

ANALYSIS

This ordinance amends Title 5 – Personnel and Title 6 – Salaries of the Los Angeles County Code by:

- Amending Sections 5.23.020, 5.25.020, 5.26.020, 5.27.020, 5.28.020, 6.18.020, and 6.28.050-25 and various sections of Chapter 6.04 to align with baseline eHR functionality and/or to delete obsolete compensation provisions;
- Amending Sections 6.04.010, 6.04.040, 6.08.160, 6.09.060, and 6.20.050 to clarify existing compensation provisions;
- Amending Sections 6.08.120 and 6.08.270 to correct minor errors; and
- Adding Section 6.04.047 to define Leave Progression.

MARY C. WICKHAM
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By:



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RDB:mst

Requested: 11/30/15
Revised: 12/22/15

ORDINANCE NO. _____

An ordinance amending Title 5 – Personnel and Title 6 – Salaries of the Los Angeles County Code relating to the implementation of the Advantage human resources management system and the correction of minor technical errors relating to the compensation of County positions.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 5.23.020 (The County of Los Angeles Deferred Earnings Plan – Definitions – Generally) is hereby amended to read as follows:

5.23.020 Definitions – Generally.

A. The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

1. "Accounts" means a Participant's Tax Deferred Contributions Account and Matching Contributions Account as specified in Section 5.23.060B.

...

8. "Compensation" means base rate, as established in Title 6 of the Los Angeles County Code, as amended, plus any monthly bonus established as a designated ~~number of schedules~~ percentage of the base rate in the Level Percentage Conversion Table contained in such Title 6 and any lump sum payment made upon termination pursuant to Section 5.20.070 or Section 6.18.070 of the Los Angeles County Code. Compensation shall not include any of the following:

a. Overtime compensation;

(1) Any lump sum pay off or reimbursement for unused accumulated overtime, holiday time, or sick leave benefits except as specified above;

(2) Compensation pursuant to Section 6.16.010 of the Los Angeles County Code;

b. Any hourly bonus;

(1) Any monthly bonus established as a flat dollar amount or as a percentage of base rate.

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SECTION 2. Section 5.25.020 (County of Los Angeles Deferred Compensation and Thrift Plan – Definitions) is hereby amended to read as follows:

5.25.020 Definitions.

The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

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L. "Compensation" means base rate, as established in Title 6 of the Los Angeles County Code, as amended, plus any monthly bonus established as a designated number of schedules and/or levels in the Standardized Salary Schedule percentage of the base rate in the Level Percentage Conversion Table contained in such Title 6. Compensation shall not include any of the following:

1. Overtime compensation;

2. Any lump-sum payoff or reimbursement for unused accumulated overtime, vacation, holiday time, or sick leave benefits;

3. Compensation pursuant to Section 6.16.010 of the Los Angeles County Code;
4. Any hourly bonus;
5. Any monthly bonus established as a flat dollar amount or as a percentage of base rate;
6. Except as provided in Section 5.25.055, any Settlement Award (as defined in Section 5.25.055).

Effective beginning on and after April 1, 2010, or such later date as may be determined by the Chief Administrative Officer when the human resources management system reflecting this provision is implemented, each reference to "monthly bonus" in this Section 5.25.020.L shall be deemed to be a reference to "payroll period bonus."

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SECTION 3. Section 5.26.020 (The County of Los Angeles Savings Plan – General Provisions – Definitions) is hereby amended to read as follows:

5.26.020 Definitions.

The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

...

13. a. "Compensation" means base rate, as established in Title 6 of the Los Angeles County Code, as amended, plus:

- (1) Any monthly bonus established as a designated ~~number of~~ percentage of the base ~~schedules and/or levels in the Standardized Salary Schedule~~

rate in the Level Percentage Conversion Table contained in such Title 6 or established as a percentage of base rate pursuant to Parts 2 or 3 of Chapter 6.08 of such Title 6;

(2) The monthly amounts provided by Sections 5.12.200, 5.27.240A, 5.28.240A, 5.40.460 and 5.40.465;

(3) Any lump-sum payment made upon termination pursuant to Section 5.20.070 or 6.18.070 of the Los Angeles County Code.

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SECTION 4. Section 5.27.020 (County of Los Angeles Flexible Benefit Plan – General Provisions – Definitions) is hereby amended to read as follows:

5.27.020 Definitions.

The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

"Benefit" means cash and/or one or more Nontaxable Benefits or Taxable Benefits.

...

E. "Compensation" means base rate, as established in Title 6 of the Los Angeles County Code, as amended, plus any monthly bonus established as a designated number of schedules and/or levels in the ~~Standardized Salary Schedule~~ percentage of the base rate in the Level Percentage Conversion Table contained in such Title 6 or established as a percentage of base rate pursuant to Part 3 of Chapter 6.08, Management Appraisal and Performance Plan, of Title 6. Compensation shall not include any of the following:

1. Overtime compensation;

2. Any lump-sum payoff or reimbursement for unused, accumulated overtime, vacation, holiday time, or sick leave benefits;
3. Compensation pursuant to Section 6.16.010 of the Los Angeles County Code;
4. Any hourly bonus;
5. Any monthly bonus established as a flat dollar amount or as a percentage of base rate except that compensation shall include any monthly bonus paid as a percentage of base rate for employees compensated pursuant to Part 3 of Chapter 6.08 entitled Management Appraisal and Performance Plan of the Los Angeles County Code.

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SECTION 5. Section 5.28.020 (County of Los Angeles Nonpensionable Flexible Benefit Plan – General Provisions – Definitions) is hereby amended to read as follows:

5.28.020 Definitions.

The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

- A. "Benefit" means cash or one or more Nontaxable Benefits.

...

- E. "Compensation" means base rate, as established in Title 6 of the Los Angeles County Code, as amended, plus any monthly bonus established as a designated number of schedules and/or levels in the Standardized Salary Schedule percentage of the base rate in the Level Percentage Conversion Table contained in

such Title 6 or established as a percentage of base rate pursuant to Part 3 of Chapter 6.08, Management Appraisal and Performance Plan, of Title 6. Compensation shall not include any of the following:

1. Overtime compensation;
2. Any lump-sum payoff or reimbursement for unused, accumulated overtime, vacation, holiday time, or sick leave benefits;
3. Compensation pursuant to Section 6.16.010 of the Los Angeles County Code;
4. Any hourly bonus;
5. Any monthly bonus established as a flat dollar amount or as a percentage of base rate except that compensation shall include any monthly bonus paid as a percentage of base rate for employees compensated pursuant to Part 3 of Chapter 6.08 entitled Management Appraisal and Performance Plan of the Los Angeles County Code.

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SECTION 6. Chapter 6.04 (Salaries – General Provisions – Definitions) is hereby amended to read as follows:

Chapter 6.04

DEFINITIONS

Sections:

6.04.005 Use of Definitions.

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6.04.047 Leave Progression.

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SECTION 7. Section 6.04.010 (Salaries - Definitions - Active sService) is hereby amended to read as follows:

6.04.010 Active sService.

"Active sService" means time spent on active on-the-job performance of the duties of a position, and on any authorized paid leaves of absence. Active Service does not include paid overtime hours, authorized or unauthorized absence without pay hours, and regular days off.

SECTION 8. Section 6.04.040 (Salaries – Definitions – Continuous service) is hereby amended to read as follows:

6.04.040 Continuous sService.

A. "Continuous sService" means:

1. For positions compensated on a monthly or annual basis: service during the regular hours or shifts of the position in which the person is employed;

2. For positions compensated on a daily or hourly basis: ~~services-~~
~~service~~ of at least ~~an average of 20 days or~~ 160 hours during each of six consecutive
calendar months;

3. For certain positions in the probation department assigned to
forestry and probation camps: 52 or more on-duty periods of 56 hours each during
12 consecutive months.

B. The following shall not be considered an interruption of eContinuous
sService:

1. Paid sick leave;

~~2. Paid vacation;~~

~~3.2.~~ Approved leaves of absence;

~~4.3.~~ Absences not exceeding:

a. Three consecutive working days,

b. Two on-duty shifts;

~~5.4.~~ Reentering eCounty service within three working days after
termination;

~~6.5.~~ Reemployment pursuant to the Charter and/or statutes following a
resignation to serve in the armed forces.

C. Effective with the pay period ending April 15, 2012, all references to
"Continuous Service" solely for the purpose of leave benefits accruals shall be replaced
by and construed to be the same as "Leave Progression."

SECTION 9. Section 6.04.047 (Salaries – Definitions – Leave Progression) is hereby added to read as follows:

6.04.047 Leave Progression.

A. Effective with the pay period ending April 15, 2012, "Leave progression" means the length of eCounty service credited for the purposes of leave benefit accrual.

1. Leave progression is calculated using the difference between the current date and the leave progression start date as defined below in subsection B.

2. The following shall not be considered an interruption of Leave progression:

- a. Paid leave;
- b. Approved leaves of absence;
- c. Absences not exceeding:
 - i. Three consecutive working days,
 - ii. Two on-duty shifts;
- d. Re-entering eCounty service within three working days after termination;
- e. Reemployment pursuant to the Charter and/or statutes following a resignation to serve in the armed forces.

B. Effective with the pay period ending April 15, 2012, "Leave progression start date" is the same date as the original job appointment date and may change if any one of the following occurs:

- 1. Reemployment from a layoff list; or

2. Job change from Daily or Hourly to a Monthly position.

SECTION 10. Section 6.08.120 (Salaries – Step placement upon restoration) is hereby amended to read as follows:

6.08.120 Step Placement Upon Restoration.

A. Except as provided in subsection C of this Section, when an employee is restored, pursuant to Civil Service Rules, to a higher-level position, he shall receive the compensation which is the higher of the following:

1. The salary step he previously earned while holding said position if he is being restored to a higher-level position previously held by him, or the salary step he previously earned in any higher-level position from which his change of classification or demotion to the position to which he is being restored would have been authorized by the Civil Service Rules; or

2. If at least one year has elapsed since he last held status on any higher-level position described in subsection A.1 above, the salary step rate that he would have received had he been appointed from a lower-level item to a higher-level item as provided for in Section 6.08.090; or

3. If the employee previously held a position higher in level than the position to which he is being restored and if his restoration to said higher-level position would also be authorized by the Civil Service Rules, the salary step to which he would be entitled if he were in fact restored to said higher-level position pursuant to paragraph 1 or 2 above, whichever is applicable and subsequently voluntarily demoted to the position to which he is being restored.

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C. Restoration Following an Interruption of Continuous Service.

1. When an employee is restored, pursuant to the Civil Service Rules, following an interruption of continuous service, as defined in paragraph 2 below, he shall be placed at the first step of the salary range, provided that his restoration is authorized solely on account of his employment prior to said interruption. In all other cases, step placement upon restoration shall be determined in accordance with subsections A and B of this ~~s~~Section.

...

4. Notwithstanding any other provision of this subsection C when a person is restored, pursuant to the Civil Service Rules, to a position last held prior to a layoff, as defined in Civil Service Rule ~~20~~19, his salary step placement shall be determined in accordance with the subsections A and B of this ~~s~~Section.

SECTION 11. Section 6.08.160 (Salaries – Step Placement – Recurrent employees) is hereby amended to read as follows:

6.08.160 Step ~~p~~Placement - Recurrent ~~e~~Employees.

A. Any eligible person holding a recurrent position shall be entitled to step advances after completion of periods of ~~200 days~~1600 hours of ~~a~~Active ~~s~~Service rendered in consecutive calendar years except as provided below.

B. No more than one step advance shall be granted in one year except advancement shall be made to the second step of the salary range upon completion of

~~100 days 800 hours of a~~Active ~~s~~Service for those positions compensated as prescribed in ~~paragraph~~subsection C of Section 6.08.010.

...

F. Any eligible person holding a recurrent position compensated at or below the minimum salary schedules indicated in Section 6.10.010, subsection C shall be advanced to the second step of the salary range after six months of continuous service and upon completion of ~~100 days 800 hours of active service (800 hours)~~. Step advances thereafter shall be as otherwise provided.

G. Any hours accrued by the eligible person holding a recurrent position in a 12-month period in excess of the 1600-hour threshold shall not be carried over to the next year to fulfill the step advancement requirements as described in Section 6.08.160, subsection A.

SECTION 12. Section 6.08.270 (Physician Pay Plan – Date of step advances and credits) is hereby amended to read as follows:

6.08.270 Date of ~~s~~Step ~~a~~Advances and ~~e~~Credits.

A. Step Advance Anniversary Date. A step advance anniversary date shall be the date that an employee, paid pursuant to this Part 2 of Chapter 6.08, last received a step advance.

When a person's date for step advancement based on experience as described herein is between the first and the 15th of the month, such step advancement shall be made on the first day of that month, and if the date for said step advancement

is between the 16th and the end of the month, such step advancement shall be made on the first of the following month.

B. Special Credit Date.

1. When a person is to receive a credit for any reason described in Section 6.08.250, such credit shall be effective on the first of the month if eligibility for such credit is between the first and the 15th of the month, and shall be effective on the first of the following month if eligibility for such credit is between the 16th and the end of the month.

2. Effective with the pay period ending April 15, 2012, and upon notification to the ~~b~~Board of ~~e~~Supervisors by the ~~e~~Chief ~~e~~Executive ~~o~~Officer that the human resources management system implementing this provision is fully operational, credit for any reason as described in Section ~~6.08.450~~ 6.08.250 shall be effective on the actual date of eligibility. Persons with special credit dates set according to the rules in effect prior to the 2012 system implementation shall retain those dates for their respective positions.

SECTION 13. Section 6.09.060 (Salaried Employment – Paid leaves of absence) is hereby amended to read as follows:

6.09.060 Paid leaves of absence.

A. Accumulation of Paid Leave Benefits. All accrued benefits provided in Chapters 5.27, 5.28, 6.18, and 6.20 of Titles 5 and 6 of the Los Angeles County Code shall be accumulated and made available for use by the employee in Full-Day increments. The number of Full-Day vacation, annual leave, or full-pay sick leave

increments used by an employee shall be determined by applying the number of vacation, full-pay sick leave or annual leave hours accrued pursuant to Chapters 5.27, 5.28, 6.18 or 6.20 to the employee's regular Work Schedule during the period of vacation, sick leave or annual leave.

B. Use of Paid Leave Benefits. An employee may use paid leave as follows:

1. Vacation. The accrued vacation benefit provided in Chapter 6.18 of Title 6 of the Los Angeles County Code shall be reduced by one Full Day for each Full Day of vacation taken by a Salaried Employee eligible for such benefit.

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3. Part-Pay Sick Leave.

a. The part-pay sick leave benefit provided in Section 6.20.040 of Title 6 of the Los Angeles County Code shall be reduced by one calendar day for each calendar day of part-pay sick leave taken by a Salaried Employee eligible for such benefit. Effective beginning on and after April 1, 2010, or such later date as may be determined by the Chief Administrative Executive Officer when the human resources management system reflecting this provision is implemented, the part-pay sick leave benefit provided in Section 6.20.040 of this Code shall be reduced by one workday for each workday of part-pay sick leave taken by a Salaried Employee eligible for such benefit in accordance with CEO instructions.

b. In accordance with Section 6.20.050, subsection C, once such leave is elected, it must be used until exhausted for continuous absence due to

sickness or injury. Retroactive adjustments to previously used part-pay sick leave in order to accrue full-pay leave benefits are prohibited.

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6. Less than Full Day Absences under The Family and Medical Leave Act. A Salaried Employee may elect to use accrued paid leave benefits provided in Chapters 5.27, 5.28, 6.18, 6.20 of Titles 5 and 6 of the Los Angeles County Code and accrued compensatory time off in less than Full Day increments in accordance with Section 6.09.030B.2 to cover less than Full Day absences where such absences are taken in accordance with The Family and Medical Leave Act regulations. Usage of such paid leave is subject to all the conditions that apply to the use of such accrued leave benefits.

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SECTION 14. Section 6.18.020 (Vacations – Definitions) is hereby amended to read as follows:

6.18.020 Definitions.

The following terms, when used in this Chapter 6.18 with initial capital letters, shall have the following meanings, unless the context clearly indicates otherwise:

A. "Current Vacation" means that vacation time which has been earned and accrued in the current calendar year.

B. "Deferred Vacation" means that vacation time which was earned and accrued during the preceding or earlier calendar year.

C. Effective with the pay period ending April 15, 2012, "Vacation" means the vacation time earned and accrued in both the current and prior calendar years. As such, all references to "Current Vacation" and "Deferred Vacation" shall be replaced by and be construed to be the same as "Vacation."

~~C.~~D. "Vacation Accrual Rate" means the rate which is applied to each Qualifying Hour to determine the number of vacation leave hours earned.

~~D.~~E. "Vacation Anniversary Date" means the date, established for purposes of Section 6.18.065, which has been determined as follows: where an employee's date of employment is on or before the fifteenth of a month, his/her Vacation Anniversary Date shall be the first day of the month; where the employee's date of employment is on or after the sixteenth of the month, his/her Vacation Anniversary Date shall be the first day of the following month. Effective with the pay period ending April 15, 2012, an employee's Vacation Anniversary Date shall be the anniversary of the employee's Leave Progression start date.

~~E.~~F. "Vacation Maximum Hours" means the maximum number of vacation leave hours that can be earned and accrued each calendar year.

~~F.~~G. "Vacation Pay Period Rate," effective with the pay period ending April 15, 2012, and upon notification to the ~~b~~Board of ~~s~~Supervisors by the ~~e~~Chief ~~e~~Executive ~~e~~Officer that the human resources management system implementing this provision is fully operational, means the maximum number of vacation leave hours and minutes an employee is entitled to each pay period apportioned according to the number of Qualifying Hours.

~~G-H.~~ "Vacation Years of Service" means the number of years of eCounty service that an employee has acquired for vacation accrual purposes. ~~For permanent employees, Vacation Years of Service are determined by taking the difference between the employee's continuous service date and the current date and then rounding down to the nearest full year. Effective with the pay period ending April 15, 2012, the Vacation Years of Service are determined by taking the difference between the employee's Leave Progression start date and the current date and then rounding down to the nearest full year.~~ ~~For recurrent and temporary employees, the Vacation Years of Service are determined by taking the difference between the latest hire date and the current date and rounding down to the nearest full year.~~

SECTION 15. Section 6.20.050 (Leave of Absence – Sick Leave – Limitations) is hereby amended to read as follows:

6.20.050 Sick Leave – Limitations.

A. When an employee has exhausted all sick leave benefits to which he may be entitled under Sections 6.20.010 through 6.20.040, and in the event that he does not return to work, he shall not be entitled to additional sick leave benefits except as may be provided in Section 6.20.060.

...

C. A person who is compelled to be absent because of sickness or injury, or for non-emergency medical or dental care, may elect to take time off on vacation, or compensatory time for overtime or holidays worked rather than sick leave, except that a person on part-pay sick leave must remain on such leave until it is exhausted, and may

not elect any other types of leave unless authorized by his department head.

Retroactive adjustments to previously used part-pay sick leave in order to accrue full-pay leave benefits are prohibited.

...

SECTION 16. Section 6.28.050-25 (Notes to Section 6.28.050) is hereby amended to read as follows:

6.28.050-25 Notes to Section 6.28.050.

NOTE 1. Notwithstanding any other provision of this Title 6, the minimum hourly rate for this position shall be that specified herein, or the current Federal Minimum Wage hourly rate, the current State Minimum Wage hourly rate, or the current Los Angeles County Minimum Wage hourly rate, whichever is greatest.

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NOTE M. Notwithstanding any other provision of this Title 6, persons employed in this position shall be compensated on a seven-step salary range; the sixth step being the fifth step of the salary schedule which is one standard salary schedule above the indicated salary range, and the seventh step being the fifth step of the salary schedule which is two standard salary schedules above the indicated salary range. Advancement to the sixth and seventh steps shall be granted upon completion of 12 months of service at each of the previous steps, except in cases of promotion where initial appointment is to the fifth or sixth step and results in less than a 5.6468 percent increase in pay. In such cases, advancement to the next step shall be granted upon completion of six months of service at the previous step. Step advances thereafter shall

be as otherwise provided in Section 6.08.090. The rate or rates established by this provision constitute a base rate.

NOTE MA. Notwithstanding any other provision of this Title 6, persons employed in this position shall be compensated on a three-step salary range; the first step being Step 1 of the indicated salary range, the second step being Step 1 of the salary schedule which is one standard salary schedule above the indicated salary range; and the third step being Step 1 of the salary schedule which is two standard salary schedules above the indicated salary range. Advancement to the second and third steps shall be granted upon completion of 12 months of service at each of the previous steps, except in cases of promotion where initial appointment is to the first or second step and results in less than a 5.6468 percent increase in pay. In such cases, advancement to the next step shall be granted upon completion of six months of service at the previous step. Step advances thereafter shall be as otherwise provided in Section 6.08.090. The rate or rates established by this provision constitute a base rate.

NOTE MH. Notwithstanding any other provision of this Title 6, persons employed in this position shall be compensated on a three-step salary range; the first step being Step 3 of indicated salary range; the second step being Step 3 of the salary schedule which is one standard salary schedule above the indicated salary range; and the third step being Step 3 of the salary schedule which is two standard salary schedules above the indicated salary range. Advancement to the second and third steps shall be granted upon completion of 12 months of service at each of the previous steps, except in cases of promotion where initial appointment is to the first or second

step and results in less than a 5.6468 percent increase in pay. In such cases, advancement to the next step shall be granted upon completion of six months of service at the previous step. Step advances thereafter shall be as otherwise provided in Section 6.08.090. The rate or rates established by this provision constitute a base rate.

NOTE ML. Notwithstanding any other provision of this Title 6, persons employed in this position shall be compensated on a ten-step salary range; the sixth step being the fifth step of the salary schedule which is one standard salary schedule above the indicated salary range; the seventh step being the fifth step of the salary schedule which is two standard salary schedules above the indicated salary range; the eighth step being the fifth step of the salary schedule which is three standard salary schedules above the indicated salary range; the ninth step being the fifth step of the salary schedule which is four standard salary schedules above the indicated salary range; and the tenth step being the fifth step of the salary schedule which is five standard salary schedules above the indicated salary range. Advancement to the sixth step shall be granted upon completion of 18 months of service at the fifth step and advancement to the seventh step shall be granted upon completion of 18 months of service at the sixth step, except in cases of promotion where initial appointment is to the fifth step and results in less than a 5.6468 percent increase in pay. In such cases, advancement to the sixth step shall be granted upon completion of nine months of service at the fifth step and advancement to the seventh step shall be granted upon completion of nine months of service at the sixth step. Advancement to the eighth, ninth

and tenth steps shall be granted upon completion of 12 months of service at each of the previous steps. The rate or rates established by this provision constitute a base rate.

NOTE MR. Notwithstanding any other provision of this Title 6, persons employed in this position shall be compensated on a ten-step salary range; the sixth step being the fifth step of the salary schedule which is two standard salary schedules above the indicated salary range; the seventh step being the fifth step of the salary schedule which is four standard salary schedules above the indicated salary range; the eighth step being the fifth step of the salary schedule which is six standard salary schedules above the indicated salary range; the ninth step being the fifth step of the salary schedule which is seven standard salary schedules above the indicated salary range; and the tenth step being the fifth step of the salary structure which is eight standard salary schedules above the indicated salary range. Advancement to the sixth, seventh, eighth, ninth and tenth steps shall be granted upon completion of 12 months of service at each of the previous steps, except in cases of promotion where initial appointment is to the fifth step and results in less than a 5.6468 percent increase in pay. In such cases, advancement to the next step shall be granted upon completion of six months of service at the previous step. Step advances thereafter shall be as otherwise provided in Section 6.08.090. The rate or rates established by this provision constitute a base rate.

NOTE MV. Notwithstanding any other provision of this Title 6, persons employed in this position shall be compensated on an eight-step salary range; the sixth step being the fifth step of the salary schedule which is one standard salary schedule

above the indicated salary range; the seventh step being the fifth step of the salary schedule which is two standard salary schedules above the indicated salary range; and the eighth step being the fifth step of the salary schedule which is three standard salary schedules above the indicated salary range. Advancement to the sixth, seventh and eighth steps shall be granted upon completion of 12 months of service at each of the previous steps, except in cases of promotion where initial appointment is to the fifth step and results in less than a 5.6468 percent increase in pay. In such cases, advancement to the next step shall be granted upon completion of six months of service at the previous step. Step advances thereafter shall be as otherwise provided in Section 6.08.090. The rate or rates established by this provision constitute a base rate.

NOTE MW. Notwithstanding any other provision of this Title 6, persons employed in this position shall be compensated on an eight-step salary range; the sixth step being the fifth step of the salary schedule which is two standard salary schedules above the indicated salary range; the seventh step being the fifth step of the salary schedule which is three standard salary schedules above the indicated salary range; and the eighth step being the fifth step of the salary schedule which is four standard salary schedules above the indicated salary range. Advancement to the sixth, seventh and eighth steps shall be granted upon completion of 12 months of service at each of the previous steps, except in cases of promotion where initial appointment is to the fifth step and results in less than a 5.6468 percent increase in pay. In such cases, advancement to the next step shall be granted upon completion of six months of service at the previous step. Step advances thereafter shall be as otherwise provided in

Section 6.08.090. The rate or rates established by this provision constitute a base rate.

NOTE MX. Notwithstanding any other provision of this Title 6, persons employed in this position shall be compensated on a nine-step salary range; the sixth step being the fifth step of the salary schedule which is two standard salary schedules above the indicated salary range; the seventh step being the fifth step of the salary schedule which is four standard salary schedules above the indicated salary range; the eighth step being the fifth step of the salary schedule which is five standard salary schedules above the indicated salary range; and the ninth step being the fifth step of the salary schedule which is six standard salary schedules above the indicated salary range. Advancement to the sixth, seventh, eighth and ninth steps shall be granted upon completion of 12 months of service at each of the previous steps, except in cases of promotion where initial appointment is to the fifth step and results in less than a 5.6468 percent increase in pay. In such cases, advancement to the next step shall be granted upon completion of six months of service at the previous step. Step advances thereafter shall be as otherwise provided in Section 6.08.090. The rate or rates established by this provision constitute a base rate.

NOTE MY. Notwithstanding any other provision of this Title 6, persons employed in this position shall be compensated on a twelve-step salary range; the sixth, seventh, eighth, ninth and tenth steps being the fifth step of the indicated salary range which is two, four, six, eight, and ten standard salary schedules, respectively, above the indicated salary range; the eleventh step being the fifth step of the indicated salary range which is eleven standard salary schedules above the indicated salary range and

the twelfth step being the fifth step of the indicated salary range which is twelve standards salary schedules above the indicated salary range. Advancement to the sixth, seventh, ~~eight~~eighth, ninth, tenth, eleventh, and twelfth step shall be granted upon completion of 12 months of service at each of the previous steps, except in cases of promotion where initial appointment is to the fifth step and results in less than a 5.6468 percent increase in pay. In such cases, advancement to the next step shall be granted upon completion of six months of service at the previous step. Step advances thereafter shall be as otherwise provided in Section 6.08.090. The rate or rates established by this provision constitute a base rate.

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SECTION 17. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage. If this ordinance becomes effective after the pay period ending April 15, 2012, Sections 1, 2, 3, 4, 5, 6, 8, 9, 12, 14, and 16 shall be construed and applied retroactively as if they were effective and operative with the pay period ending April 15, 2012.

[523020VHCEO (rev #15)]