \$250 per month. In the event the Designated Deputy elects a life insurance program which may be portable, such policy or policies will be deemed portable to the Designated Deputy upon termination or retirement from SCAQMD service.
- e. Flexible Benefit Plan. Designated Deputies are eligible to participate in SCAQMD's Flexible Benefit Plan, which provides IRS-approved select supplemental benefits and options and core medical, vision, and dental plan benefits, in accordance with prevailing SCAQMD policy for management employees.
- f. Short-term and Long-term Disability Insurance. Designated Deputies are covered, at no cost to themselves, by the same short-term disability plan (management salary continuance plan) and long-term disability policy that apply to management employees.
- g. Sick Leave. Designated Deputies shall accrue sick leave at the same rate as management employees. Any SCAQMD sick leave accrued as of the date of appointment shall be carried forward. Upon leaving the service of SCAQMD for any reason, Designated Deputies shall receive payment of 50% of all hours based upon their hourly rate up to a maximum of 720 hours.
- h. Holidays. Designated Deputies shall receive the same paid holidays per year and shall be subject to the same holiday provisions as management employees.

- i. Vacation. Designated Deputies shall be entitled to 182 hours of paid vacation per year and shall be subject to the same vacation sell-back and carryover provisions as management employees (pursuant to this *Salary Resolution*).
- j. Jury Duty or Witness Leave. Designated Deputies are subject to the same jury duty and witness leave provisions as management employees.
- k. Bereavement Leave. Designated Deputies are subject to the same bereavement leave provisions as management employees.
- l. Other
 - (1) Tuition Reimbursement. Designated Deputies are eligible to receive reimbursement for attending courses which are related to their career development and are of benefit to SCAQMD. The Appointing Authority shall be the sole judge of whether or not a course is eligible for reimbursement. This reimbursement will be in accordance with prevailing SCAQMD policy for management employees.
 - (2) Mileage Reimbursement. Designated Deputies shall be entitled to be reimbursed for use of their private automobile when used for SCAQMD business after presenting a claim for such use for SCAQMD business. The rate of reimbursement shall be in accordance with prevailing SCAQMD policy for management employees.
 - (3) Military Leave. Designated Deputies required to serve in the military shall be paid in accordance with California Military and Veterans' Code Section 395 et seq.
 - (4) Deferred Compensation. Designated Deputies are eligible to participate in SCAQMD's deferred compensation plan. SCAQMD shall fund a contribution equal to three times the Designated Deputy's contribution to a combined maximum permitted by law, and, in addition, shall fund a contribution equal to three times the Designated Deputy's contribution as permitted under the pre-retirement "catch-up" provision of the law, up to the 2012 maximum contribution rate established by the Internal Revenue Service.
 - (5) Memberships and Licenses. Designated Deputies shall be reimbursed for the cost of professional memberships and licenses and, for those Designated Deputies functioning as attorneys, of required annual bar dues, in accordance with SCAQMD policy for non-Designated Deputy management employees and attorneys.
 - (6) Personal Time. Customarily, overtime is inherent in an executive manager's position. Designated Deputies will be accorded reasonable flexibility in absenting themselves from the office for brief intervals, not to exceed one-half of their assigned work day per occasion, if personal reasons so require. Designated Deputies will be granted compensatory, but not paid, time, on an hour-for-hour basis, for five or more hours of overtime worked in a single day. Annual sell-back of and termination pay for accrued compensatory time will be in accordance with prevailing SCAQMD policy for management employees.

- (7) Physical Examinations. SCAQMD will contribute toward the cost of an annual physical examination for Designated Deputies in accordance with prevailing SCAQMD policy for management employees.
 - (8) Bone Marrow and Organ Donation Leave. An employee selected to be a bone marrow donor shall utilize up to five (5) days of accrued leave, and for an organ donation up to two weeks (8 business days) of accrued leave, before SCAQMD shall pay the employee's regular pay for up to the maximum leave of absence for an organ donation of thirty (30) business days. Payment satisfying the requirement of this section shall come from SCAQMD Catastrophic Leave Fund.
- m. Designated Deputies shall receive any benefits, including those specified in Paragraphs a. through l. above, which are provided to the majority of SCAQMD's management employees.

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ARTICLE 4

DUTIES OF DESIGNATED DEPUTIES

Section 57. DUTIES OF DESIGNATED DEPUTIES

Duties of Designated Deputies are described in the Designated Deputy class specification.

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ARTICLE 5

APPLICABILITY OF PROVISIONS OF THE ADMINISTRATIVE CODE

Section 58. APPLICABLE SECTIONS

Designated Deputies shall be subject to all provisions of SCAQMD's *Administrative Code* set forth herein below.

- A. Section 40 - Code of Ethics
- B. Section 50 - Affirmative Action Committee
- C. Section 60 - Sexual Harassment
- D. Section 100 - SCAQMD Vehicle Policy
- E. Section 120 - Traveling Expenses
- F. Section 160 - Claims Procedures
- G. Section 161 - Involuntary Relocation Expense

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ARTICLE 6
TERMINATION

Section 59. CAUSES FOR TERMINATION

Designated Deputies may be terminated from their employment with SCAQMD by the Appointing Authority for any of the following:

- a. The death of a Designated Deputy;
- b. The inability of a Designated Deputy for any reason, other than that which applies to long-term disability as described in Section 56 f, to perform his/her duties for a period of 90 consecutive calendar days;
- c. The failure of a Designated Deputy to carry out any of the major duties of his/her position as listed in the Designated Deputy class specification. In such event, SCAQMD will provide employee with 90 days' notice of termination;
- d. The decision of SCAQMD to terminate a Designated Deputy for no reason or for any reason not specifically prohibited by State or federal law other than those reasons set forth in Section 59 a through c and e through k;
- e. Any act of proven fraud or dishonesty on the part of a Designated Deputy;
- f. The decision of Designated Deputy to terminate his/her employment;
- g. Violation of *Administrative Code* Section 40, Code of Ethics, Section 40.1, Solicitation of Gifts;
- h. Failure to meet established goals and objectives in a timely manner;
- i. Conviction of a criminal act involving moral turpitude or dishonesty;
- j. Use and/or possession of illegal drugs or controlled substances on SCAQMD property or SCAQMD time;
- k. Being under the influence of alcohol, illegal drugs, or controlled substances on SCAQMD property or SCAQMD time.

The above provision does not create a property interest for Designated Deputies.

Section 60. SEVERANCE

In consideration of the Appointing Authority having the right to terminate Designated Deputies pursuant to Section 59 above, if a Designated Deputy is terminated by SCAQMD pursuant to Section 59d above or the terms of granting severance are amended by SCAQMD's Board, the Designated Deputy shall be entitled to receive six months of severance pay; however, at such time as a Designated Deputy has completed two years of service with SCAQMD, he/she shall be entitled to receive 12 months of severance pay.

- a. Severance pay means salary only. Severance shall be paid in one lump-sum payment.
- b. A Designated Deputy will take, in a lump sum at the time of his/her termination, payment for any unused vacation, sick leave, and/or other leave time paid to management employees at termination.
- c. Severance is in recognition of past service since SCAQMD has decided to terminate the services of the Designated Deputy. Past Service includes the time served in any of the following capacities: full-time employment with SCAQMD, work in an Acting capacity under contract with SCAQMD, and service as a Governing Board Member. Severance shall not apply to any Designated Deputy who is terminated for reasons set forth in Section 59 a, b, c, e, f (except as set forth herein), g, h, i, j, and k.
- d. In the event a Designated Deputy voluntarily resigns his or her employment, he or she shall not be entitled to any severance pay.
- e. Notwithstanding any other provision of this Resolution, employees and former employees must comply with the provisions of Government Code §53243 through §53243.4, as in effect January 1, 2012.

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ARTICLE 7

DESIGNATED DEPUTY ANNUAL SALARIES

(Effective with the start of the pay period encompassing January 1, 2017)

Assistant Chief Deputy Counsel, Major Prosecutions	\$162,826
Assistant Deputy Executive Officer, including Chief Information Officer	\$160,374
Chief Deputy Counsel	\$183,790
Deputy Executive Officer, including Chief Operating Officer and Chief Administrative Officer	\$171,651
Director of Strategic Initiatives	\$153,218
Health Effects Officer	\$126,053 - \$153,218 (Steps 1 – 5)
Intergovernmental Affairs Officer	Vacant
Senior Policy Advisor	\$156,196

(Effective with the start of the pay period encompassing July 1, 2018)

Assistant Chief Deputy Counsel, Major Prosecutions	\$167,304
Assistant Deputy Executive Officer, including Chief Information Officer	\$164,784
Chief Deputy Counsel	\$188,844
Deputy Executive Officer, including Chief Operating Officer and Chief Administrative Officer	\$176,371
Director of Strategic Initiatives	\$157,432
Director of Communications	\$157,432
Health Effects Officer	\$126,053 - \$157,432 (Steps 1 – 6)
Intergovernmental Affairs Officer	Vacant
Senior Policy Advisor	Vacant

(Effective with the start of the pay period encompassing July 1, 2019)

Assistant Chief Deputy Counsel, Major Prosecutions	\$171,905
Assistant Deputy Executive Officer	\$169,316
Chief Deputy Counsel	\$194,037
Chief Operating Officer	\$194,037
Deputy Executive Officer, including Chief Financial Officer and Chief Information Officer	\$181,222
Director of Strategic Initiatives	\$161,761
Director of Communications	\$161,761
Director of Community Air Programs/Health Effects Officer	\$126,053 - \$161,761 (Steps 1 – 7)
Intergovernmental Affairs Officer	Vacant
Senior Policy Advisor	Vacant

(Effective with the start of the pay period encompassing July 1, 2020)

Assistant Chief Deputy Counsel, Major Prosecutions	\$176,632
Assistant Deputy Executive Officer	\$173,972
Chief Deputy Counsel	\$199,373
Chief Operating Officer	\$199,373
Deputy Executive Officer, including Chief Financial Officer, Chief Information Officer, Chief Technologist, and Diversity, Equity & Inclusion Officer	\$186,205
Director of Strategic Initiatives	\$166,209
Director of Communications	\$166,209
Director of Community Air Programs/Health Effects Officer	\$126,053 - \$166,209 (Steps 1 – 8)
Intergovernmental Affairs Officer	Vacant
Senior Policy Advisor	Vacant

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