



REVISED AGENDA
CHARTER REVIEW BOARD
CITY OF PORT ORANGE

Meeting Date: Monday, March 12, 2018

Time: 5:00 PM

Type of Meeting: Regular

Location: Council Chambers
City Hall, 1000 City Center Circle

A. CALL TO ORDER

1. Roll Call

B. DISCUSSION/ACTION

2. Consideration of Minutes - February 13, 2018
3. Contract Term for City Manager
4. Civil Service Process Discussion

C. PUBLIC COMMENTS

D. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE **CHARTER REVIEW BOARD** WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED. NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771. UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

CHARTER REVIEW BOARD MEETING MINUTES
CITY OF PORT ORANGE
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
FEBRUARY 13, 2018 AT 6:00 P.M.

A Regular Meeting of the Charter Review Board was called to order by Robin Fenwick, City Clerk at 6:03 p.m.

Present: Debbie Connors, Chairwoman
Newton White, Vice Chairman
Willie Scales
Wayne Wilcox

Absent: Stan Hetrick

Also Present: Margaret Roberts, City Attorney
Robin Fenwick, City Clerk

ELECTION OF CHAIR AND VICE CHAIR

Motion to nominate Debbie Connors as Chairwoman was made by Member Wilcox, and Seconded by Member Newton. Motion carried unanimously by voice vote.

Motion to nominate Newton White as Vice Chairman was made by Member Wilcox, and Seconded by Chairwoman Connors. Motion carried unanimously by voice vote.

DISCUSSION/ACTION

2. Duties and Responsibilities

Chairwoman Connors discussed the duties and responsibilities of the Charter Review Board. The Board needs to determine if there are any topics to be reviewed by the Board.

Member Wilcox would like to discuss the Civil Service process. Ms. Fenwick briefly explained the current process and all agreed to include the topic for further discussion by the Board.

Vice Chairman White suggested a discussion regarding the following topics:

Term of the City Manager

Chairwoman Connors doesn't agree with changing the Charter regarding the term of the City Manager. She believes the current format of an at-will position provides enough discretion to the Council should they decide to fire a City Manager. Vice Chairman White believes it will assist in guiding Council to make a motion relating to the retention of the City Manager. A discussion was held and the Board's consensus (3-1 with Chairwoman Connors descending) was to include the topic for further discussions. Margaret Roberts, City Attorney, will provide legal considerations regarding this topic.

Council approval of the hiring of Department Heads.

The Board did not agree to discuss this topic further. They are happy with the current process and believes it is in the best interest of the City.

District voting vs. city wide voting

The Board agreed to discuss this topic further.

The Board would like to meet monthly on Mondays at 5:00 p.m. beginning March 12, 2018 with the following items for the agenda: Civil Service process and the term of the City Manager's contract.

3. Charter Discussion

Discussion was held during item #2 above.

PUBLIC COMMENTS

There were none.

ADJOURNMENT - 6:47 pm

Debbie Connors, Chairwoman

Attest:

Robin Fenwick, CMC
City Clerk

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter the "Agreement") is made and entered into this 14th day of July, 2015, by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation (hereinafter the "Employer" or the "City"), and Michael H. Johansson (hereinafter the "Employee"), both of whom shall constitute the Parties and agree as follows:

Section 1: Term

This agreement shall remain in full force in effect for the employment commencing on August 15, 2015 until terminated by the Employer or Employee as provided in Section 11 of this Agreement subject to a voluntary resignation as provided in Section 13.

Section 2: Duties and Authority

Employer agrees to employ Michael H. Johansson as the City Manager to perform the functions and duties specified for the City Manager in the Charter of the City and its Code of Ordinances; and to perform other legally permissible and proper duties and functions as directed by the City Council.

Section 3: Compensation

Base Salary: Employer agrees to pay Employee weekly in the amount of Two Thousand Six Hundred Ninety-Two and 31/100 Dollars (\$ 2,692.31).

Section 4: General Business Expenses and Professional Development

A. Employer agrees to budget and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the state league of municipalities and such other travel as approved by the City Council.

B. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses and mileage expenses for business related travel over 30 miles at the State of Florida rate. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, or statements.

C. Employee may join the membership and attend annual and other conferences held by the following organizations: Florida League of Cities, Florida City County Managers Association and the International City Managers Association. The Employer shall provide the expenses for membership, conference registration and travel expenses as established in the annual budget.

D. Employee may subscribe to professional publications, including but not limited to "Government Executive". All subscriptions costs shall not exceed \$500.00 annually.

Section 5: Residency Requirements, Relocation Expenses, Interim Housing Supplement

A. The Employee shall establish a permanent residence within the corporate boundaries of the City of Port Orange on or before February 15, 2016. Thereafter the

Employee shall maintain a permanent residence within the corporate boundaries of the City of Port Orange during the term of this Agreement.

B. Employer shall pay a relocation allowance in the amount of \$11,000.00 to be used for expenses related to moving and re-establishing the Employee and his family from Norfolk, Virginia to the permanent residence within the City of Port Orange. Said relocation allowance has been determined based upon a written quote for moving expenses.

C. Employer shall pay Employee an interim housing supplement not to exceed \$9,000.00 to be allocated for up to six (6) months, unless expended earlier. The maximum monthly payment shall not exceed \$2,000.00. Employee shall provide Employer evidence of each monthly housing expenditure prior to the Employer's reimbursement.

Section 6: Vehicle Allowance

The Employer shall pay to Employee a vehicle allowance, during the term of this Agreement and in addition to other salary and benefits, in the monthly sum of Five Hundred and 00/100 Dollars (\$500.00) to be used toward the purchase, lease, or ownership of, and to operate and maintain a vehicle, including the cost of fuel. Employer shall review and consider adjustments to the vehicle allowance every 3 years upon the request of the Employee.

Section 7: Technology

The Employer shall provide Employee with a lap top computer or tablet, software, and cell phone required for the Employee to perform the job and to maintain mobile communication.

Section 8: Holidays, Vacations and Sick Leave Accruals

The City shall be closed seven days annually as prescribed in the adopted Civil Service Rules and Procedures, except for emergency. Upon execution of this Agreement by all parties, the Employee shall accrue thirty (30) leave days to be used for vacation. On each anniversary thereafter, Employee shall accrue fifteen (15) days to be used for vacation. Employee shall accrue sick leave each pay period at the same rate established for and applicable to civil service employees. The Employee accruals shall not be capped and the accruals shall be paid to Employee upon termination for each accrued hour in an amount equal to the Employee's hourly rate of pay at the time of termination.

Section 9: Deferred Compensation

Upon establishment of the Money Purchase Plan and Trust, the Employer shall contribute an amount equal to 10% of the Employee's weekly compensation as provided in Section 3 to the International City Managers Association – Retirement Corporation, and Employee plans to contribute at least an amount equal to 5% percent of the weekly compensation. Employee shall be eligible to participate in the Employer match for the Employee's voluntary contributions to the 457 plan as set forth in Section 54-48(c) of the City of Port Orange Code of Ordinances as attached hereto as Exhibit A and incorporated herein by reference.

Section 10: Other Benefits and Declined Benefits

- A. Employee shall be eligible for a single membership at the Port Orange YMCA at the Employer's expense, subject to taxation. Employer agrees to cooperate with Employee and the YMCA for enrolling family members at Employee's expense.
- B. Employee declines enrollment and shall not be insured for the following: health/medical, dental, life, accidental death and dismemberment insurance coverage.

Section 11: Termination

For the purpose of this agreement, termination shall occur when:

- A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
- B. If the Employer, citizens or legislature acts to amend any provisions of the charter, code of ordinances or other enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
- C. If the governing body offers to accept the resignation of the Employee, and the Employee resigns, then the Employee may declare a termination as of the date of the resignation.
- D. Breach of contract declared by either party with a thirty (30) day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20. Either party may declare a termination after the other party has failed to cure within the prescribed period.

Section 12: Severance

Severance shall be paid to the Employee in the amount equal to twenty (20) weeks of salary and benefits when employment is terminated as defined in Section 11, subject to the requirements of Section 215.425(4)(a), Florida Statutes (2015), attached hereto as Exhibit B and incorporated herein by reference.

Section 13: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of thirty (30) days' notice. The City, in its sole discretion, may shorten the minimum notice set forth in this paragraph, and shall continue the weekly compensation to the date set by Employer. Employee shall not receive severance in the event Employee voluntarily resigns.

Section 14: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business of the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 15: Performance Evaluation

Upon request, the Employer may review the performance of the Employee. Employer shall review performance on or about February 15, 2017 and at least annually

thereafter. The performance evaluation process, form, criteria and format shall be mutually agreed upon by the Employer and Employee.

Section 16: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. On or after February 15, 2017, the Employee may request the City Council to consider authorizing the Employee to engage in specified outside consulting or teaching opportunities that provide indirect benefits to the Employer and the community, with the understanding that such specified outside consulting or teaching opportunities shall be approved in advance by action of the City Council and shall not constitute interference with nor a conflict of interest with the duties as City Manager.

Section 17: Indemnification

Subject to the provisions of insurance defense coverage, and consistent with federal, state and local law, the City shall defend, save harmless and indemnify Employee acting within the scope of his employment, against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of authorized duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request Employer to provide independent legal representation at Employer's expense. Employer may not unreasonably withhold approval if the Employee has acted within the scope of employment. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee acting within the scope of his employment, against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available. Employee recognizes that Employer shall have right to compromise or settle any suit in which the City of Port Orange is a named party without the Employee's consent. In the event the Employee is a party to the suit individually and the Employee has acted outside the scope of his employment, then the City shall not be bound by this indemnification, and Employee shall reimburse City for the attorney fees for independent legal representation. Further, Employer agrees to pay all reasonable litigation expenses of Employee as indemnified herein throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 18: Bonding and Insurance

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance. Employee shall be provided coverage as a public official pursuant to the insurance policy as approved by the City Council.

Section 19: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Port Orange Charter or any other law.

Section 20: Notices

Notice pursuant to this Agreement shall be given by hand delivery, email or depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Allen Green, Mayor
Port Orange City Hall
1000 City Center Circle
Port Orange, Florida 32129

EMPLOYEE: Michael H. Johansson
1405 Buckingham Avenue
Norfolk, VA 23508
(410) 533-2234

Notice shall be deemed given as of the date of hand delivery, confirmed electronic transmission or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any other prior discussions or representations by or between the parties are rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

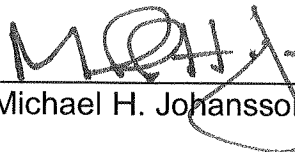
C. Effective Date. Notwithstanding the date of execution, the effective date of this Agreement shall be July 14, 2015.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full

force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

In Witness Hereof, the Parties have signed this Employment Agreement on the date and year set forth hereinafter.

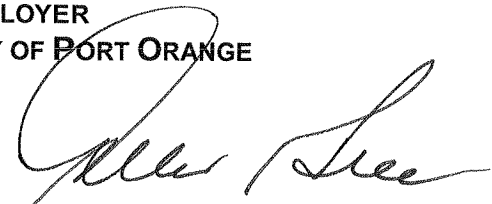
EMPLOYEE



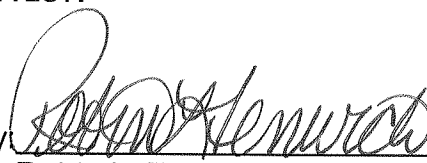
Michael H. Johansson

Date: July 14, 2015

**EMPLOYER
CITY OF PORT ORANGE**


By: _____
Allen Green, Mayor

ATTEST:


By: _____
Robin L. Fenwick, CMC, City Clerk

Date: 7/14/15

Exhibit A

Sec. 54-48. - Contributions.

- (a) City contributions. For each employee who is not represented by a collective bargaining unit, the city shall contribute to the trust fund an amount equal to ten percent of the earnings, as defined, paid during each pay period. For each employee who is represented by a collective bargaining unit which has an agreement in effect between such unit and the city and does not participate in another retirement plan, the city shall contribute to the trust fund an amount equal to ten percent of the earnings, as defined, paid during each pay period. Provided, however, that as of each September 30, the total amount of nonvested forfeiture of account balances attributable to terminations of employment during the year just ended shall be determined, and that amount shall be used as set forth in subsection 54-49(b)(3) to pay expenses and offset the city's contribution otherwise required during the next subsequent city fiscal year. For allocation purposes, such forfeitures used to offset city contributions shall be treated in the same manner as are city contributions actually made.
- (b) Voluntary member contributions (nonmatching). Each employee may select a contribution rate of up to ten percent to be applied for purposes of making member contributions. The rate selected shall be applied to the member's basic earnings and the resulting contributions shall be made through payroll deduction for each regular payroll period.

Voluntary member contributions shall be fully vested and nonforfeitable at all times and subject to immediate distribution in the event of a member's death, disability, retirement or other termination of employment.

At any time, but not more frequently than once a fiscal year, a member may elect to withdraw from his account an amount not exceeding the total of his voluntary contributions credited to such account at the time of such withdrawal.

If a member has received a withdrawal from his account in a fiscal year, such member may request a second withdrawal from his account in the same fiscal year, provided that the total amount withdrawn does not exceed the total of his voluntary contributions credited to such account, and provided further that the request for the second withdrawal is for the purpose of a financial hardship, defined as follows:

- (1) Medical expenses incurred by the member or his spouse, children or dependents; or
- (2) Purchase, excluding mortgage payments, of a principal residence for the member; or
- (3) Financial expenses for the member's spouse, children or dependents; or
- (4) Payment of tuition for the next semester or quarter of postsecondary education for the member or his spouse, children or dependents; or

- (5) Need to prevent eviction of the member from his principal residence or foreclosure on the mortgage of the member's principal residence.

The request for withdrawal based on financial hardship shall be presented in writing for the board's approval.

A member who makes a second withdrawal of all or any part of his voluntary contributions will be considered to have discontinued further voluntary contributions effective on the date of his withdrawal request. Such member cannot make voluntary contributions until October 1, January 1, April 1 or July 1 following one year from the date of the member's second withdrawal request.

As of October 1, January 1, April 1 and July 1, a member may select a new contribution rate subject to the general rules and procedures established by the board, provided such new election is in writing on forms prescribed by the board. Members may not make separate nonregular contributions to the system. If at any time a member should wish to cease making voluntary contributions, a written request must be presented for the board's approval.

- (c) Voluntary member contributions (matching). Each employee may select a contribution rate of up to six percent (in one-percent increments) to be applied for purposes of making member contributions which will receive a matching city contribution of one-half percent for each one percent elected by the member. The maximum city contribution will be three percent. Any amount contributed to this account by the member must be deducted from the amount elected under subsection (b) above such that the total voluntary member contributions under both subsections (b) and (c) cannot exceed ten percent of the member's gross pay.

Voluntary member contributions under the provisions of this section shall be fully vested and nonforfeitable at all times and subject to immediate distribution in the event of a member's death, disability, retirement or other termination of employment. Such contributions shall not be subject to withdrawal under any other conditions. Specifically, these funds are exempt from the withdrawal provisions of voluntary member contributions in subsection (b).

Contributions under the provisions of this section shall also apply to members who have elected to participate in the ICMA-RC 457 Plan as provided under subsection 54-47(d) and subsections 54-56(f) and (g). Members who elect this option for contributions, shall be required to comply with subsection 54-48(b) as for selection of new contribution rates the same as for all other members.

Exhibit B

(4)¹¹(a) On or after July 1, 2011, a unit of government that enters into a contract or employment agreement, or renewal or renegotiation of an existing contract or employment agreement, that contains a provision for severance pay with an officer, agent, employee, or contractor must include the following provisions in the contract:

1. A requirement that severance pay provided may not exceed an amount greater than 20 weeks of compensation.
2. A prohibition of provision of severance pay when the officer, agent, employee, or contractor has been fired for misconduct, as defined in s. 443.036(29), by the unit of government.

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

This Amendment No. 1 to Employment Agreement dated July 14, 2015 is made and entered into the day and year set forth hereafter, by and between the City of Port Orange, Florida, a chartered municipal corporation (hereinafter the "Employer" or the "City") and Michael H. Johansson (hereinafter the "Employee"), both of whom shall constitute the Parties and who agree as follows:

Whereas, the Parties desire to amend the Employment Agreement as set forth hereafter.

1. Section 1 of the Employment Agreement is hereby amended to read as follows:

This Agreement shall remain in full force and effect for the employment commencing on August 13, 2015 until terminated by the Employer or Employee as provided in Section 11 of this Agreement subject to a voluntary resignation as provided in Section 13.

2. Section 3 of the Employment Agreement is hereby amended to read as follows:

Base Salary: Employer agrees to pay Employee weekly in the amount of Two Thousand Six Hundred Ninety-Two and 31/100 Dollars (\$2,692.31), subject to withholding and payroll tax deductions. The first partial week of employment shall be prorated in the amount of (\$1,615.39). Employee has agreed to attend the Florida League of Cities Conference commencing on August 13-15, 2015 in Orlando, Florida and the three (3) days of conference attendance shall be treated as workdays.

3. All other terms and provisions of the Employment Agreement shall remain in full force and effect, except as modified herein.

In Witness hereof the Parties have executed this Amendment No. 1 to Employment Agreement.

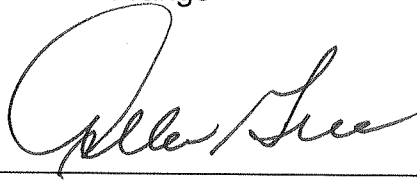
Employee



Michael H. Johansson

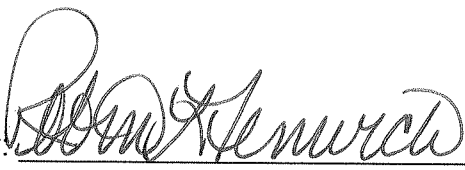
Date: 8.18.2015

Employer
City of Port Orange

By: 
Allen Green, Mayor

Date: 8/4/15

Attest:

By: 
Robin L. Fenwick, CMC, City Clerk

Sec. 54-26. - System established.

It is the intent of this article to establish, and there is hereby established in the city, a civil service system for personnel administration as provided in this article. The purpose and objective of the civil service system is as expressed in section 4.06 of the charter of the city.

(Code 1981, § 15-1)

Sec. 54-27. - Civil service board—Organization and procedure.

- (a) *Composition and qualification.* The city council shall appoint a three-member civil service board (the "board"). Each member of the board (the "member") shall be a qualified elector residing in the city. Members shall not hold any elective public office. Members shall not be employees of the city. Members may serve on other advisory boards of the city.
- (b) *Term.* Members of the board shall be appointed for three-year terms. The initial appointments to the board shall be for terms expiring on May 16, 1984, May 16, 1985, and May 16, 1986. Thereafter all appointments shall be made for a term of three years. Members may be reappointed from term to term by the city council.
- (c) *Vacancies.* Any member who is no longer a qualified elector residing in the city or who fails to attend two successive meetings without good cause shall immediately forfeit his appointment and the city council may determine a vacancy to exist, which shall be promptly filled by the city council. A member of the board may be removed from the board by the city council for cause upon written charges and after a public hearing before the city council. Appointments to fill any vacancy shall be for the remainder of the unexpired term of the former member.
- (d) *Rules of order and procedure, minutes, clerical assistance.* Subject to the approval of the board, the city manager shall prepare and submit such meeting rules and procedures as may be desirable and necessary to promote and effect the purposes, objectives and business of the board in an orderly, timely and productive manner. Minutes and records shall be maintained of all meetings and proceedings of the board. The city manager shall provide clerical and administrative assistance and personnel as may be reasonably required by the board for the proper performance of its duties.

(Code 1981, § 15-2)

Sec. 54-28. - Same—Duties and functions; appeals.

- (a) The civil service board shall review appeals brought by any employee covered by this article who has completed his probationary period, if any, and who has the right of appeal to the board under this article.
- (b) The board shall hear appeals regarding disciplinary action resulting in dismissals, suspension without pay for three days or more, or demotion resulting in more than a ten percent loss of base pay.
- (c) Upon conclusion of any hearing hereunder, the board shall, within five days, render its written advisory opinion to the city manager regarding what the board deems should be the final action to be taken by the city manager in the case. Upon receipt of the board's advisory opinion, the city manager shall forthwith make a final determination in the case and the employee shall have no further right of administrative appeal.

(Code 1981, § 15-3)

Sec. 54-29. - Civil service rules and regulations generally.

- (a) The city manager shall promulgate and administer rules and regulations for personnel administration in the manner provided in this article. Such rules and regulations should provide for:
- (1) Selection procedures.
 - (2) Appointment procedures.
 - (3) Advancement procedures.
 - (4) Demotion procedures.
 - (5) Suspension procedures.
 - (6) Layoff procedures.
 - (7) Transfer procedures.
 - (8) Removal or termination procedures.
 - (9) Discipline and grievance procedures, including appeals to a higher administrative authority and to the civil service board as provided in this article.
 - (10) Position classification and pay plan.
 - (11) Probationary service.
 - (12) Performance evaluation plan.
 - (13) Attendance.
 - (14) Standard work week.
 - (15) Scheduled work week.
 - (16) Overtime.
 - (17) Compensation for overtime.
 - (18) Holidays.
 - (19) Annual leave.
 - (20) Sick leave.
 - (21) Civil leave.
 - (22) Educational leave.
 - (23) Leave of absence without pay.
 - (24) Absence without leave.
 - (25) Disability leave.

and such other general personnel policies as will effectuate the intent of this article.

- (b) Rules and regulations, or amendments thereto, to be adopted pursuant to this article shall, except in the case of emergencies, be submitted to the city council for review at least 15 days prior to the implementation thereof. No formal action will be required by the city council prior to the implementation of rules and regulations hereunder. The city council may make such comments or suggestions regarding the proposed rules and regulations in a manner consistent with the provisions of the city charter or other ordinances regarding the respective powers and duties of the city council and city manager. In case of emergency, the city manager may immediately implement any rule and regulation and forthwith provide a copy of same to the city council with a written transmittal explaining the emergency.
- (c) This article shall not restrict the city manager from establishing and rescinding, at his discretion, such management and administrative policies, guidelines, criteria, regulations and procedures as are necessary or desirable to effect his management responsibility for efficient and effective personnel

administration so long as these are not inconsistent with this article or the city charter. All such management policies and procedures should be in written form.

(Code 1981, § 15-4)

Sec. 54-30. - Applicability.

- (a) State law provides public employees with the right to collectively bargain with a public employer in the determination of the terms and conditions of their employment, including matters encompassed in this article. In recognition of these rights, the provisions of this article shall not apply to city employees who are represented by or are part of a collective bargaining unit except to the extent that such applicability may be mandated by state law and all city employees may pursue disciplinary appeals and civil service grievances as provided in this article or rules and regulations adopted pursuant hereto.
- (b) All full-time city employees who are not represented by or are not part of a collective bargaining unit, except for department heads (as designated in the administrative code), shall be subject to the requirements of and shall be entitled to the rights, benefits and protections of this article and the rules and regulations adopted pursuant hereto.
- (c) This article shall not abrogate the terms of any existing or subsequently enacted collective bargaining agreement nor deprive any employee of any rights or benefits contained therein. It is intended, however, that all collective bargaining agreements which become effective after September 30, 1983, will address and provide for any benefits or protections previously covered by a civil service ordinance, express or implied.

(Code 1981, § 15-5)

Secs. 54-31—54-45. - Reserved.

ARTICLE III. - GENERAL EMPLOYEES' RETIREMENT SYSTEM