



## The Employment Relationship

### 02.03.04 Annual Performance Plan

#### Overview

As an employer, Pueblo City-County Library District (PCCLD) believes that it is in the best interests of both the organization and its employees to fairly compensate its workforce for the value of the work provided. It is PCCLD's intention to use a compensation system that will determine the current market value of a position. The system used will be objective and nondiscriminatory in theory, application and practice.

The system will evaluate external equity, which is the relative marketplace job worth of similar jobs in similar industries factored for general economic variances and reflecting local economic conditions.

The system will evaluate internal equity, which is the relative value of each job in the library district when comparing the required level of job competencies, formal training and experience, responsibility, and accountability of one job to another and arranging all jobs in a formal job grading structure or in broad bands.

This Plan provides for Performance Payments.

**Performance Evaluations** – PCCLD has established a performance-based pay system that rewards employees for positive job performance in a transparent fashion that remains within budgeted resources and individual job market values as described in the PCCLD Compensation Structure.

- All regular full-time and regular part-time employees (excluding, for purpose of this Plan, the Executive Director, [as determined by the governing board](#)) ("Eligible Employees") will receive annual performance evaluations.
- Seasonal employees, interns, temporary employees and substitute employees will not receive annual performance evaluations.
- Supervisors and employees are strongly encouraged to discuss job performance and goals with one another on an informal, day-to-day basis to assure understanding and promote progress and achievement of objectives relative to the job description and of previously agreed upon goals.

**Plan Year** – The Plan Year is the calendar year. ~~The first Plan Year begins January 1, 2020.~~

**Evaluation Period** – An Evaluation Period with respect to a Plan Year is November 1 through October 31 of the year preceding the Plan Year.

**PCCLD Employee Guidelines: The Employment Relationship**

*Effective Date: 05/23/2024*

## **Performance Payments**

An Eligible Employee may earn a Performance Payment for a Plan Year based on the achievement during the Evaluation Period of his or her (i) job performance measures; and (ii) individual goals and objectives, both of which shall be equally weighted. PCCLD reserves the right to add measures of performance and to change the weighting of such measures; provided, however, that achievement shall be measured by objective criteria.

An Eligible Employee must be employed by PCCLD on the last day of the applicable Evaluation Period to receive a Performance Payment.

An Eligible Employee's Performance Payment, if any, shall be a percentage increase in the Eligible Employee's base salary (except as provided below). Such increase will be effective on January 1 of the Plan Year.

To the extent that an Eligible Employee's Performance Payment, when added to the Eligible Employee's base salary exceeds the grade maximum of the salary range for the Eligible Employee's position as identified in the PCCLD Compensation Structure, such excess shall be paid to the Eligible Employee in substantially equal installments over the 26 pay periods in the Plan Year. Such installment payments shall (1) not otherwise increase the Eligible Employee's base salary, and (ii) cease if the Eligible Employee's employment with PCCLD terminates.

**Determination of Performance Payments** - For each Plan Year, an organization-wide budget for Performance Payments will be included in the annual budget and approved by the Executive Director and the PCCLD Board of Trustees ("Board of Trustees"). Managers shall receive guidelines for assessing the performance during the Evaluation Period. Performance rating scores will be expressed on a five-point scale, rounded to two decimal points.

~~In each case only as the approved budget allocations allow.~~ The highest percentages awarded can increase or decrease commensurate across all tiers listed below, depending on budget allocations and operating needs.

- An Eligible Employee with a performance rating score from 4.00– 5.00 will receive a Performance Payment of 2.9– 3.5% of base salary.
- An Eligible Employee with a performance rating score from 3.50 -3.99 will receive a Performance Payment of 2.3– 2.89% of base salary.
- An Eligible Employee with a performance rating score from 3.00 – 3.49 will receive a Performance Payment of 2.0 – 2.29 % of base salary.
- An Eligible Employee with a performance rating score from 2.00 – 2.99 will receive a Performance Payment of up to 1.99% of base salary.
- An Eligible Employee with a performance rating score below 2.00 will not receive a pay increase, as a performance rating score below 2.00 indicates that the Eligible Employee did not meet expectations during the Evaluation Period.

Eligible Employees with less than 12 months of service on the last day of the applicable Evaluation Period will receive a prorated Performance Payment. Eligible Employees with less than two months of

service on the first day of the Plan Year will not receive a Performance Payment.

Notwithstanding anything to the contrary, all Performance Payments must be approved by the Executive Director.

**Section 409A** – An employee must be an active employee of PCCLD on the first day of the Plan Year to receive any payment under this Plan. All payments contemplated by this Plan are intended to qualify as “short-term deferrals” as such term is defined in Treasury Regulation Section 1.409A-1(b)(4) or to be otherwise exempt from the application of Section 490A of the Internal Revenue Code of 1986, as amended, the Treasury Regulations promulgated thereunder, and any administrative guidance or judicial decisions with respect thereto (“Section 409A”), and this Plan shall be administered and construed accordingly. To the extent that any payment under this Plan is not a short-term deferral or otherwise exempt from the application of Section 409A, this Plan is intended to otherwise comply with Section 409A and shall be administered and construed accordingly. It is the intention of PCCLD that payments under this Plan not be subject to the additional tax or interest imposed pursuant to Section 409A. To the extent such potential payments are or could become subject to Section 409A, PCCLD may, but is not required to, amend this Plan with the goal of giving Eligible Employees the economic benefits described herein in a manner that does not result in such additional tax or interest being imposed. Each payment described in this Plan shall be a separate payment and a separately identifiable payment to the maximum extent permitted by Section 409A. Employees shall take any action, or refrain from taking any action, requested by PCCLD to comply with any correction procedure under Section 409A. Employees shall not have the right to designate the time of payment of any payment under this Plan.

***PCCLD reserves the right to add, change, end, or suspend this Plan at any time, with or without notice. This document shall not be construed as a contract of employment, nor does it restrict the right of PCCLD to discharge the employee or the right of the employee to terminate his or her employment at any time. This Plan is not a guarantee that an employee will receive any Performance Payment at any time or in any particular form.***