CITY OF PHOENIX
SPECIAL CITY COUNCIL MEETING
PUBLIC WORKS OFFICE
1000 S. "B" STREET
WEDNESDAY, AUGUST 17, 2016
6:30 P.M.

REVISED AGENDA

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1) **Call to order/Roll call**

2) **Pledge of Allegiance**

3) **Mayor's Comments**

4) **Presentations:**
   a) Bear Creek Greenway Maintenance and Agreement Presented by Jenna Marmon

5) **New Business:**
   a) Approval of Rules and Regulations for Executive and Supervisory Employee Contract p.1
   b) Review and Approval of Terms and Conditions of Public Works Director Contract

6) **Adjournment**

AGENDA BILL

AGENDA ITEM: 5A

AGENDA TITLE: Approval of Rules and Regulations for Executive and Supervisory Employee Contract

DATE: August 17, 2016

ACTION REQUIRED:

ORDINANCE: _____ RESOLUTION: _____

MOTION: XX INFORMATION: _____

EXPLANATION:
There are Union contracts for both general and the police unit. Exempt employees are non-Union members and have individual contracts. There are typically different considerations in these contracts reflecting the individual agreements. Currently, many of the exempt employee contracts do not coincide with each other. In order to create a more streamlined and comprehensive contract process, the Rules and Regulations for Executive and Supervisory Employee Contract has been drafted for review.

FISCAL IMPACT:

ALTERNATIVES:
Council may choose to recommend changes to the contract or ask staff to update it further.

STAFF RECOMMENDATION:
Staff recommends Council review and approve the draft of Rules and Regulations for Executive and Supervisory Employee Contract.

MOTION: "I MOVE TO APPROVE THE DRAFT OF THE RULES AND REGULATIONS FOR EXECUTIVE AND SUPERVISORY EMPLOYEES OF THE CITY OF PHOENIX."

PREPARED BY: Sarah Lind **REVIEWED BY:** _____

RULES AND REGULATIONS FOR EXECUTIVE AND SUPERVISORY EMPLOYEES OF THE CITY OF PHOENIX

Effective July 18, 2016

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RULES AND REGULATIONS FOR EXECUTIVE AND SUPERVISORY EMPLOYEES OF THE CITY OF PHOENIX

ARTICLE 1 - COVERED EMPLOYEES

Section 1 – Description

Full–time, regular employees exempt from representation by labor organizations and subject to the authority of the City Manager are covered by these Rules. There are three (2) categories of such employees: Executive and Supervisory personnel.

Section 2 – Executive Personnel

Position classifications in this category include:

Finance Director
Police Chief
City Recorder
Planning Director
Public Works Director

Section 3 – Supervisory Personnel

Position classifications in this category include:

Police Lieutenant
Public Works Superintendent
Senior Planner

Section 4 – Additional Classifications

The City Manager may enter into temporary employment agreements for fewer than 1,040 hours per calendar year, with different salary and working conditions, and may approve title changes, implement transfers or otherwise adjust assignments providing that there is sufficiently budgeted funding.

ARTICLE 2 - HOURS OF WORK

Section 1 – Salaried Status

A. Executive and Supervisory personnel have no minimum or maximum hours of work. The quality and quantity of their work product is expected to pass a continuous close scrutiny of the City Manager.

It is understood that the average work week must be 40 hours with a significant majority of the time worked being done during the Monday through Friday period from 8:00 a.m. to 5:00 p.m. The City Manager or his designee has the option to require set schedules and approval of all leaves of absence.

B. Employees promoted to positions governed by these Rules shall be paid in the first available payroll for unused previously accrued compensatory time.

No paid overtime will be granted for hours beyond the regular work for employees assigned to position classifications determined to be exempt from Federal and State of Oregon wage and hour law. The City Manager may approve compensatory time off, on a straight–time basis, as a matter of his/her sole discretion so long as such compensatory time is approved in advance in writing with conditions and limitations of approval specifically identified. In addition, the City Manager may authorize operating departments to require management personnel to rotate oncall status to quickly respond to emergency events or to handle unforeseen changes in workload. An employee so assigned shall receive eight (8) hours leave time for each seven (7) day period in such status, up to a maximum of 80 hours. In no case is an employee permitted to convert compensatory time authorized in this subsection into cash payment.

C. The City classifies employees as exempt from the overtime provisions of the Fair Labor Standards Act and State law, or eligible for overtime under Federal and State law. Applicable labor agreements address such requirements as applied to bargaining unit employees. These rules provide for overtime for unrepresented employees, including temporary employees, who are eligible for overtime under Federal or State law. If an employee believes he or she is improperly classified under these laws, he or she shall ask for a review of said classification by the City Manager. The question of classification shall be reviewed on a timely basis, and the City will act to correct any errors as soon as possible. In addition, if an employee believes he or she has been improperly paid under the overtime provisions of Federal or State law, it is the responsibility of the employee to seek immediate correction of any error within 20 working days of the close of the payroll period in which the error is believed to have occurred, and the Finance Department will act to investigate and correct any such error within a reasonable time period. Finally, the City shall make no improper deductions from pay for any employee, regardless of exempt or non-exempt status, and shall act to reimburse an employee for any improper pay deductions, once reported to the Finance Department. The City shall continue to make a good faith commitment to comply with all applicable provisions of the FLSA and State law, and the City intends that this policy of correction shall satisfy the "safe harbor provisions" of the FLSA regulations, as amended effective August 23, 2004.

ARTICLE 3 - PAID COMPENSATION

Section 1 – Salary

A. The salary schedule for employees covered by these rules are incorporated herein as Exhibits A and B.

B. Salary will be paid in either bi–monthly increments.

C. Except as provided herein for executive personnel, movement through range and retention of an achieved pay step will be subject to work performance evaluation made by the City Manager or his/her designee in the chain of command supervising the employee. A change of salary to an employee below his/her pay range will constitute a demotion and, as may be provided in Article 5 of these rules, may be subject to appeal.

Section 2 – Pay Differentials

In order to retain any of the following designated pay differentials, the respective employee's work performance evaluated by his/her supervisor must reflect an overall minimum rating of "Standard" or satisfactory. If an employee receives an overall substandard performance evaluation, all assigned pay differentials shall be immediately discontinued.

A. Police Management Pay Differential

Employees in the positions of Police Chief and Police Lieutenant shall be eligible for educational incentive pay for college credit which are acceptable to the Oregon System of Higher Education as credit towards a bachelor's degree:

College credits towards a bachelor's degree – 1% for each 18 quarter hours of college credits with grade C or better up to 162 credit hours – 9% of base pay

Bachelor's degree – 1% of base pay

B. Other Management Pay Differentials

Position Title	Qualifications	Maximum Added Pay Differential
Public Works Director Public Works Superintendent	Oregon Registered Professional Engineer	5%
City Recorder	Certified Municipal Clerk – International Institute of Municipal Clerks	5%
Finance Director	Oregon recognition as Certified Public or Master's Degree with Major Emphasis	5%

	in Accounting or Public Finance	
Planning Director Senior Planner	American Institute for Certified Planners Certificate or Master's Degree in Planning, Geography, or Ecology	5%
Public Works Director	Master's Degree in Civil, Wastewater, or Traffic Engineering	5%
Public Works Superintendent	Bachelor's Degree in appropriate field	5%

In addition to the foregoing specified qualifications by position title for pay differential as identified in this Article, Section 2, the City Manager may grant, at his/her option, a 5% pay differential to those not otherwise qualified for or receiving a differential if they have a Bachelor's Degree in Public Administration. No more than three covered employees at one time may be subject to this alternative. The granting of this pay differential, or its continuance, is at the sole discretion of the City Manager without right of grievance by a covered employee and will be subject to the City Manager's evaluation that this added education truly has productive merit in producing a job well done.

Section 3 – Pay Differential Maximum

The maximum incentive paid under this article shall not exceed 10%. Any change in educational or certification pay shall be effective on the first day of the payroll period following the employee's notification to the City that such certifications have been received or educational units completed. Copies of transcripts or certifications shall be provided to the City Manager to justify incentive pay.

Section 4 – Acting in Capacity Assignment Compensation

The City Manager may approve a temporary pay differential of up to 10% in cases in which an employee takes a significant portion of the duties and responsibilities of a vacant position. This differential may not continue past the date immediately preceding that on which any person begins work as the new incumbent assigned to fill the position vacancy.

However, if an employee terminates employment while in an Acting in Capacity Assignment, any final monetary compensation paid for unused accrued vacation, holiday, or sick leave shall be at the current base rate, less any differential, of the employee's immediately preceding regular classification assignment.

Section 5 – Deferred Compensation Plan

Each employee may enroll in a deferred compensation program established under Section 457 of the Internal Revenue Code, using any deferred compensation vendor under the City's deferred compensation plan, and may defer compensation, subject to the maximum annual contribution amount set by the Internal Revenue Code, or implementing regulations adopted thereunder.

Section 6 – Medical Savings Account

The City shall continue to participate, as authorized by Resolution 680, adopted by the City Council on July 24. 2006, in the Voluntary Employees' Beneficiary Association Medical Expense Plan for Public Employees in the Northwest (hereinafter "HRA VEBA Trust"), which trust conforms to the requirements of Internal Revenue Code Section 501 (c) (9), and implementing regulations adopted by the Internal Revenue Service. Funds contributed by the City on an employee's behalf are considered vested in the employee's name upon deposit by the trust administrator and are available to each such employee pursuant to the provisions of the HRA VEBA trust agreement. Effective for the payroll period beginning July 1, 2006 (with a July 25, 2006 payroll date) and thereafter, the City shall contribute $100 per month to each employee's account in the HRA VEBA Trust.

ARTICLE 4 - BENEFITS

Section 1 – Holidays

A. The following shall be paid holidays for employees covered by these Rules working a 40 hour work week in eight (8) hour shifts:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Independence Day	Christmas Eve
	Christmas Day

B. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday.

C. If an employee is on authorized vacation or paid sick leave when a holiday occurs, such holiday shall not be charged against such leave.

D. Employees covered by these Rules if required to work on a day recognized as a holiday shall be entitled to equivalent time off to the time so worked.

E. Annually, a regular employee shall be given 8 hours of floating holiday time.

F. Floating holiday time must be used by July 1st following the fiscal year in which it is earned or it will be converted to vacation time. An exception will be City cancellation of previously approved holiday leave.

Section 2 – Vacations

A. Employees covered by these rules shall be allowed vacation time off with pay in accordance with the following:

Rate of Earnings of Leave per Year

Term of City Service in Months	Executive and Supervisory Employees
0 to 60	120 hours
60 up to 120	160 hours
120 up to 180	200 hours
180 up to 240	220 hours
240 or more	240 hours

B. The earning of vacation will occur on a prorated monthly basis.

C. Employees may accumulate maximum vacation credit at any time of a total not to exceed twice the current year's allotment.

D. Vacation accumulated beyond the amount allowed in subsection C of this section may be paid off by the City, if authorized by the City Manager, at a straight–time rate.

Otherwise, when maximum vacation accumulation is accrued, no further credits will accrue until and to the extent that use of the credits reduced the accumulation below the employee's maximum. The City shall maintain a procedure to notify each employee, at the time of the first salary payment date each month, of the amount of vacation time accrued by said employee.

No payment will be made for vacation time lost by an employee because of accrual limitation, unless the failure to take vacation is caused by the City's insistence that the employee be at work during vacation period already scheduled.

E. Continuous service for the purpose of accumulating vacation leave credit shall be counted in months of full-time service. Accrual rates may be adjusted upon the employee's written request to account for an employee's verified prior years' full-time service with the City. Time spent in part-time status, or while on unauthorized or authorized leave without pay shall not be counted as part of continuous service.

F. Vacation scheduling will be selected by the employee subject to the approval of the Department Head or his/her designee, except in the case of those directly supervised by the City Manager – in which case approval must be received from the City Manager.

G. In the event of death, termination, or resignation of an employee, all vacation credits accrued shall be converted to cash at the appropriate hourly rate and paid to the beneficiary or employee.

H. Vacation Pay in Lieu. Non-probationary employees subject to these rules are eligible if they so choose to sell back to the City earned vacation leave credits as follows:

Those employees who have fewer than 10 years (fewer than 120 months) of continuous service may sell back up to the lesser of 80 hours or the amount above one year's accrual.

Those employees who have ten (10) or more years of continuous service may sell back up to the lesser of 100 hours or the amount above one year's accrual.

Those employees who have 15 or more years of continuous service and those employees retiring in a given fiscal year may sell back up to the lesser of 120 hours or the amount above one year's accrual.

Vacation leave sellback shall occur only one time within any fiscal year for the cumulative limits noted above. The employee will receive dollar value straight–time pay based on the pay step level the employee then has, exclusive of any differential. This is a voluntary option to the employee. It shall not be required of the employee. The employee will give at least three (3) weeks' notice to his/her supervisor in writing of the employee's wish to exercise this option.

Section 3 – Sick Leave

A. Paid sick leave shall be earned for each employee at the rate of four (4) hours for each full pay period of service commencing with the date of employment for 40 hour work week employees.

B. Sick leave in excess of 960 hours for 40–hour work week employees may be accrued and used, but any such excess remaining on June 30 of each year shall be paid off at 50% of each respective employee's base wage rate, exclusive of any pay differential. Payment pursuant to this subsection shall be made to the employee's account in the HRA VEBA trust.

C. As a voluntary option at the end of each fiscal year, a 40–hour work week employee with a minimum 520–hour balance may sell back any unused sick leave time which he/she earned during the concluding fiscal year at 50% of his/her base wage rate, exclusive of any pay differential. However, to exercise this option the employee must give three (3) weeks written notice to his/her supervisor, with payment to be allowed only on the second pay day in August. Payment of these hours shall not be made to the employee's account with the HRA VEBA trust.

E. As an additional voluntary option at the end of each fiscal year, 40–hour employees with a minimum 520–hour balance may also sell back unused sick leave earned prior to the concluding fiscal year at 20% of the employee's base wage rate, exclusive of any pay differential. This option is available only to employees with a current overall performance evaluation of "standard" or better and may not result in a remaining balance of less than 520 hours. To exercise this option, the employee must give three (3) weeks written

notice to his/her supervisor, with payment to be allowed only on the second pay day in August. Payment of these hours shall not be made to the employee's account with the HRA VEBA trust.

E. A terminating employee will be considered to be retiring if he/she is eligible and has applied for PERS service retirement, including early retirement. He/she shall be compensated for unused accrued sick leave exceeding 520 hours at 50% of his/her base wage rate, exclusive of any pay differential. As full compensation for all remaining unused accrued sick leave, the employee shall be paid at 20% of his/her base wage rate, exclusive of any pay differential. Payment to a retiring employee pursuant to this subsection for unused sick leave shall be made to said employee's account in the HRA VEBA Trust.

F. On termination for reasons other than retirement or discharge for cause, a 40–hour employee will be compensated for unused accrued sick leave exceeding 960 hours at 50% of his/her base wage rate, exclusive of any pay differential. The employee shall also be compensated for all remaining unused accrued sick leave exceeding 520 hours at 20% of his/her base wage rate, exclusive of any pay differential. Payment of these hours shall not be made to the employee's account with the HRA VEBA trust. An employee discharged for cause shall be entitled to no compensation for unused sick leave.

G. Sick leave used will be deducted from an employee's allowed accumulation on a last–earned, first– used basis.

H. When injury occurs in the course of employment, the City will cover the difference between any disability payment or time loss payment received under Workers' Compensation laws and the employee's regular pay. In such instances, prorated charges will be made against accrued sick leave.

Section 4 – Other Leaves of Absence

A. Family Medical Leave. Eligible employees may take Family Medical Leave and/or Oregon Family Leave for purposes commonly referred to as a serious health condition of the employee or a family member, pregnancy disability leave, parent leave, and sick child leave.

B. Leave Without Pay. In cases not covered by the Federal Family Medical Leave Act or State of Oregon Family Leave Act, the City will consider a written application for leave of absence without pay if the City finds there is reasonable justification to grant such leave and that the work of the department will not be seriously handicapped by the temporary absence of the employee. The City may terminate or cancel such leave by 15 days' written notice mailed to the employee's last known address.

C. Jury Duty. Employees shall be granted leave with pay for service upon a jury on days when the employee is normally scheduled to work. The employee is required to waive any jury duty pay for each day of jury service when the employee is paid by the City. The employee shall be entitled to receive and retain mileage reimbursement for jury service. Upon being excused from jury service for any day, an employee shall immediately contact the department head or other supervisor for assignment for the remainder of his/her regular work day.

D. Required Appearance. Leave without pay shall be granted for an appearance before a court, legislative committee, judicial, or quasi–judicial body as a witness in response to a subpoena or other order by proper authority compelling his/her attendance under penalty prescribed by law. Leave of absence with pay shall be granted for appearance before a court, legislative committee, judicial or quasi–judicial body in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters.

E. Military Leave. The City will comply with prevailing law as to the granting of military leave.

F. Paid Administrative Leave.

1. The City Manager may grant up to 40 hours of paid administrative leave each fiscal year to an employee assigned the duties of a vacant position scheduled to be filled, but unfilled for a period of more than 90 days. No employee shall receive more than 40 hours of administrative leave per year under this subsection.

2. Administrative leave may be used by employees on the same basis as paid vacation leave, or may be cashed out upon request in the same fashion as vacation leave, provided that any hours cashed shall not count against any hours or other limitation imposed by Section 2 of this Article. Paid administrative leave hours not used by June 30th of the fiscal year shall be forfeited.

3. The City Manager, or designee, may place an employee on paid administrative leave pending an investigation or for any other reason to accommodate the needs of the City. Employees covered by this subsection shall be paid administrative leave while not working, but shall not be entitled to cashout.

Section 6 – Health and Welfare

City shall provide regular full-time employees health and dental benefits consistent with those provided for full-time regular employees in the respective Teamsters Local 223 Collective Bargaining Agreement in effect. Full-time regular employees shall be responsible for applicable deductible payments, co-payments, optional services and other payments not considered part of the applicable health plan. The parties recognize that Executive and Supervisory employees are not a member of the Teamsters Local 223 or any other union, but have agreed to use the MOU as a reference point solely as a matter of convenience to establish benefits to such employees.

Section 7 – Other Benefits

A. Personal Use of City owned vehicle. The City may allow employees to use City owned vehicles to commute to and from their residence upon a determination by the City Manager, or designee, that use of a City provided vehicle will provide a more efficient use of staff time, provide a faster delivery of services to citizens, first responders, or as a business necessity. This is a taxable fringe benefit under IRS regulations.

Personal use by an employee of a City owned vehicle falling under IRS regulations for de minimis nontaxable personal use is permitted, and is part of the employee's compensation as defined by Oregon Administrative Rules 199-005-0035(3).

B. Mileage Reimbursement. When an employee is required to use his/her private vehicle on City business, the reimbursement compensation shall be determined at the current IRS rate.

C. Uniform Allowance. Uniforms and other protective clothing required for an employee by law or by the City shall be provided by the City. Departments may provide protective clothing and safety shoe allowances or reimbursements in lieu of furnishing protective clothing under written departmental uniform policies conforming to IRS regulations. No employee shall wear or use any such items provided by the City except on the job or as specifically approved by the City Manager or his/her designee.

ARTICLE 5 – DISCIPLINE AND TERMINATION FOR CONVENIENCE

Section 2 – Discipline

A. No Supervisory employee, as defined in Article 1, Sections 3 who has achieved regular status in his or her position classification subject to these Rules shall be disciplined except in good faith for cause.

Executive Personnel, as defined in Article 1, Section 2, are at–will employees. This means either the employee or the employer may terminate employment at any time, regardless of the length or nature of the employment, the actual or perceived performance the employee, the granting of benefits of any kind, the adoption or modification of any employee handbook, policy manual or other personnel policy, any oral promise, or the establishment of any policy (whether written or unwritten) of progressive discipline. No relationship of employment other than on a strictly "at will" basis has been expressed or implied, and no circumstances arising out of employment will alter the Executive Personnel's "at will" employment relationship unless unambiguously expressed in writing, with the understanding specifically set forth and signed by the Employee and City.

B. Discipline may include the following:

1. Oral Warning
2. Written Warning
3. Written Reprimand
4. Suspension Without Pay – Such suspension may be imposed for a period of less than one (1) week only for major safety violations.
5. Demotion
6. Discharge

C. The disciplinary steps may be taken in any order at the sole discretion of the employer. This policy is not a guarantee that the steps will be followed in any particular order.

D. No discipline shall be administered to any employee, of any classification, because of the employee's political persuasion, religious beliefs, race, age, or sex.

Section 2 – Procedure

A. For Supervisory Employees as defined in Article 1, Section 3, suspensions of more than one (1) shift, demotions and discharges require that the employee be given at least five (5) business days' notice with a statement of reasons and the opportunity to respond in writing for the record.

B. Executive Employees as defined in Article 1, Section 2 are not entitled to five (5) days' notice or the opportunity to respond in writing for the record.

Section 3 – Appeal of Disciplinary Action

A. Executive Personnel, as defined in Article 1, Section 2, do not have right of appeal as to disciplinary action received, except that such personnel may pursue an appeal limited to grounds alleging violation of Article 4, Section 1, Paragraph D.

B. Supervisory employees as specified in Article 1 – Covered Employees, Section 3 may, if desired, elect to exercise the following process as the sole and complete available procedure for employees seeking appeal:

An employee seeking appeal must, within five (5) days of receiving notice of disciplinary action, provide to the City Manager a written request for a hearing. Employees are only entitled to appeal the following disciplinary action: dismissal, demotion, or suspension without pay in excess of five (5) days. Within five (5) days of the employee's written request, the City shall notify the employee of the City's selection of an individual to sit on a grievance panel. The employee, within five (5) days from the receipt of the City's notification, will select one (1) individual as a member and notify the City in writing. These two board members will within five (5) days mutually select a third member to serve as chairperson. The employee shall have the right to be present, question witnesses, produce testimony, and to be accompanied, advised, and represented by such legal counsel as he/she may employ.

Upon receipt of an appeal from dismissal by an employee, the City may offer the employee an opportunity to accept a voluntary demotion in lieu of dismissal, in which case the choice between appeal and demotion is the employee's. If the employee chooses such a demotion, then the pay, benefits, and privileges commensurate with the new position shall be retroactive to the date of the original notice.

At the hearing the City shall limit inquiry to those matters contained in the notice of dismissal, demotion, or suspension and the employee's reply to the question of whether the dismissal, demotion, or suspension was in good faith and with cause. If the panel finds the disciplinary action to be in good faith and with cause, the action should be sustained.

If the City's action is sustained, the dismissal, demotion, or suspension shall be effective as of the date original notice thereof was given. If the employee's appeal is sustained he or she shall be reinstated without loss of pay or employee benefits or privileges. If the panel's findings fail to uphold the City's position, the City Manager may overrule the

panel. With City Council approval, in the case of termination, the employee will then be eligible for immediate payment of up to three (3) months' severance pay and back pay to the date of the panel's findings. Termination will officially commence upon that payment.

Section 4 – Termination for Convenience

In addition and subject to the at-will status, the City may terminate employment at any time for any reason at its convenience without cause upon thirty (30) (or more) days' prior written notice to Executive Personnel. Executive Personnel may terminate this Agreement at any time for any reason at his/her convenience without cause upon thirty (30) (or more) days' prior written notice to the City.

Compensation for Early Termination for Convenience. In the event City exercises its right under Article 5, Section 4 above to terminate employment for its convenience, the following compensation shall be given:

1. Thirty (30) to one hundred-nineteen (119) days written notice, City shall pay Executive Personnel an amount equal to three (3) month's salary (3/12 of the employees then annual salary).

2. No payment shall be due Executive Personnel hereunder if notice of termination is given one hundred-twenty (120) or more days prior to the termination date.

Any amount due the employee hereunder shall be due and payable on the same date that the Employee's final salary payment is due and payable pursuant to ORS 652.140, and shall be in addition to any other amount due said Employee at that time.

ARTICLE 6 - GENERAL PROVISIONS

Section 1 – Outside Employment

Outside employment shall be permitted only with the express prior written approval of the City Manager. Any employee with existing outside employment on the effective date of this resolution shall notify the City thereof within 30 days thereafter. To deny outside employment, the City must find that it violates one of the following criteria:

A. that such employment is in conflict with the interest of City employment;
B. that such employment detracts from the efficiency of the employee in his/her City work;
C. that such employment is a discredit to City employment; or
D. that such employment takes preference over the requirements of the City. No outside employment activities shall occur during regular City hours of operation applicable to the affected employee unless the employee is on authorized vacation or holiday leave.

Section 4 – Transfers

The City Manager may transfer an employee from a position in one division or organization unit to a position in another division or organizational unit temporarily or on a permanent basis. Such a transfer, if the salary or benefits are not affected negatively, shall not be deemed a demotion and shall not be grievable.

Section 5 – Notice of Change

Employees affected by these Rules must be given at least seven (7) days' notice of any pending change. Electronic notification and/or posting of such notice on departmental bulletin boards may be used for notification of proposed changes.