

Ordinance 27-20

Other Excluded Service Employees

Mayor Buckley Proposed Amendments 1-10

Amendment 1

On page 1, in 1 lines 2 and 24 strike “full time” and substitute “EMPLOYMENT AGREEMENT AND”; in lines 4 and 24 strike the first “comma” and “grant funded” and in lines 5 and 25 strike “contractual” and substitute “OTHER EXCLUDED SERVICE”

Amendment 2

On page 2, after line 30 insert “‘EMPLOYMENT AGREEMENT’ MEANS A WRITTEN AGREEMENT EXECUTED WITH THE CITY FOR AN INDIVIDUAL TO PROVIDE PERSONAL SERVICES TO THE CITY FOR PAY ON EITHER A PART-TIME OR FULL-TIME BASIS.”

Amendment 3

On page 2, in line 31 strike language after “WHO” down through line33 and substitute “IS REQUIRED TO EXECUTE AN EMPLOYMENT AGREEMENT”.

Amendment 4

On page 2, in line 35 after the “semicolon” insert “(3) WHO DOES NOT MEET THE DEFINITION OF A TEMPORARY EMPLOYEE;” and in line 35 after “AND” strike “(3)” and substitute “(4)”.

Amendment 5

On page 3, in line 4 after “rendering” insert “LIMITED-TERM OR” and after “temporary” strike “service” and insert “EMPLOYEE SERVICES”

Amendment 6

On page 3, in line 27 after “PER” insert “CITY FISCAL” and also in line 27, after “YEAR.” insert “TEMPORARY EMPLOYEES ARE NOT REQUIRED TO EXECUTE AN EMPLOYMENT AGREEMENT, UNLESS OTHERWISE REQUIRED BY THE APPOINTING AUTHORITY.”

Amendment 7

On page 4, in line 38 after “CITY” insert a “comma” and “AS EVIDENCED BY AN EMPLOYMENT AGREEMENT,”

Amendment 8

On page 5, in line 32 after the second occurrence of “OF” insert “EMPLOYMENT AGREEMENT”

On page 5, strike the language in lines 36 down through page 6, line 11 and substitute

- “A. THE TERM OF EACH EMPLOYMENT AGREEMENT FOR AN EMPLOYMENT AGREEMENT EMPLOYEE SHALL CONSIST OF AN INITIAL TERM OF NO MORE THAN 1 YEAR COINCIDING WITH THE CITY'S FISCAL YEAR, PLUS THE CITY OPTION TO RENEW FOR NO MORE THAN 4 ADDITIONAL 1 YEAR RENEWAL TERMS. EACH RENEWAL TERM SHALL COINCIDE WITH THE CITY'S FISCAL YEAR. EXCEPT AS OTHERWISE PERMITTED BY THIS SECTION, IN NO EVENT SHALL THE COMBINED TERMS OF ALL EMPLOYMENT AGREEMENTS FOR AN EMPLOYMENT AGREEMENT EMPLOYEE, WHICH ARE EFFECTIVE JULY 1, 2020 OR LATER, EXTEND OVER MORE THAN 5 CITY FISCAL YEARS REGARDLESS OF WHETHER AN EMPLOYMENT AGREEMENT EMPLOYEE WORKS PART-TIME, FULL-TIME, AND/OR FOR ONLY A PORTION OF ANY CITY FISCAL YEAR.
- B. AT THE END OF THE EARLIER OF THE EMPLOYMENT AGREEMENT TERM OR THE TERM LIMIT SPECIFIED IN SECTION 3.10.020.A, THE EMPLOYMENT AGREEMENT EMPLOYEE MUST EITHER BE CONVERTED TO A CIVIL SERVICE OR EXEMPT POSITION, OR TERMINATED FROM CITY EMPLOYMENT. SUCH INDIVIDUAL IS THEREAFTER PROHIBITED FROM BEING HIRED AS AN EMPLOYMENT AGREEMENT EMPLOYEE OF THE CITY IN THE SAME OR SIMILAR POSITION.
- C. THE TERM REQUIREMENTS SET FORTH IN THIS SECTION SHALL NOT APPLY TO AN EMPLOYMENT AGREEMENT FUNDED THROUGH GRANT SOURCES, AND ANY SUCH GRANT-FUNDED EMPLOYMENT AGREEMENT SHALL TERMINATE AT THE EXPIRATION, OR EARLIER TERMINATION, OF THE GRANT FUNDING.
- D. THE TERM REQUIREMENTS SET FORTH IN THIS SECTION SHALL ONLY APPLY TO EMPLOYMENT AGREEMENTS EXECUTED AFTER JULY 1, 2020, AND FOR PURPOSES OF CALCULATING THE TERM LIMIT, ANY TIMES OF EMPLOYMENT WITH THE CITY PRIOR TO JULY 1, 2020 SHALL NOT BE COUNTED.
- E. THE TERM REQUIREMENTS SET FORTH IN THIS SECTION SHALL NOT APPLY TO CIVIL SERVICE, EXEMPT SERVICE, OR TEMPORARY EMPLOYEES.”

Amendment 9

On page 6, in line 21 strike “SERVICES” and substitute “SERVICE” and in line 22 after “THESE” insert “OTHER EXCLUDED SERVICE”

Amendment 10

On page 6 strike language in lines 32 down through page 7, line 7 and substitute

- “2. FULL-TIME EMPLOYMENT AGREEMENT EMPLOYEES (A) SHALL BE ENTITLED TO PARTICIPATE IN THE CITY BENEFIT PROGRAMS, BUT NOT IN ANY PENSION PLANS OR RETIREMENT PLANS; (B) SHALL RECEIVE ALL PAID CITY HOLIDAYS; (C) EXCEPT AS OTHERWISE SPECIFIED BY SECTION 3.10.030.B.3, SHALL RECEIVE PAID ANNUAL LEAVE IN THE AMOUNT OF 10 DAYS PER CITY FISCAL YEAR THROUGHOUT THE EMPLOYMENT AGREEMENT TERM; (D) SHALL RECEIVE SICK LEAVE AS PROVIDED FOR BY LAW; AND (E) UNLESS OTHERWISE REQUIRED BY FEDERAL OR STATE LAW, SHALL NOT BE ENTITLED TO OVERTIME PAY OR COMPENSATORY LEAVE. PAID ANNUAL LEAVE AND PAID CITY HOLIDAYS SHALL BE PRO-RATED ACCORDINGLY FOR AN INITIAL TERM AND/OR A RENEWAL TERM OF LESS THAN A YEAR. PAID ANNUAL LEAVE SHALL BE GRANTED AS A LUMP SUM AT THE BEGINNING OF EACH CITY FISCAL YEAR DURING THE EMPLOYMENT AGREEMENT TERM, AND SHALL BE AVAILABLE FOR THE EMPLOYMENT AGREEMENT EMPLOYEE’S IMMEDIATE USE UPON APPROVAL BY THE APPOINTING AUTHORITY OR DESIGNATED CITY SUPERVISOR. ANY PAID ANNUAL LEAVE REMAINING UPON THE END OF EACH CITY FISCAL YEAR DURING THE EMPLOYMENT AGREEMENT TERM, OR EARLIER TERMINATION THEREOF, SHALL BE FORFEITED, UNLESS OTHERWISE REQUIRED BY FEDERAL OR STATE LAW. EXCEPT THAT PAID ANNUAL LEAVE MAY BE ROLLED OVER FROM A PRIOR EMPLOYMENT AGREEMENT WITH THE CITY, OR FROM THE INITIAL TERM OR ANY RENEWAL TERM OF AN EMPLOYMENT AGREEMENT IF, DUE TO A DECLARED LOCAL EMERGENCY OR OTHER FORCE MAJEURE EVENT, THE CITY DOES NOT GRANT PERMISSION TO USE SUCH PAID ANNUAL LEAVE DURING AN ENTIRE CITY FISCAL YEAR DURING THE TERM OF ANY EMPLOYMENT AGREEMENT.
3. NOTWITHSTANDING THE LANGUAGE IN SECTION 3.10.030.B.2 TO THE CONTRARY, EMPLOYMENT AGREEMENT EMPLOYEES WORKING FOR THE CITY PURSUANT TO CITY FISCAL YEAR 2020 EMPLOYMENT AGREEMENTS THAT RECEIVED 15 DAYS OF PAID ANNUAL LEAVE PER CITY FISCAL YEAR UNDER THOSE EMPLOYMENT AGREEMENTS SHALL CONTINUE TO RECEIVE 15 DAYS OF PAID ANNUAL LEAVE PER CITY FISCAL YEAR FOR ANY FUTURE EMPLOYMENT AGREEMENTS AUTHORIZED PURSUANT TO THIS CHAPTER.”