REPORT TO COUNCIL
City of Sacramento

915 I Street, Sacramento, CA 95814-2604
www. CityofSacramento.org

CONSENT
December 9, 2008

Honorable Mayor and
Members of the City Council

Title: Voluntary Separation Program

Location/Council District: All

Recommendation: Adopt a **Resolution** 1) establishing the Voluntary Separation Program (VSP), and 2) apply it to unrepresented employees; and 3) allow recognized employee organizations to accept the program as provided herein.

Contact: Geri Hamby, Director of Human Resources, 808-7173

Presenters: N/A

Department: Human Resources

Division: N/A

Organization No: 08001011

Description/Analysis

Issue: The City faces continuing fiscal challenges with the budget deficit projected at $45-50 million in FY 2010. Utilization of the Voluntary Separation Program (VSP) will generate vacancies that will aid in closing the budget gap. Offering VSP is one option to allow employees to leave City employment and create vacancies thus generating savings in future years. All recognized employee organizations will be included if they opt for member participation.

Policy Considerations: The VSP is consistent with budget strategies to help reduce on-going costs and will assist with "right-sizing" the organization to meet reduced revenue trends.

Environmental Considerations: N/A

Sustainability Consideration: N/A

Rationale for Recommendation: By continuing to offer VSP, the City continues

to generate savings in future years.

Financial Considerations: Departments must fund the costs related to employee Voluntary Separation Program severance within existing appropriations. The severance benefit will be calculated based on a minimum of five (5) years full-time continuous City service, rounded to the nearest year, times the weekly base salary, up to a maximum of fifty thousand dollars ($50,000).

Emerging Small Business Development (ESBD): N/A

Respectfully Submitted by: _____
Geri Hamby, Director of Human Resources

Approved by: _____
Gus Vina, Assistant City Manager

Recommendation Approved:

for _____
Ray Kerridge
City Manager

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RESOLUTION NO. 2008-

Adopted by the Sacramento City Council

December 9, 2008

VOLUNTARY SEPARATION PROGRAM

BACKGROUND

A. The City of Sacramento is facing a revenue shortfall projected through 2009 and future years, which will result in a reduction in service and layoffs of career employees.

B. In an effort to mitigate the impact of layoff on career employees the City is implementing a variety of efforts to assist employees in finding alternative employment in and out of the City.

C. This Voluntary Separation Program is similar to one adopted on March 3, 2008 by the City Council which was successful in creating over 100 vacancies.

D. The city has approached the Recognized Employee Organizations and will be included as they accept the program.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. To implement the Voluntary Separation Program terms and conditions attached as Exhibit A.

Section 2. To immediately apply those terms to unrepresented employees and employees represented by recognized employee organizations which have agreed to the terms of the Program.

Section 3. To apply those terms to employees represented by a recognized employee organization which later agrees to those terms as enacted.

Section 4 Departments must fund the costs related to employee Voluntary Separation Program severance within existing appropriations.

Attachment 2

VOLUNTARY SEPARATION PROGRAM RULES AND PROCEDURES

The following rules and procedures shall govern the application and implementation of the Voluntary Separation Program:

1. Information will be distributed to Department Heads for posting on employee bulletin boards on December 10, 2008 and to employees with paychecks on December 16, 2008.

2. The Departments of Human Resources is designated to administer the Program.

3. The open window period for participation is December 10, 2008, and will close by direction of the City Manager with a 30 day notice.

4. All full-time career, exempt management and confidential/administrative employees with five (5) years of continuous City service or more are eligible to apply for the Voluntary Separation Program. Employees with ten (10) or more years will be given first priority.

5. Departments of participating employees must fund the cost related to the employee Voluntary Separation Program, with in existing appropriations.

6. The City Manager or Appointing Authority may offer the Program to individual employee.

7. Employees may request to participate by submitting a completed Employee Request Form to Human Resources.

8. The severance benefit shall be calculated based on full-time continuous City service, rounded to the nearest year, times the weekly base salary, up to a maximum of fifty thousand dollars ($50,000).

9. Any payment under the Program shall not be included as compensation for purposes of SCERS or PERS.

10. In the event there are more employees than the number of voluntary separation slots available, ties or excess requests shall be resolved in favor of the employee with the most seniority.

11. The City Manager or Appointing Authority is the final authority in selecting participants.

12. The Human Resources Department will notify selected applicants of the approval or denial of their requests, calculate the years of service, salary and severance benefit applicable, and notify Payroll of the benefit due the employee and the date it is to be paid.

13. The Human Resources Department will have the employee sign the necessary agreement, waiver and release forms.

14. Employees who accept severance pay are not eligible for unemployment insurance, are not eligible for recall rights, and waive their reemployment rights with the City pursuant to the Rules and Regulations of the Civil Service Board.

15. Upon acceptance of the severance payment offer, the employee agrees to sever any and all rights to City employment, including but not limited to, seniority, layoff, bumping, and/or recall rights, and any appeal rights to any loss of property rights. This severance and waiver shall be effective upon receipt and acceptance of the Agreement. The severance of employment is not a disciplinary action.

12/9/08

Attachment 3

CITY OF SACRAMENTO
VOLUNTARY SEPARATION PROGRAM AGREEMENT

The City of Sacramento ["Employer"] and _____ ["Employee"] agree as follows:

1. Employee has requested participation in the Voluntary Separation Program ["Program"]. Employer has approved this request.

2. Employee has reviewed, understands and agrees to all of the terms and conditions of the Program. A copy of the Program is attached as Exhibit A and incorporated into this Agreement.

3. Pursuant to the Older Workers Benefit Protection Act, Employee has until 5:00 p.m. on _____ (45 days) to accept the terms of this Agreement. Employee is advised to obtain independent legal advice on its terms, conditions and consequences. Employee acknowledges that [s]he has been given 45 days to review the Program, prior to signing this Agreement.

4. Employee has seven (7) calendar days from the date Employee signs the Agreement to revoke acceptance. To revoke, Employee must sign and deliver to the City Manager a written statement of revocation. The Agreement will be effective after the revocation period expires. Payment will be made to Employee after the effective date of the agreement and upon separation from City service. The separation date as identified in the "Employee Request Form" is _____, 20___.

5. Employee agrees to sever any and all rights to City employment, including but not limited to seniority, layoff, bumping and/or recall rights, re-employment rights, and any right to appeal loss of property interests in employment.

6. Employee waives, releases and promises never to assert claims against Employer, or its officers or employees, arising from or related to employment with Employer and/or the termination of employment under the Program. These claims include but are not limited to, claims arising under federal, state, and local statutory or common law, such as the Older Workers Benefit Protection Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and the law of contract and tort. This waiver and release extends to claims which are presently unknown. In this regard, Employee is aware of and waives the benefit of Civil Code Section 1542 which provides as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

7. The Employer makes no representations regarding the Employee's ability to deposit any lump sum payments into deferred compensation accounts.

8. This document, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. If any portion of this Agreement or the application thereof

to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Dated:_____ _____
Employee's Signature

Dated:_____ _____
Authorized Employer's Signature