

# Memo



**To:** Advisory Board of Directors

**From:** Mike Blondino, District Administrator  
Ingrid S. Penney, Administrative Services Manager

**Date:** March 21, 2024

**Subject:** Proposed Personnel Policy Update – Section 19 Compensation

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***Background and Introduction:***

The purpose of this memo is to request approval for an update to the District's Personnel Policy, Section 19 Compensation. The last update to this section was made in May 2012. Due to a current staffing issue, management recommends a change to allow for a temporary increase in pay when an employee is assigned to work out of class.

The existing policy addresses out of class compensation when an employee assumes substantially the full range of duties and responsibilities of a higher-level position; however, there is not provision for when an employee is temporarily assigned to a partial list of duties normally required of a higher-level position.

***Discussion:***

There are times when positions are vacant, or an employee is out on authorized leave. When this occurs, the duties of the vacant position must be assigned to other staff to fulfill. In these types of circumstances, the County of Sacramento follows the below criteria for Out of Class Pay:

- The position to which the employee is temporarily assigned must be vacant or the incumbent must be absent from duty.
- The higher class to which the employee is assigned must have a salary range at least 5% higher than the salary range of the employee's class who is being temporarily assigned.
- The assignment shall be made by the appointing authority in writing formally specifying the period of the temporary assignment.

- The differential shall be five percent.
- The five percent differential shall cease when any of the following occur:
  - a) The absent incumbent returns to duty, or
  - b) The vacant position is filled, or
  - c) The assignment is terminated by the appointing authority.
- No temporary assignment under these provisions shall continue nor is any compensation authorized in excess of 5 months and 29 calendar days.

Staff has drafted a policy revision using the County's criteria. (See attached – red text) Management supports a pay differential for an employee being assigned to work out of class following the above criteria. Normally, Staff would meet with the Personnel Committee prior to making a recommendation to the Advisory Board. We chose this alternative because the policy is straight forward and equitable, adopted and in use at County, and we were concerned about any potential delay.

***Financial Analysis:***

When an employee is out on authorized leave, the district incurs reduced salary and benefit costs for the employee on leave. The hourly increase for a five percent differential for pay and benefits will be different for each position and will always result in net savings for the district.

For example, an hourly increase for a five percent differential in a position may be \$1.26/hour; total with benefits \$1.76/hour. The total increase for this position would be \$1,408 for a fiscal year. This increase is offset by potential savings up to \$23,816 of salary and benefits while the incumbent employee is on leave for the same period.

***RECOMMENDATION:***

Staff recommends this proposed policy revision to Section 19 Compensation as pertains to the Out of Class Pay, retroactive to January 1, 2024, as presented; delegation authority to the District Administrator.

**Carmichael Recreation & Park District  
PERSONNEL POLICY**

**Section 19 COMPENSATION**

This policy shall apply to all District employees.

**Compensation at Hiring**

**New Employees:** All newly appointed employees shall be typically paid at the first step of the salary range for the position to which the employee is appointed, except as provided elsewhere herein. A salary may be negotiated up to but not including the fifth step/E Step on the Salary Schedule for a highly qualified newly appointed employee.

**Former Employees:** A person who previously held a full time position from which the person was separated in good standing may, when re-employed in a position with the same or lower pay rate than held at separation, be appointed at the same salary rate which was paid at the effective date of the person's termination, or the nearest lower applicable step for the range to which the person is appointed, provided such re-employment occurs within twelve (12) months from the date of said termination.

**Merit Advancement Within Range**

**Performance Evaluation Required:** The District Administrator or designee shall authorize a merit advancement of one step within the salary range only after evaluating the employee's performance and determining that it is satisfactory. This determination shall be noted on a performance evaluation form to be placed in the employee's file, with a copy given to the employee. Advancements beyond a normal step or promotional step increase shall be subject to review, and authorized by the Advisory Board of Directors.

**Period of Employment Required for Merit Advancement:** Unless otherwise specified herein, each employee shall, in addition to receiving a satisfactory performance evaluation, complete the following required time of employment to be eligible to receive a merit increase:

1. **Probation: New Employees:** All new regular full-time and part-time employees shall be subject to a probationary period for one year. An employee may be terminated at any time during the probationary period without cause. If at the end of the probationary period it is determined to place an employee on "regular full-time" or "regular part-time" status, an evaluation shall be completed and a merit

step increase awarded effective after one year of service. That date shall then become the employee's "anniversary" date for future evaluations and merit increases.

2. Probation After Promotion: All new regular full-time and part-time employees promoted to a new position shall be subject to a probationary period for one year. An employee may be terminated at any time during the probationary period without cause. However, the employee will have return rights to their last regular position. If at the end of the probationary period it is determined to place an employee on "regular full-time" or "regular part-time" at the promoted level, an evaluation shall be completed and a merit step increase awarded effective after one year of service. That date shall then become the employee's "anniversary" date for future evaluations and merit increases.
3. Promotion or Demotion: An employee who is promoted or demoted to a position at a lower salary range shall have no change in merit advancement date.
4. Voluntary Demotion: An employee who voluntarily demotes to a position at a lower salary range shall have no change in merit advancement date.
5. Change in Range Allocation: If the salary range for an employee's position is changed, the employee's merit advancement date shall not change.
6. Position Reclassification: An employee whose position is reclassified to a position having the same or lower salary range shall have no change in merit advancement date. An employee whose position is reclassified to a position having a higher salary range shall have a new merit advancement date which is one (1) year following the effective date of the position reclassification.
7. Non-Merit Step Adjustments: An employee whose salary step is adjusted to a higher step for reasons other than regular merit advancement shall have a new merit advancement date effective one (1) year from the date of said adjustment.

Effective Date: An employee's merit increase shall take place on the anniversary date in which his/her merit advancement date falls. The District Administrator may delay authorizing the merit advancement up to ninety (90) days beyond the employee's merit advancement date without affecting the normal merit advancement date. In case of such a delay, the employee's merit advancement shall be effective the first day of the pay period following the District Administrator's authorization.

## Promotion

Employees promoted to a position with a higher salary range may be paid either at the minimum rate of the new range or at the nearest higher rate that the employee would otherwise be entitled to on the date the promotion is effective, whichever is greater, provided that an employee promoted to a salary range in excess of one (1) range above his/her former range shall receive no less than one (1) range increase, at the same step, in rate.

## Longevity

The District Pay Rate Schedule includes longevity pay for time in service at 10, 15, 20, and 25 years.

Pay increases for employees will follow their annual performance review according to the Pay Rate Schedule consistent with the compensation policy.

The District will continue to provide training and give preferential consideration for promotional opportunities.

## Out of Class Pay

An employee may be temporarily assigned to work in a higher classification when the incumbent is absent from duty, or the position is vacant. The employee shall be paid a five percent differential only if the following conditions are met:

- a. The higher class to which the employee is assigned must have a salary range at least 5% higher than the salary range of the employee's class who is being temporarily assigned.
- b. The assignment shall be made by the appointing authority in writing formally specifying the period of the temporary assignment.

The five percent differential shall cease when any of the following occurs:

- a. The absent incumbent returns to duty, or
- b. The vacant position is filled, or
- c. The assignment is terminated by the appointing authority.

No temporary assignment under these provisions shall continue nor is any compensation authorized in excess of 5 months and 29 calendar days.

An employee who is temporarily directed by ~~his/her supervisor~~ **the appointing authority** in writing and approved by the Advisory Board to serve in a regular higher position will be compensated at a higher rate of pay in accordance the following:

1. To be eligible for the additional compensation, the employee must first work six months in the higher class within any 12 month period.
2. To qualify for out-of-class pay, an employee must be assuming substantially the full range of duties and responsibilities of the higher level position.
3. An employee who has qualified under these provisions will be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class. In the event of overlapping salary ranges, a one-step differential shall be paid for out-of-class assignments.
4. When a regular full or part time employee is temporarily required to work in a classification lower than his/her regular classification, his/her rate of pay shall not be reduced.