



## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: STEVEN ADAMS, CITY MANAGER** 

**SUBJECT: CONSIDERATION OF RESOLUTION APPROVING REVISED AND AMENDED PERSONNEL REGULATIONS**

**DATE: MARCH 25, 2014**

### **RECOMMENDATION:**

It is recommended City Council adopt a Resolution approving revised and amended Personnel Regulations.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

There is no financial impact from the proposed action. There was a significant amount of personnel time required to prepare the update, but no additional impact on staff resources from the recommended action is anticipated.

### **BACKGROUND:**

The Personnel Regulations set forth the City's personnel related rules, including the classification system, compensation, equal employment opportunity, harassment, recruitment and selection, probation, performance evaluation, changes in position, discipline, grievances, layoffs, separation, and benefits. The Personnel Regulations were last adopted in 1995. Therefore, an update has been a goal and in process for the past several years.

Given the complexity of updating the Personnel Regulations, staff determined it would be most feasible to accomplish in two phases. Phase I amendments have been limited to those designed to clarify language, correct technical errors, and to bring the Personnel Regulations into conformance with current Federal and State regulations, provisions of MOU's with the City's labor groups, and City policies and practices. Phase II will consist of identifying potential policy changes the City may want to propose in the future, which will be pursued after other necessary administrative policy updates are completed.

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**ANALYSIS OF ISSUES:**

Update of the Personnel Regulations is particularly important to ensure they comply with current law and are consistent with existing practices. As a result, the City Attorney's Office reviewed the entire document and drafted recommendations to achieve legal compliance. It was then reviewed by the Department Directors, who made recommendations. Follow-up meetings were held with the City Manager, Human Resources Manager, Police Chief and Assistant City Attorney to address specialized personnel policy needs impacting the Police Department. Lastly, the draft was sent to each labor union for review, along with an invitation to meet to address any potential questions and concerns. A meeting was held at the request of SEIU, whose input was addressed and incorporated. If approved, a copy of the new Personnel Regulations will be distributed to all employees. A redlined copy of the recommended Personnel Regulations is attached, which identifies all the proposed changes.

In drafting the changes, one challenge identified was to establish regulations applicable to all employees given that specialized labor rights and regulations have been established by the State with regard to public safety personnel. To accommodate this, language has been included that applies any protections and procedures provided by the Public Safety Officers Bill of Rights Act, the Firefighters Procedural Bill of Rights Act, or other statutes to public safety personnel.

The proposed amendments also remove all references to specific management benefits. Those are now established in a separate management salary and benefit resolution, which is updated on an annual basis.

An additional substantive change impacts how part-time positions will be treated. Currently, there are temporary part-time positions and permanent part-time positions. Permanent part-time positions are granted sick leave benefits and many rights applied to full-time positions, which exceed those granted to part-time positions in many cities. These classifications have not been applied consistently, which has resulted in application of benefits that appear to be unfair and increase costs. As a result, it is recommended that any employees currently serving in a position that is considered permanent part time will be "grandfathered" in and they will continue to receive those benefits. All new employees in these classifications will simply be identified as part-time and will all be "at will" employees with no benefits. The term temporary part-time employee will only refer to those positions that are hired for a defined temporary term, such as seasonal workers.

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**ALTERNATIVES:**

The following alternatives are presented for consideration:

- Adopt the Resolution approving the revised and amended Personnel Regulations;
- Modify the proposed changes and approve the Resolution, but if substantive changes are desired that potentially impact working conditions or employment rights, it is recommended they be proposed separately in order to avoid delay of the update by requiring the City to meet and confer with the City's labor unions;
- Do not adopt the Resolution approving the Personnel Regulations; or
- Provide staff other direction.

**ADVANTAGES:**

Adoption of the Resolution will provide the City with revised and amended Personnel Regulations compliant with current law, practices, labor agreements and policies.

**DISADVANTAGES:**

There will be a negative impact to future employees serving in some part-time positions, but staff believes these changes will be more fair and benefit the City.

**ENVIRONMENTAL REVIEW:**

No environmental review is required for this item.

**PUBLIC NOTIFICATION AND COMMENTS:**

The agenda was posted in front of City Hall on Thursday, March 20, 2014, and on the City's website on Friday, March 21, 2014. No comments were received.

**Attachments:**

1. Redline Copy of Proposed Changes

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF ARROYO GRANDE APPROVING AND ADOPTING  
REVISED AND AMENDED PERSONNEL REGULATIONS**

**WHEREAS**, Section 2.44.020 of the Arroyo Grande Municipal Code provides that the City Manager is to prepare and recommend to the City Council revisions and amendments to the City's Personnel Regulations and the City Attorney is to approve the legality of such revisions and amendments prior to their submission to the City Council; and

**WHEREAS**, Section 2.44.040 of the Arroyo Grande Municipal Code further provides that Personnel Regulations that are prepared by the City Manager, and as revised by the City Council, are to be adopted by resolution of the City Council; and

**WHEREAS**, the City Manager has prepared proposed revisions and amendments to the City's Personnel Regulations that are necessary to meet the requirements of law and has recommended that they be approved by the City Council, and they have been reviewed and approved by the City Attorney as to their legality; and

**WHEREAS**, in accordance with the requirements of the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.), the City has sent copies of the proposed revisions and amendments to the recognized employee organizations, the AGPOA, Internationals Association of Firefighters 4403 and SEIU Local 620, and to the extent requested, has met and conferred with each organization about the proposed Personnel Regulation revisions and amendments as required by law.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Arroyo Grande hereby adopts the revised and amended City of Arroyo Grande Personnel Regulations, a copy of which is on file in the Administrative Services Department and incorporated herein by this reference as though set forth in full.

On motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_,  
and by the following roll call vote, to wit:

**AYES:**  
**NOES:**  
**ABSENT:**

the foregoing Resolution was passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**RESOLUTION NO.  
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**TONY FERRARA, MAYOR**

**ATTEST:**

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**KELLY WETMORE, CITY CLERK**

**APPROVED AS TO CONTENT:**

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**STEVEN ADAMS, CITY MANAGER**

**APPROVED AS TO FORM:**

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**TIMOTHY J. CARMEL, CITY ATTORNEY**

**CITY OF ARROYO GRANDE  
PERSONNEL REGULATIONS**

**SECTION I – GENERAL PROVISIONS**

**A. PURPOSE**

The purpose of the regulations shall be to establish a system of uniform personnel policies and procedures to maintain and improve the quality of City personnel practices consistent with such merit principles as:

1. Recruitment, appointments, and promotion of individuals on the basis of their relative ability, knowledge and skills, and the needs of the City.
2. Retention of employees on the basis of the adequacy of their performance.
3. Assurance of impartial treatment of applicants and employees in all aspects of personnel administration, including but not limited to all terms and conditions of employment such as compensation, hiring, training, promotion, transfer, discipline and termination; without regard to political affiliation, perceived or actual race, color, religion, sex (gender), sexual orientation, marital status, national origin (including language use restrictions), ancestry, disability (mental and physical, including HIV and AIDS), medical condition (cancer/genetic characteristics), age (40 and above), request for family care leave, request for leave for an employee's own serious health problem, request for pregnancy disability leave, color, gender, gender identity, gender expression, genetic information, sex, marital status, national origin, ancestry, citizenship, age, or physical disability, medical disability, medical condition (including pregnancy, child birth and cancer related conditions or genetic characteristics), sexual orientation or any basis protected by law; and with proper regard for their privacy and constitutional rights as citizens.
4. Assurance that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the result of an election or a nomination for office.

**B. ADMINISTRATION**

The City Manager shall manage the City's personnel system and may delegate any of the powers and duties to any other officer or employee of the City. Duties shall include:

1. Administer all provisions of the personnel regulations not specifically reserved to the Council, and review these provisions annually.

2. Recommend any revisions and amendments to the rules and regulations and the employer-employee relations resolution.
3. Prepare and maintain a job classification plan, including job descriptions; and make periodic revisions of the plan as needed, including development of new job classifications.
4. Provide for the administration of the recruitment and selection process as outlined in the personnel regulations.
5. Supervise and coordinate employee training programs.
6. Conduct employee meet-and-confer sessions and related labor relations functions.
7. Administer the compensation plan of the City.
8. Administer an affirmative action program, and promote equal opportunity employment in all City departments.

**C. APPLICATION**

The provisions of these regulations shall apply to offices, positions, and employees in the service of the City, except:

1. Elected officials.
2. City Manager and City Attorney.
3. Members of appointive boards, commissions, and committees.
4. Executive management, which includes all Departments Directors and the City Clerk.
5. Person engaged under contract to supply expert, professional, or technical services.
6. Emergency employees who are hired to meet the immediate requirements of an emergency condition, such as fire, flood, or earthquake, which threatens life and property.
7. Any positions primarily funded under a state or federal employment program.
8. Part-time and temporary employees, including volunteers ~~and paid part-time employees~~. Part-time and temporary employees, including volunteers of the Police Department and Fire Department, shall be governed by the rules and regulations of their respective department,

including but not limited to: hiring, rules of conduct, discipline, performance evaluation, and other administrative review so long as the Department regulations do not conflict with adopted City regulations.

**D. EXCLUSIONS**

All employees excluded from the regulations, as listed in Section C – Application, shall serve at the pleasure of their appointing authority.

**E.** In administering these regulations employees shall be afforded any and all protections and procedures provided by applicable provisions of law, including but not limited to the Public Safety Officers Procedural Bill of Rights Act (Government Code Sections 3300 et seq.) and the Firefighters Procedural Bill of Rights Act (Government Code Sections 3250 et seq.).

**F. PROVISION FOR DEPARTMENTAL POLICIES**

The personnel regulations shall not preclude the development of internal rules, policies, and operating procedures within specific departments of the City nor the development of personnel or administrative policies and procedures governing the implementation of these regulations, rules, policies, and procedures. Departmental policies may be more strict, but ~~However,~~ no departmental regulation, rule, policy, or procedure shall be in conflict with these Personnel Rules and Regulations.

**G. SEVERABILITY**

If any provision of these regulations or the application of such provision to any person or circumstance shall be held invalid, the remainder of the rules, or the application of such provision or circumstances other than those as to which are held invalid, shall not be affected.

**H. DEFERRAL**

In cases where these regulations conflict with the Memorandum of Understanding (MOU) with a recognized employee organization, the provisions of the Memorandum of Understanding shall govern. In all other cases, the regulations shall apply.

**I. EQUAL EMPLOYMENT OPPORTUNITY**

1. ~~AFFIRMATIVE ACTION~~ Equal Employment Opportunity Policy

The City is committed to providing equal employment opportunity to all persons. All persons seeking employment with the City and City employees shall be treated equitably and without discrimination.

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All City recruiting, hiring, training, promoting, and transferring shall be done without regard to perceived and actual race, religion, sex (gender), sexual orientation, marital status, national origin (including language use restrictions), ancestry, disability (mental and physical, including HIV and AIDS), medical condition (cancer/genetic characteristics), age (40 and above), request for family care leave, request for leave for an employee's own serious health problem, request for pregnancy disability leave or any basis protected by law~~race, color, religion, national origin, sex, political affiliation, age, or physical or mental disabilities not constituting bona fide occupational qualifications~~; and all personnel policies, procedures, and practices shall be administered accordingly. Exception may be made for bona fide occupational qualifications as permitted by law.

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The City of Arroyo Grande's EEO policy prohibits any form of unlawful conduct and the City shall take appropriate steps to prevent discrimination and harassment from occurring in the workplace. The EEO policy shall apply to applicants, independent contractors, volunteers, and employees. When such discrimination or harassment is detected in the workplace, the City shall take appropriate, prompt, and fair measures to eradicate the misconduct. To this end, the City upon confirming the existence of discrimination or harassment prohibited by this Policy, shall take disciplinary action against those responsible up to and including termination of employment. Employees who believe they have experienced any form of employment discrimination are encouraged to report this immediately, using the EEO Complaint Procedure provided in Section ~~I~~. 4 below, of these personnel rules.

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~~The City recognizes its responsibility to provide equal employment opportunity, to take affirmative and direct action at all levels of City government regarding job classifications, salaries, training, fringe benefits and other personnel policies, and to improve employment and career opportunities for minority group persons and women according to affirmative action principles.~~

The City Manager and management staff are responsible for implementation of all equal employment opportunity ~~and affirmative action~~ programs adopted by the City. Appointing authorities are required to assure that equal employment opportunities are supported by their organizations. Employee organizations must support and comply with adopted programs. The City Manager or designated representative shall maintain appropriate records and prepare reports on implementation.

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Employees shall not be discriminated against because of the exercise of their rights under the Meyers Miliias Brown Act (Government Code Sections 3500 et seq) 2 of the California Government Code or under the City's Employer-Employee Relations resolutions.

The City shall be committed to meeting the requirements of the Americans with Disability Act (ADA). All physical and mental qualifications shall be reviewed to ensure that requirements are job-related and consistent with job performance. Functional requirements will be reviewed as job openings occur, and disabled individuals will be considered for those jobs. The City will make any and all reasonable accommodations to the physical and mental limitations of disabled individuals.

2. Reasonable Accommodation

The City shall comply with employment-related reasonable accommodation requirements of the Americans with Disability Act (ADA) and the California Fair Employment and Housing Act (FEHA).

An employee or applicant who alleges a denial of a reasonable accommodation may file a complaint pursuant to the City's Complaint Procedures in these Personnel Rules.

3. Harassment Prevention Policy

The City is committed to creating a work environment free from discriminatory harassment. This policy defines discriminatory harassment, and sets forth a procedure for the investigation and resolution of complaints of such harassment by or against any employee, volunteer, or applicant or a person providing services pursuant to a contract. This policy also applies to elected and appointed officials.

Discriminatory harassment violates this policy, and will not be tolerated. Discriminatory harassment of an applicant, employee, volunteer or person providing services pursuant to a contract, is harassment based on actual or perceived race, color, religion, sex (gender), sexual orientation, marital status, national origin (including language use restrictions), ancestry, disability (mental and physical, including HIV and AIDS), medical condition (cancer/genetic characteristics), age (40 and above), pregnancy, child birth, or any basis protected by law (protected characteristics). It is improper to retaliate against any individual for making a complaint of discriminatory harassment or for participating in a harassment investigation. Retaliation constitutes a violation of this Policy.

This policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and

compensation. Employees who violate this Policy may be subject to disciplinary action up to and including termination.

a. Definition

Harassment can consist of virtually any form or combination of verbal, physical, visual or environmental conduct. It need not be explicit, nor even specifically directed at the victim. Sexually harassing conduct can occur between people of the same or different genders.

Harassment includes but is not limited to the following misconduct:

Verbal:

Inappropriate or offensive remarks, slurs, jokes or innuendoes based on actual or perceived race, color, religion, gender, gender identity, gender expression, genetic information, marital status, national origin, ancestry, citizenship, age, or physical disability, medical disability, medical condition (including pregnancy, child birth and cancer related conditions or genetic characteristics), sexual orientation or any basis protected by law. This may include, but is not limited to inappropriate comments regarding a individual's body, physical appearance, attire, sexual prowess, marital status, pregnancy or sexual orientation, unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation of a sexual nature; or sexist, patronizing or ridiculing statements that convey derogatory attitudes about a particular gender.

Physical:

Inappropriate or offensive touching, assault, or physical interference with free movement when directed at an individual on the basis of actual or perceived gender, race, religious creed, national origin, ancestry, disability, medical condition, marital status, age, sexual orientation or any basis protected by law. This may include, but is not limited to, kissing, hugging, patting, lingering or intimate touches, grabbing, massaging, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling or sexual gestures.

Visual or Written:

The display or circulation of offensive or derogatory visual or written material related to race, religion, color, gender, gender identity, gender expression, genetic information, marital status, national origin, ancestry, citizenship, age, or physical disability, medical disability, medical condition (including pregnancy, child birth and cancer related conditions or genetic characteristics),

sexual orientation or any basis protected by law. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, computer graphics or electronic media transmissions.

Hostile Environment:

A work environment that is permeated with racially or sexually-oriented talk, innuendo, insults or abuse not relevant to the subject matter of the job. A hostile environment can arise from an unwarranted focus on topics or statements related to protected characteristics. An environment may be hostile if unwelcome behavior is directed specifically at an individual based on the person's protected characteristics or if the individual merely witnesses unlawful harassment in his or her immediate surroundings. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's work.

By definition, sexual harassment is not within the scope of an individual's employment with the City. If an employee of the City is found guilty of sexual harassment, they may be personally liable for monetary damages.

b. Prohibited Supervisory or Managerial Behavior

No one employed by the City may condition any employment, employee benefit or continued employment in the City on an applicant's or employee's acquiescence to the behavior defined above.

No one employed by the City may create a hostile or offensive work environment for or retaliate against any applicant, employee or person providing services to the City pursuant to a contract, because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in any investigation, proceeding or hearing conducted by an authorized person related to a violation of this policy.

No one employed by the City shall assist any individual in doing any act which constitutes harassment against any employee, applicant or person providing services for the City pursuant to a contract.

No one employed by the City shall tamper with or destroy evidence relevant to an investigation of harassment discrimination.

c. Behavior Prohibited by All Persons

No employee or any other person in the City shall create a hostile or offensive work environment for any other person by engaging in any discriminatory harassment.

No employee or any other person in the City shall assist any individual in doing any act which constitutes discriminatory harassment against any employee of the City.

No employee or any person in the City may retaliate against any employee because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted, or participated in any manner in a harassment investigation proceeding or hearing conducted by an authorized investigator.

d. Obligations of Supervisors/Managers

A copy of the Harassment Prevention Policy shall be provided to all employees of the City upon hire and periodically as part of City-wide training.

The information sheet regarding sexual harassment prepared by the Department of Fair Employment and Housing shall be made available to all City employees [at hire and upon request.](#)

The City will periodically notify employees of the procedures for registering a complaint as well as available redress. Such notification shall occur through the normal channels of communication.

Information from the Department of Fair Employment and Housing and Equal Employment Opportunity Commission about filing claims of harassment shall be made available upon request from the Human Resources Office.

Any supervisor or manager who receives a complaint of alleged discrimination or harassment must report the complaint to the Human Resources Manager, or if the Human Resources Manager is the alleged harasser, to the City Manager. City employees shall receive periodic training on the policy.

e. Obligation of All Employees

All employees shall report any conduct believed to fit the definition of harassment pursuant to the Procedures provided in Section 4 below. This includes the conduct of non-employees, such as sales representatives or service vendors or harassing conduct toward such contractors.

In the event that the Human Resources Manager is considered the perpetrator of the alleged harassment, employees shall report such alleged harassing conduct to the City Manager or his/her designee.

All employees shall cooperate in any investigation of any alleged act of harassment conducted by the City or its agents.

**4. Complaint & Investigation Procedure for Discrimination or Harassment**

The following complaint procedure is available to any employee, applicant, or person providing services to the City pursuant to a contract who feels he/she has been the victim of employment discrimination or harassment.

When possible, comments, gestures or actions that are perceived as discriminatory or harassing should be immediately communicated and discussed with the person who is perceived as engaging in harassing conduct.

**a. Filing a Complaint**

Complaints and evidence of discrimination or harassment should be immediately reported to one of the following:

- 1) an employee's immediate supervisor;
- 2) the Department Director;
- 3) any manager outside the department;
- 4) or the Human Resources Manager or his/her designee.

Under no circumstances shall a City employee who believes that he or she has been the victim of harassment be required to first report that harassment to a supervisor or person in authority if that person or person in authority is the perpetrator of the alleged harassment. "Immediately reported" shall mean within 30 days of the discriminatory or harassing conduct.

Any City of Arroyo Grande supervisor, manager or Department Director who receives a discrimination/harassment complaint shall notify the Human Resources Manager as soon as possible after receiving the complaint. Complaints may be presented orally, but are preferred in writing.

If possible, written complaints should include the following information:

- 1) The name, address and telephone number of the complainant.
- 2) The basis of the alleged discrimination or harassment (i.e. race, color, religion, age, sex, etc.)
- 3) The specific discriminatory practice(s) or incident(s) that have occurred.
- 4) The dates the incident(s) occurred.
- 5) Identification of any witness to the incident(s).
- 6) The names of any persons thought to be responsible for the discrimination/harassment.
- 7) The remedy the complainant is seeking as a result of the complaint.
- 8) The name, address, and telephone number of the complainant's representative, if any.

If complainants wish to file the complaint in person and receive assistance, they should contact the Human Resources Manager to schedule an appointment.

b. Investigation and Resolution

All complaints shall be forwarded to the Human Resources Manager for review. After reviewing the discrimination/harassment complaint, the Human Resources Manager shall determine if an investigation is necessary to resolve the issues of the complaint and, if so, authorize and supervise the investigation of the complaint. The complainant will be contacted by the investigator assigned by the Human Resources Manager and be kept apprised of the status of the investigation. Every effort will be made to conclude the investigation within one-hundred and twenty (120) calendar days of receipt of the complaint.

The investigator will not proceed with the investigation of a complaint if the complaint contains no assertion that the alleged acts occurred based on harassment, or one or more of the discriminatory bases; or if a nexus cannot be established between the alleged act(s) and harassment or discrimination based on one of the protected categories.

If the investigation proceeds, it will be conducted in a prompt and thorough manner and in a way which ensures, to the extent feasible, the privacy of the involved parties.

When the investigation is completed, the investigator will determine if there is sufficient evidence to substantiate a violation of the City's Harassment Prevention Policy. The

complainant, perpetrator/harasser, and Department Director will be notified of the conclusions. If discipline is imposed, the discipline will not be communicated to the complainant.

If it would present a conflict (or the appearance of such) for the review and investigation of a complaint to be conducted under the direction of the Human Resources Manager, then an alternative City Department Director will be selected by the City Manager and be responsible for this process.

Complainants who are not satisfied with the Human Resources Manager's determination may request a review by the City Manager (or his/her designee, in writing, within ten (10) business days following receipt of the Human Resources Manager's determination. The City Manager (or his/her representative) shall review the complainant's written appeal and the investigative findings, and shall render a decision within thirty (30) business days following the review.

c. Human Resources Manager Responsibility

The Human Resources Manager is responsible for administering the complaint procedure and coordinating the investigation process., and in consultation with the Department Director and City Manager, recommending disciplinary action as may be appropriate.

d. Confidentiality

(1) — To the extent feasible and practical, proceedings under this policy and all reports and records filed shall be confidential to the parties involved; and efforts shall be made to protect the privacy interests of the parties and anonymity of reporting when possible. The City will share information regarding an investigation of alleged harassment on a need-to-know basis only. **AFFIRMATIVE ACTION COMPLAINT PROCEDURE**

~~Any employee who feels he/she has been the victim of employment discrimination shall contact either his/her supervisor, department director, City Manager, or the designated representative immediately. The initial report may be oral or written; however, a written and signed statement of the complaint must be submitted by the complainant within five (5) working days of the initial report for investigation purposes. The written statement must cite the specific incident(s) and may include the desired resolution.~~

~~Upon receipt of the written complaint, an investigation of the charges will be conducted, including contacting the person(s) who allegedly engaged in the employment discrimination, informing him/her of the basis of the complaint and providing an opportunity to respond. The City Manager or the designated~~

~~representative will report in writing to the complainant within ten (10) working days of the progress and future course of the investigation. Updates will be provided monthly thereafter.~~

~~**SECTION I – GENERAL PROVISIONS (continued)**~~

If it is determined that employment discrimination has occurred, disciplinary action will be taken in accordance with the procedures set forth in this document. No retaliatory action shall be taken by either party involved in a complaint.

**SECTION II – DEFINITIONS**

The terms used in this manual shall have the meaning indicated as follows, unless the context indicates otherwise:

**A. ACTING APPOINTMENT / INTERIM**

An acting appointment / interim is one in which a probationary or permanent City employee is appointed to an available vacant position of a higher level than currently held by the employee for a temporary period of time. Such appointment may also include the use of a person under a specific contract with the City to provide the necessary services.

**B. ADVANCEMENT**

A salary increase within the limits of a pay range established for a class.

**C. ALLOCATION**

The assignment of a position to its proper job classification in accordance with its duties and levels of responsibility.

**D. ANNIVERSARY DATE**

The date recurring yearly upon an employee's date of hire for initial City service without changing the date or anniversary of an employee's initial City service appointment. An employee's promotion date will become their anniversary date for the purposes of performance evaluations and step increases~~For the purposes of salary administration and related personnel actions, such as promotions, an employee will retain his/her date of hire as the anniversary date unless otherwise dictated by a current Memorandum of Understanding (MOU).~~

**E. APPOINTING AUTHORITY**

Shall be the City Manager or the designated representative.

**F. CLASS**

All positions sufficiently similar in duties, authority, and responsibility to permit grouping under a common title and the application with equity of common standards of selection, transfer, promotion, and salary.

**G. CLASSIFICATION PLAN**

The arrangement of positions in classes, together with the title and specification for describing each class.

**H. COMPENSATION**

Direct or indirect salary, wages, fees, allowances, and other monies paid to or on behalf of an employee for services.

**I. COMPETITIVE SERVICE**

The service shall be comprised of all positions, with the exception of the City Manager, City Attorney, ~~City Clerk, City Treasurer,~~ Department Directors, elected officials, members of appointive boards, commissions, committees, confidential employees, volunteer personnel, and temporary personnel whether employed directly by the City or retained under contract for services.

**J. DEMOTION**

The movement of an employee from one class to another class having a lower maximum rate of pay.

**K. DISCIPLINARY ACTION**

Any action taken against an employee that results in [termination](#), involuntary demotion, suspension, reduction in pay, oral reprimand, or written reprimand.

**L. EMPLOYMENT DATE**

The date on which the employee began employment with the City.

**M. [ELIGIBILITY EMPLOYMENT LIST](#)**

A list of names of person who may be considered for employment with the City under specified conditions.

**N. EXAMINATION**

Examination shall include all selection procedures used to make employment decisions, including job requirements (physical, education, experience) and evaluation of applicants or candidates on the basis of one or more of the following: application forms; interview; performance tests; paper and pencil tests; fingerprinting; background examinations; performance and training programs or probationary periods, and any other procedures used to make an employment decision.

**O. FULL-TIME EMPLOYEE**

An employee who works [40 hours per week or as otherwise provided for public safety full-time employees in accordance with the Fair Labor Standards Act on a full-time basis on a daily, weekly, monthly, or annual basis, as defined by departmental working schedules](#).

**P. IMMEDIATE FAMILY**

Employee's spouse, [domestic partner](#), parent, child, sister, brother, grandparent or grandchild, aunt, uncle, and the corresponding relative by marriage.

**Q. LAYOFF**

The separation of an employee from the Competitive Service, which has been made necessary by lack of work, insufficient appropriations of monies, or other reasons not related to fault, delinquency or misconduct on the part of the employee.

**R. LEAVE OF ABSENCE**

Permission to be absent from duty for a specified purpose, with the right to return before or upon the expiration of the leave period.

**S. MEMORANDUM OF UNDERSTANDING**

Written agreement on matters within the scope of representation as defined by the Meyers-Milas-Brown Act, as amended.

**T. OVERFILL POSITION / EMPLOYEE**

A full-time, limited term, position created when a full-time, budgeted, permanent position is vacant for an extended period of time, due to employee injury, illness, or other unforeseen circumstances. The full-time, budgeted position may be temporarily filled with an Overfill Employee. An Overfill Employee receives all benefits of the full-time position; however, employment with the City is terminated upon the return of the permanent employee.

**U. PART-TIME EMPLOYEE**

An employee who works less than full time on a daily, weekly, monthly, or annual basis.

- a. ~~Permanent Part-time Employee — Employees designated as permanent part-time employees prior to April 1, 2014 shall continue to be deemed to have property rights related to their employment and receive vacation and sick leave benefits. A part-time employee whose position is specified in the City Budget and is intended to be in place for more than one (1) fiscal year.~~
- b. ~~All other part-time employees shall be deemed to be at will employees, related to their continued employment. Temporary Part-time Employee — A part-time employee with a term of appointment of less than one (1) fiscal year, and for thirty-nine (39) hours or less a pay period.~~

**V. PEACE OFFICER**

An employee who is assigned to the Police Department and who exercises Police Officer powers as defined in either Section 830.1 of the California Penal Code or an employee who is assigned to the Fire ~~Authority~~Department and exercises Peace Officer powers pursuant to Section 830.31(a) of the California Penal Code and Section 13103 of the California Health and Safety Code.

**W. PERMANENT EMPLOYEE**

A full-time employee who has completed the prescribed probationary period for his/her classification.

**X. PERSONNEL OFFICER**

The City Manager or designated representative.

**Y. POSITION**

A group of duties and responsibilities in the Competitive Service requiring the permanent or part-time employment of one person.

**Z. PROBATIONARY EMPLOYEE/PROBATIONER**

An employee whose permanent status under an original or promotional appointment is contingent upon successfully completion of a prescribed period of observation to determine fitness for the work being performed.

**AA. PROBATIONARY PERIOD**

A working test period during which an employee is required to demonstrate his/her fitness for the position to which he/she is appointed by actual performance of the duties of the position.

**BB. PROMOTION**

The movement of an employee from one class to another class having a higher maximum rate of pay.

**CC. PROVISIONAL APPOINTMENT**

In the absence of there being names of individuals willing to accept appointment from appropriate employment lists, a provisional appointment may be made by the appointing authority upon approval of the City Manager.

**DD. RECLASSIFICATION**

A change in allocation of an individual position by raising it to a higher class, reducing it to a lower class, or moving it to another class at the same level on the basis of substantial changes in the kind, difficulty, and/or responsibility of duties performed in such positions.

**EE. REINSTATEMENT**

The reinstatement without examination of a former permanent employee or probationary employee.

**FF. RESIGNATION**

A voluntary termination of employment by the employee.

**GG. RETIREMENT**

The termination of employment at an age when the person terminating employment would qualify for an allowance under the Public Employment Retirement System program and the City's regulations.

**HH. SEPARATION**

Any termination of employment.

**II. SUSPENSION**

The temporary separation from the Competitive Service of an employee without pay, for disciplinary purposes.

**JJ. TEMPORARY EMPLOYEE**

An employee appointed either full-time or part-time for a ~~limited~~indefinite period of time that receives no fringe benefits.

**KK. TRANSFER**

A change of an employee from one position to another position in the same class or in a comparable class.

**LL. VACANCY**

Any unfilled position in the Competitive Service.

**MM. WORK WEEK**

The work week shall normally consist of five (5) days with eight (8) hours per day for a maximum of 40 hours per week. The work week begins at 12:00 a.m. on Friday and ends at 12:00 a.m. the following Friday. Public safety personnel may be assigned to alternative work schedules as permitted by the Fair Labor Standards Act (FLSA). Such alternative work schedules shall be established through the "meet and confer" process.

**NN. Y-RATE**

In cases of changes in pay structure or demotion, some employees may be receiving rates of pay higher than the maximum of the assigned pay grades. Pay policies may state that the employees should receive no further increases until their rates of pay are within the adopted pay structure. Employees receiving these above-maximum rates of pay are called y-rated employees, or their rates of pay are y-rated.

**SECTION III – CLASSIFICATION AND COMPENSATION**

**A. CLASSIFICATION**

1. Position Classification

Position Classification shall provide an accurate class specification/job description of job duties, characteristics, and requirements of positions for those governed by these regulations. Additionally, the classification shall ensure that every position is allocated to the appropriate classification and that a complete and continuous inventory of all classifications is kept.

2. Preparation and Content of Class Specifications

The City Manager/designee is responsible for preparing and maintaining class specifications for classified positions. The specifications include, but are not limited to, a list of typical duties, a summary of characteristics that distinguish it from, and place it in relation to, other classifications, and a statement of qualifications required to perform job duties.

3. Interpretation of Class Specifications

All class specifications describe typical duties that employees occupying positions in the class may properly be required to perform. Class specifications are explanatory but not restrictive. The listing of particular tasks does not preclude the assignment of other tasks of related kind or character or requiring different skills.

4. Adoption, Amendment, and Revision of Plan

The classification plan shall be adopted by the City Council and may be amended from time to time by the City Manager. The City Manager shall inform the City Council of all changes to the Rules. During the process of consideration, any recognized employee organization affected shall be advised. Amendments and revisions of the plan may be suggested by any interested party, including any recognized employee organization, and shall be submitted to the City Manager/designee.

5. Allocation of Positions

Following the adoption of the classification plan and consultation with any recognized employee organization affected, the City Manager/designee shall allocate every position to one of the classes established by the plan.

6. Reclassification

Positions, the assigned duties to which have been materially changed by the City so as to necessitate reclassification, whether new or already created, shall be allocated by the City Manager/designee as a new or more appropriate class. Reclassification shall not be used for the

purpose of avoiding restrictions concerning demotions and promotions, nor to effect a change in salary in the absence of a significant change in assigned duties and responsibilities.

Reclassification may be initiated by an employee for his/her own position, by the City Manager, or by a Supervisor or Department Director. Requests for reclassifications shall be made as part of the Annual Budget Process.

The procedure for a reclassification initiated by an employee shall be as follows:

- a. An employee may submit a written request for a classification review to his/her supervisor. The request shall provide written justification and a proposed job description to support the request. The supervisor and Department Director shall each independently review the request, determine its appropriateness; prepare recommendation for action; and forward to the City Manager/designee, who will acknowledge receipt of the request in writing to the employee and will consider the matter as specified in the preceding paragraph.
- b. The City Manager/designee may review requests for reclassification at any time but may/will defer recommendation (if any) to implement, and/or actual implementation if recommended to and approved by the City Manager, until annual budget matters are addressed or finalized.

## **B. COMPENSATION**

### 1. Definition

Compensation is the established wage reimbursement and benefits paid/provided for services rendered in the City service on an hourly or monthly basis. The City's compensation policy is to structure wage rates, benefits, and salary administration systems that are competitive, equitable, and adequate.

### 2. Preparation of Compensation Plan

The City Council may periodically modify the City's compensation plan. The compensation plan includes, for each class, a minimum and maximum salary rate and such intermediate rates as are considered necessary, as well as supplemental, retirement, insurance, and related fringe benefit provisions and additional authorized pay. Flat rates may be used instead of salary ranges where appropriate.

The rate or pay range assigned to each class shall reflect the differences in the duties and responsibilities among classes, the City's policies and financial condition, usual problems of recruitment and turnover, competitive posture within the appropriate market(s), and any other factors deemed relevant.

3. Administration of Plan

a. Rates of Pay

Each employee is paid a rate of pay within the salary range established for the class in which employed except in cases of reclassification or demotion to a lower salary range when a Y-rate may be used.

b. Entrance Salary

An employee normally shall be appointed at the minimum rate for the class, except when the appointing authority believes it is necessary to make an appointment, reinstatement, or rehire above the minimum rate. Authorization for appointment above the entrance rate must be obtained in advance from the City Manager.

c. Salary Adjustments

Employees may receive or be denied salary adjustments within the salary range applicable to their class. The purpose of the salary adjustment is to recognize individual employee performance.

1) Merit Increases / Full-Time Employees

Full-time employees are eligible, based upon merit at a satisfactory level or higher, as evaluated on the annual performance evaluation, for a compensation advancement to the next step upon becoming a regular employee or after the completion of a minimum of six (6) months of service in the new position. Eligibility for subsequent step advancement may occur based upon satisfactory or higher performance annually thereafter until reaching the top step. This period may be modified in conjunction with performance appraisal recommendations. Merit increases are not automatic and are to be based upon performance and are awarded at the discretion of the Department Director.

An employee reaching the top step (level “E”) is required to sustain performance at a level of satisfactory or greater to remain at the top step. Failure to perform at that level may result in placement at Step “D” until performance improves.

2) Merit Increases – Exceptional Performance

An employee may be eligible for step advancement sooner than the normal progression if the employee’s performance has been exceptional. This recommendation shall be made by the Department Director and approved by the City Manager.

3) Denial of Step Increases

A step increase may be denied if a written performance evaluation indicates less than satisfactory performance. At the time of step denial, the evaluator shall prepare a specific written program of development designed to address the areas of less than satisfactory performance.

Performance shall be re-evaluated quarterly or more frequently until an acceptable, satisfactory level of performance is achieved or the employee is otherwise disciplined or terminated. The duration of the development program may be as determined by the evaluator, appointing authority, and City Manager, but will not normally be less than three (3) months. If the employee’s performance reaches an acceptable level, his/her step increase may then be granted, as approved by the Department Director.

4) Downward Pay Adjustment

An employee’s pay may be reduced to a lower step or range as a disciplinary action or based upon a change in pay ranges as needed for the overall interest of the City. For represented employee’s, such reductions shall be governed by procedures established in current Memorandum of Understanding (MOU) of the respective employee organization(s). Reductions of pay or downward pay adjustments may also occur in cases of demotion.

d. Movement to a Higher Classification

Movement to a class having a higher salary range shall normally require assignment to the entrance step of the higher range. If the entrance step is lower than the employee's current salary, or the employee possesses unusually high qualifications and was previously granted an advanced step appointment, the employee may be paid at an intermediate or advanced rate within the range.

e. Movement to a Lower Classification

When an employee moves to a class having a lower salary range, the following shall hold:

1) Appointment

Placement in the step of the lower range nearest the employee's current rate of pay.

2) Reclassification

Retain current rate of pay (if higher than the top step of the new class) until such time that the assigned class has a salary rate that is equal to or higher than the Y-rate; if the current rate is less than the assigned class salary rate maximum, the appointment rule shall be followed; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s).

3) Demotion

Placement at any step in the assigned salary range is permissible; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s). The City Manager is authorized to assign pay steps to demoted employees.

4) Anniversary Date

Employee demoted, appointed, or reclassified to a lower position shall have no change made in their anniversary date; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s).

f. Transfer

When an employee is transferred from one position to another, the employee's pay and anniversary date shall remain unchanged; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s).

g. Acting Pay

When an employee is appointed to an acting position (working out of classification), he/she will receive acting pay within the range of the higher classification after five (5) consecutive working days of assignment.

h. Retroactive Pay

No retroactive pay is provided to employees unless specifically authorized by the City Manager or City Council.

i. Provisional Employees

Provisional employees shall be paid salary pursuant to their assigned position's classification as outlined in the Compensation Plan and may receive benefits as determined by the City Manager.

4. Salary Range Adjustments

Salary range adjustments are distinguished from merit salary increases, as they do not give recognition to length and quality of service. The review shall be conducted on an annual basis, and adjustments may be awarded by the Council based upon the financial condition of the City or other criterion considered appropriate by the City Council.

Compensation Plan and/or salary range adjustments are effective on the date specified by the City Council.

5. Partial Pay-Period Pay

Pay for employees working less than a complete schedule in a pay period shall be compensated by multiplying the number of compensable hours recorded during the pay period by the employee's hourly pay rate.

6. Overtime

a. Authorization

All overtime must be authorized by the appropriate Supervisor and recorded on the employee's payroll record.

b. Eligibility for Overtime Compensation

The City Manager shall determine which classifications are considered eligible for overtime compensation within the parameters of applicable federal, state, current Memorandum of Understanding (MOU) of the respective employee organization(s), and City policy.

c. Overtime Compensation

Overtime shall be compensated in accordance with current Memorandum of Understanding (MOU) of the respective employee organization(s).

Overtime shall not apply to those employees exempt under the Fair Labor Standards Act (FLSA). The City Manager shall determine the categories of exemption pursuant to FLSA.

d. Use of Compensatory Time Off

Compensatory time off may be accrued in accordance with current Memorandum of Understanding (MOU) of the respective employee organization(s) and Fair Labor Standards Act (FLSA). Pursuant to the requirements of the FLSA, the following criteria must be followed:

1) Compensatory time off must be provided at a premium rate equal to at least one and one-half hours for each hour of overtime compensation earned under the overtime provisions of Section 7 of the FLSA.

2) Compensatory time off must be provided in accordance with a collective bargaining agreement or some other agreement or understanding with employees.

~~3) Section 7 (o) of the FLSA limits the number of the comp-time hours that may be accumulated in an employee's comp-time "band" at any particular time. The limits are 480 hours for public safety, emergency response, and seasonal employees, and 240 hours for all other state and local employees.~~

34) The employee has the right to request the use of accumulated comp-time. Use of compensatory time-off earned shall be granted provided that: 1) its use does not

unduly disrupt the operation of the City; and 2) the request is made to the employee's department not later than five days prior to the time when the employee desires to use the leave. The City must allow for the use of the comp-time within a reasonable period following the employee's request to take time off unless the operation of the government would be unduly disrupted by the employee's absence from work. If the employee does not provide five days of notice, or the City can document that the use of compensatory time-off would unduly disrupt City operations, the City will cash out the compensatory time-off requested at the end of the current pay period in the regular pay check.

45) An employee shall receive cash at the employee's terminal salary rate for unused accumulated comp-time when employment is terminated.

e. Special Compensation Provisions

Standby, on-call pay provisions are addressed in the appropriate current Memorandum of Understanding (MOU) of the respective employee organization(s) and/or Salary Resolution.

**SECTION IV – RECRUITMENT AND SELECTION PROCESS**

**A. EXAMINATIONS**

1. Employment Testing

a. Nature and Types of Examination

Examinations will be designed to test factors related to the requirements of a specific position within a class specification. The selection techniques used in the examination process shall be impartial and related to those subjects that, in the opinion of the City, fairly measure the relative capacities of the persons examined to execute the duties and responsibilities of the class/position to which they seek to be appointed. Examinations may consist of a variety of testing/selection techniques.

The probationary period shall be considered a part of the examination process.

b. Promotional Examinations

Promotional examinations may be conducted whenever, in the opinion of the City Manager or designated representative or appointing authority, the needs of the City require. Promotional examinations may include any appropriate selection technique(s) as discussed in these rules.

c. Continuous Examination

Open competitive examinations may be administered periodically for a single class as the needs of the City require. Names may be placed on [eligibilityemployment](#) lists, and shall remain on such lists, as prescribed herein.

d. Conduct of Examination

The City may contract, at its discretion, with any competent agency or individual for the preparation of administration of examinations. In the absence of such a contract, the City Manager or designated representative shall see that such duties are performed.

e. Scoring Examinations and Qualifying Scores

An applicant's score in a given recruitment shall be the average of his/her scores on each part of the examination, weighted in a manner consistent with the requirements of the position and class specification as set forth in the Administrative Policy Manual.

The City Manager or designated representative or appointing authority may, at his/her discretion, include, as a part of the examination, tests that are qualifying only.

f. Notification and Review of Examination Results

Each applicant shall be given written notice of the success or failure of his/her examination effort.

Any applicant may inspect his/her own written examination papers within ten (10) working days after the notice or examination results are mailed. Oral interview rating sheets, test booklets, and related examination materials are not open to candidate inspection. Any error in computation, if called to the attention of the City Manager or designated representative or appointing authority within this period, shall be corrected. Such corrections shall not, however, invalidate or delay recruitment selection or appointment in process or previously made.

Note:

This section is not applicable to written examinations given to peace officer candidates when such examinations are obtained through State Cooperative Personnel Services or the Commission on Peace Officer Standards and Training (POST).

g. Other Testing

Post offer medical evaluations, fingerprinting, pre-employment substance and drug and alcohol testing, and other testing shall be completed if they are required in accordance with these Regulations will be done as deemed appropriate.

2. Background

Candidates testing for police department positions are subject to all California Peace Officer Standards and Training (POST) requirements and guidelines. Candidates testing for police department positions are subject to an extensive background investigation. The background investigation may involve a polygraph evaluation. Candidates will also be required to pass a psychological examination and complete medical examination. Peace officer candidates will be required to successfully complete a physical agility evaluation. Reserve Police Officer

~~candidates and part-time dispatcher candidates will also be required to complete the same background investigation and testing procedures as full-time candidates.~~

Other positions within the City may also require the applicant to pass an extensive background investigation. Whether or not background investigation will be conducted is at the discretion of the City Manager, and subject to the requirements of state and federal law.

All background investigations shall comply with all requirements of the Federal Fair Credit Reporting Act, as applicable, California Labor Code Section 1024.5 (which limits the categories of jobs or which an employer may request consumer reports) and the notice requirements contained in California Civil Code Section 1785.20.05. Candidates must execute an authorization and release form as part of their application.

3. Medical

Offers of employment are contingent upon the results of a uniformly applied job related pre-employment medical evaluation, consistent with business necessity. Offers of employment for some positions may also be contingent upon the results of a psychological examination. Such examinations shall be consistent with the requirements of Government Code Section 12940 and California POST requirements and guidelines. The request and receipt of medical information shall be limited to functional limitations only. The job-offer may be withdrawn if it is determined that:

- a. There is no reasonable accommodation that would enable the candidate to perform the essential functions of the job;
- b. Any accommodation for the candidate imposes an undue hardship on the City; or

The employee would pose a direct threat to his or her own health or safety or the health and safety of others. The results of medical examinations shall not be used as a basis for selection of the employee. Medical exams shall be permitted for positions authorized under the Americans with Disabilities Act (ADA).

~~Medical examinations may be required under the following circumstances:~~

- a) ~~In order to meet state and federal safety standards for the performance of job duties.~~
- b) ~~Whenever it is determined by the City Manager that reasonable cause exists to believe that work impairment or medical condition (s) may exist that may affect the candidate's ability to perform the essential job duties.~~

a-c. \_\_\_\_\_

~~All medical examinations will be performed by a licensed physician approved by the City Manager. All reports, examination results, or other information belong to the City, but shall be retained by the examining physician. Any such information shall be treated as confidential insofar as public law and these rules and regulations require.~~

~~Psychological testing is required for designated Police Department positions. Additionally, psychological testing may be required for other positions.~~

Before disqualifying an applicant on the basis of a medical exam or inquiry, the applicant is entitled to submit an independent medical opinion to the City before a final decision is made. Further, pursuant to state and federal law, the City must determine through an interactive process with the applicant whether the disabled candidate can perform the essential functions of the job with or without reasonable accommodation.

The City will pay the cost of any medical examinations required under this Section.

4. Eligibility List

a. Preparation and Availability

The City Manager shall prepare an ~~eligibility~~employment list consisting of the names of applicants who qualified in the examination, with the final scores determining those candidates who are "Qualified" and "Non-Qualified". Only those "Qualified" shall be maintained on the Eligibility List. Once interviewed by the appointing authority and determined to be unacceptable for the position, the applicant may be removed from the eligibility list.

b. Duration of List

Eligibility lists, other than those resulting from a continuous examination, shall remain in effect for six (6) months, unless sooner exhausted or abolished by the City Manager or designated representative. ~~Such lists may be extended, by action of the City Manager or designated representative.~~ Such lists may be extended by action of the City Manager or designated representative, for additional periods; but in no event shall an Employment List remain in effect for more than eighteen

(18) months. A Department Director may request the decertification of an Eligibility List when it contains less than three (3) names; or in accordance with current Memorandum of Understanding (MOU) of the respective employee organization(s).

c. Reinstatement List

The names of probationary and regular employees who have been laid off shall be placed on a reinstatement list in accordance with Section IX-D of the personnel regulations for a period one (1) year. This list will be considered first for the filling of any vacancy; or in accordance with current Memorandum of Understanding (MOU) of the respective employee organization(s).

d. Removal of Names from List

The names of any person appearing on any eligibility list may be removed by the City Manager or designated representative if:

- 1) the eligible person requests removal;
- 2) the applicant fails to respond to the notice of examination results mailed to the last known address within the time limit specified; or
- 3) for any of the reason specified under these regulations.

The person affected shall be notified of the removal of his/her name by notice mailed to his/her last known address. The names of persons on promotional employment lists who resigned from service shall automatically be removed from such lists.

5. Method of Filling Vacancies

a. Types of Appointment

Vacancies may be filled by transfer, promotion, demotion, reinstatement, rehire, or from eligibles certified by the City Manager or designated representative or appointing authority, from an appropriate list, when available. In the absence of persons eligible for appointment, provisional or acting/interim appointments may be made.

b. Notice of City Manager

Whenever a vacancy is to be filled, the appointing authority shall so notify the City Manager and request authorization to proceed.

c. Certificate of Eligibles

If there is no eligibility or reinstatement lists available for the class, the appointing authority may recommend to the City Manager to fill the vacancy by another method.

d. Regular Appointment

After interview and background investigation, the appointing authority makes the appointment(s) from among those certified. The appointed candidate shall present himself/herself to the City Manager for processing on or before the date of appointment. If applicable, the applicant must successfully pass a medical examination (including a pre-employment drug and alcohol screening if a determination has been made that such testing is necessary due to the special needs and specific nature of the position), present documentation of the right to work in the United States, and provide proof of a valid California Department of Motor Vehicles driver's license (when required in the job specification). Once these requirements, and confirmation of all other specialized requirements for a particular position, are satisfied, and the candidate is present for duty within such period of time as the appointing authority shall prescribe, he/she shall be deemed to be appointed; otherwise, he/she shall be deemed to have declined the appointment.

e. Provisional Appointment

In the absence of there being names of individuals willing to accept appointment from appropriate employment lists, a provisional appointment may be made by the appointing authority upon approval of the City Manager.

A provisional employee may be removed at any time without the right of appeal or hearing. A provisional appointee may receive similar fringe/compensation benefits as a probationary employee if approved by the City Manager. If a provisional appointee is selected for a full-time position with the City, the time served as a provisional appointee may be counted toward fulfillment of the required probationary period.

No special credit shall be allowed in meeting any qualifications or in the giving of any test or the establishment of any employment list(s) for service under a provisional appointment.

f. Acting/Interim Appointments

Acting/Interim appointments can be made under the same conditions as provisional appointments. Upon removal, the

individual returns to his/her regular position and pay. Further an acting/interim appointee shall continue to ~~receive~~ benefits as though still in his/her regular position.

#### **SECTION V – PROBATIONARY PERIOD**

The probationary period shall be regarded as a part of the testing process and shall be used for closely observing the employee's work and for securing the most effective adjustment of a candidate to his/her position. Initial and promotional appointments shall be tentative and subject to a probationary period of ~~not less than six (6) months actual service for Non-Police Department personnel and~~ twelve (12) months ~~for Police Department personnel~~.

Probation shall commence from the date of hire or promotion. In the event of work-related illness or injury requiring extended absence from work (more than five days), the number of days absent may be added to the length of the probationary period.

The probationary period may be extended in individual cases. The appointing authority may extend probation up to six (6) additional months. In such cases, the probationer will be informed in writing of the extension.

A performance evaluation is required upon completion of the probationary period prior to advancement to regular status. The appointing authority may conduct evaluations more frequently to address any performance issues during the probationary period.

**A. REGULAR APPOINTMENT FOLLOWING PROBATIONARY PERIOD**

The Department Director shall file a completed performance evaluation and a request for personnel action to advance the probationary employee to permanent status. If an unsatisfactory performance statement is filed, employment may be immediately terminated.

**B. RELEASE OF PROBATION**

During the probationary period, a probationer may be rejected at any time and without the right of appeal. Notification of rejection, in writing, shall be served by the appointing authority or City Manager.

**C. RELEASE FOLLOWING APPOINTMENT TO ANOTHER CITY POSITION**

Any probationer released during the probationary period, who previously held a regular position in regular non-probationary status and has been continuously employed since holding said position and status, may be reinstated to the previous position or a comparable one from which he/she came, unless there is no available position for the employee or unless charges are filed and the employee is discharged in the manner provided in these rules.

**SECTION VI – PERFORMANCE EVALUATION**

A Performance Evaluation System is essential to measure and record an employee's performance in his/her assigned duties in relation to (1) the City's mission, goals, and objectives; and (2) other performance criteria as prescribed for the employee's assigned position. In addition, the program is intended to assist in facilitating the professional development of the employee.

**A. PURPOSE**

The purpose of the Performance Evaluation Program is as follows:

1. Maintain and improve performance.
2. Provide an objective and fair means for measurement and recognition of individual performance.
3. Provide feedback regarding performance to the employee.
4. Provide a medium for personnel and career counseling.
5. Foster fair and impartial personnel decisions.
6. Facilitate proper decisions regarding probationary employees.
7. Identify training needs.

**B. PROCEDURE**

1. Performance evaluations will normally be completed by the employee's assigned supervisor.
  - a. It is incumbent upon the rating supervisor to discuss the employee's performance with each supervisor that the employee may have worked under during the rating period. He/she should incorporate that input into the present performance evaluation.
  - b. Should the employee's assigned supervisor be absent from duty for an extended period of time when the Performance Evaluation Report is due, another supervisor who has knowledge of the employee's performance during the rating period may be assigned to conduct the performance evaluation review.
2. Performance evaluations shall be based only on the employee's performance during the designated rating period.
3. Criteria used for a performance evaluation are to be specific to the position(s) held by the employee during the rating period.
4. Information from performance evaluation reports may be used as follows:
  - a. To determine the effectiveness of an employee in an assigned position.

- b. To assist in evaluating an employee's suitability for a new assignment, to assume increased responsibilities, and/or for promotion.
- c. To assist in establishing mitigating or aggravating criteria related to disciplinary issues.
- d. To identify substandard performance requiring alternative performance improvement measures.
- e. To assist in evaluating the effectiveness of Department operations, policies, and/or procedures.
- f. To aid in conducting training needs assessments.

5. Frequency of Evaluations

a. Probationary Employees

Employees on probation will have performance appraisals completed ~~every four months~~bimonthly. The final evaluation report will summarize the entire probationary period and will include a recommendation as to granting permanent status.

b. Permanent Employees

- 1) Employees who have completed probation will be evaluated yearly on their anniversary date or their promotion date.
- 2) Employees off probation, who are placed on a "Performance Improvement Plan", will be evaluated pursuant to the criteria established for the Performance Improvement Plan.

6. Notification of Evaluations

- a. It is the responsibility of the City Manager's Office to notify Department Directors regarding the due dates for employee evaluations.

7. Department Responsibilities

Each City department will establish a procedure to ensure performance evaluations are conducted for employees assigned to that department.

8. Evaluation of Department Directors

The City Manager is responsible for the annual evaluation of Department Directors. The evaluation shall be due on the anniversary for the Department Director.

9. Employee Response

The employee may comment on or explain any facet of the evaluation with which he/she may agree or dissent. The employee may discuss any disagreement he/she has with the evaluating supervisor or the department administrator. In addition, the employee may comment on any job-related performance issue that he/she felt was left out of the evaluation. An employee's written comment shall be a part of the final evaluation report. The employee's signature on the evaluation for does not imply concurrence. If indicated only that the report has been discussed with the employee.

10. Contested Performance Evaluation

Should an employee disagree with a Performance Evaluation Report, he/she may contest the evaluation through the grievance procedure as stated in the current Memorandum of Understanding (MOU) of the respective employee organization(s).

**SECTION VII – CHANGES IN POSITION**

**A. TRANSFERS**

An employee shall not be transferred to a position for which he/she does not possess the minimum qualifications. An employee may be transferred from one position to another position in a comparable class. For transfer purposes,

a comparable class is one with the same maximum salary, involves the performance of similar duties, and requires substantially the same basic qualifications.

If the transfer involves a change from one department to another, both Department Directors must consent thereto unless the City Manager orders the transfer for purposes of economy and efficiency. A transfer shall not be used to effect a promotion or demotion.

**B. PROMOTION**

Insofar as is consistent with the best interest of the City, vacancies in the classified services may be filled by promotion from within the classified service.

If, in the opinion of the City Manager and Department Director, a vacancy could be filled better by an open, competitive examination, then arrangements will be made for the preparation and certification of an open, competitive employment list.

Transfer of an employee to a higher range shall result in an increase in salary. The employee's salary shall be placed at a step in the new pay range that represents a minimum of a five percent (5%) pay increase unless dictated otherwise by the current Memorandum of Understanding (MOU). Promotion of an employee may be made with the approval of the City Manager or designated representative without testing or opening the position for consideration of all non-employees. All current employees shall be given consideration for a position opening that will be filled by promotion. An employee promoted to a new position shall serve a ~~twelvesix (126)~~ twelvesix (126) month probationary period in that position ~~(safety employees shall serve a one (1) year probationary period)~~. In the event the promoted employee is removed from the position to which promoted, the employee shall not be considered demoted but shall be returned to the range from which promoted. No changes in step shall occur as a result of an employee probationary period. ~~A promoted employee shall retain his/her salary anniversary date held prior to promotion.~~ An employee's promotion date will become their anniversary date for the purposes of performance evaluations and step and merit increases.

**C. TEMPORARY PROMOTION**

A temporary appointment, without examination, of an employee to a vacant position, or a position open for a limited period of time for emergency or interim conditions, may be made by the City Manager or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s).

**D. DEMOTION**

The appointing authority may recommend demotion of an employee whose ability to perform his/her required duties falls below satisfactory performance, or for disciplinary purposes. Upon request of the employee, and with the consent of the appointing authority, voluntary demotion may be made to a vacant position.

**E. RESIGNATION & JOB ABANDONMENT**

A resignation becomes final when accepted by the appointing authority. Once a resignation has been accepted by the appointing authority, it cannot be withdrawn.

An employee is deemed to have resigned if the employee is absent for five (5) consecutive workdays without prior authorization and without notification during the period of absence. On the third working day of unauthorized absence, the supervisor shall send an overnight letter to the employee's last known address, providing the employee with an opportunity to be heard and explain his or her absence, and informing the employee that if he or she fails to respond or otherwise report to work within two (2) workdays, or receive authorization for such absence, the employee will be deemed to have resigned. Employees separated from employment for job abandonment will be reinstated with such charge removed from the employee's record upon presentation of justification for absence such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. Except for the opportunity to be heard and to provide an explanation as to the reasons for the absence, employees have no right to appeal if deemed to have resigned as result of job abandonment.

**F. REINSTATEMENT AND REHIRE**

A regular or probationary employee who has resigned with a good record may be rehired, or a laid-off employee reinstated, within one (1) year of the effective date of resignation/layoff, to a vacant position in the same or comparable class. Upon rehire or reinstatement, the employee shall be subject to the probationary period prescribed for the class. No credit for former employment shall be granted in computing salary, vacation, sick leave, or other benefits except on the specific recommendation of the appointing authority and approval of the City Manager.

Any employee promoted to a new position whose performance is unsatisfactory may be reinstated in the position from which he/she was promoted provided the position or a comparable one from which he/she came is vacant and provided that the employee has not been dismissed from City service; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s).

**SECTION VIII – DISCIPLINARY ACTION**

- A. In administering these disciplinary procedures employees shall be afforded any and all protections and procedures provided by applicable provisions of law, including but not limited to the Public Safety Officers Procedural Bill of

Rights Act (Government Code Sections 3300 et seq.) and the Firefighters Procedural Bill of Rights Act (Government Code Sections 3250 et seq.).

These procedures shall only apply to the following disciplinary actions: suspensions, demotions, a reduction in pay or dismissal

**B. NOTICE OF DISCIPLINE**

Except in cases where public health or safety are threatened, notice of recommended disciplinary action shall be given by the ~~Supervisor to the~~ Department Director or his or her designee to ~~and~~ the affected employee not less than five (5) working days in advance of the date of a proposed suspension, demotion, or dismissal. Notice shall be served by personal delivery or first class mail and shall be deemed served when actually served or deposited with the U.S. Mail, with proper postage prepaid and addressed to the employee at his/her last known address; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s). The notice shall contain the following information:

1. The action proposed and effective date intended.
2. A statement of the rule(s) and/or regulation(s) allegedly violated.
3. The specific charges against the employee and reason(s) for the proposed action.
4. Availability of records and documentation on which the proposed action is based.
5. The employee's right to respond to the charges in writing or orally within five (5) days of receiving the notice; the employee's right to request that a pre-disciplinary hearing be held; and the employee's right to have a representative of the employee's choice present at the pre-disciplinary hearing; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s).

**C. PRE-DISCIPLINARY HEARING**

The pre-disciplinary hearing is an information meeting at which the employee has an opportunity to rebut the charges against him/her or to state any mitigating circumstances. Usually the Department Director or his/her designee will hear and consider the employee's response. The Department Director shall have the discretion to decide who shall conduct the hearing depending upon the severity of the proposed discipline and circumstances involved. The above hearing will also be in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s).

**D. NOTICE OF DISCIPLINARY ACTION**

Within ten (10) days of the pre-disciplinary hearing, the Department Director or his/her designee, who held the pre-disciplinary hearing, shall forward a notice of the action to be taken and effective date to the employee according to Subsection A above; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s).

**E. APPEAL OF DISCIPLINARY ACTION**

~~1. Method of Appeal~~

Appeals shall be in writing by the employee appealing and containing a brief statement about the action being appealed and the reason(s) the employee believes the disciplinary action is not appropriate. The letter of appeal shall be filed with the City Manager within five (5) business days of receiving the notice of disciplinary action.

Upon the filing of an appeal, the City Manager shall set a date for a hearing on the appeal not less than ten (10) days nor more than sixty (60) days from the date of filing. The City Manager or designated representative shall notify all interested parties of the date, time, and place of hearing. The City Manager will also designate a Hearing Officer, who may be either the City Manager or another individual selected by the City Manager.

Upon the filing of an appeal, the Hearing Officer may make such independent investigation of the matter, as he/she may deem necessary. The results of such investigation shall be made a part of the record of the proceedings, and the appellant shall have the right to have a reasonable time, which shall be within ten (10) business days, within which to answer or to present evidence in opposition to the findings of this independent investigation.

**F. HEARING**

The appellant shall appear personally, unless physically unable to do so, at the time and place of the hearings. The appellant may be represented by any person or attorney as may be arranged for by the appellant and may at the hearing produce relevant oral and/or documentary evidence.

The hearing shall proceed in the following order, unless the Hearing Officer for special reason otherwise directs:

1. The appellant shall state the issue being appealed in the form of an opening statement.

2. The party imposing such disciplinary action shall be permitted to make an opening statement and shall present the evidence supporting the action.
3. The appellant may then open his/her defense and offer his/her evidence in support of his/her position.
4. The parties may then, in order, respectively offer rebutting evidence only, unless the Hearing Officer for good reason permits them to offer evidence upon their original case.
5. Arguments shall be permitted at the discretion of the Hearing Officer.
6. Cross-examination of witnesses shall be permitted. The conduct and decorum of the hearing shall be under the control of the Hearing Officer, with due regard to the rights and privileges of the parties appearing before it.
7. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be closed unless the appellant, in writing, requests an open hearing and the Hearing Officer agrees.
8. The Hearing Officer shall determine relevancy, weight, and credibility of testimony and evidence and shall base his/her findings on the evidence presented.

The hearing shall be recorded, and a copy of the tape of proceedings shall be made available to the appellant.

During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

**G. FINDINGS OF THE HEARING OFFICER**

1. Timetable for Recommendations

The Hearing Officer shall render his/her findings and recommendations as soon after the conclusion of the hearing as possible, but no later than fifteen (15) working days after conducting the hearing unless otherwise stipulated by the parties. His/her decision shall set forth the recommendations as to each of the charges and the reasons therefore.

2. Findings of the Hearing Officer

The Hearing Officer may recommend the sustaining or rejecting of any or all of the charges filed against the employee(s). He/she may recommend sustaining, or rejecting, or modifying the disciplinary action invoked against the employee(s).

3. Final Decision

The findings of the Hearing Officer shall be advisory only to the City Manager if the Hearing Officer is someone other than the City Manager. If the Hearing Officer is the City Manager, the findings shall be final.

4. Notification

The Hearing Officer shall send a notice of his/her findings to the employee(s) that is (are) being disciplined within ten (10) business days of his/her findings in accordance with the notification procedures in Subsection A of this section.

**H. APPEAL OF FINDINGS BY HEARING OFFICER OTHER THAN CITY MANAGER**

1. Filing an Appeal

Either the appellant or the appointing authority of the affected employee(s) may file a written appeal to the proposed decision, finding, and conclusions of the Hearing Officer, when the Hearing Officer was someone other than the City Manager, within ten (10) business days of the Hearing Officer's decision by filing exceptions thereto.

2. Timetable for Appeal

The appeal shall be filed in writing to the City Manager within ten (10) business days of the Hearing Officer's decision.

3. Timetable for Appeal Response

Within ten (10) working days of receiving an appeal to the Hearing Officer's findings, the City Manager shall review the decision of the Hearing Officer; any information presented by the appellant; and the record of the meeting. The City Manager may ratify, modify, or reverse the proposed decision of the Hearing Officer. The decision of the City Manager shall be final.

**I. RETRIBUTION FOR APPEAL**

No employee shall be penalized in any way for availing him/herself of the disciplinary appeal process.

**J. ASSISTANCE FOR DISCIPLINING DEPARTMENT**

The appointing authority may seek the assistance of the City Manager or a Department Director throughout the disciplinary process. The City Manager or assisting Department Director may be present at any of the disciplinary meetings.

**K. DISCIPLINARY ACTION**

The following are approved disciplinary actions for City employees:

1. Reprimand:

The censure of a member for a violation.

- a. Oral Reprimand – A reprimand that is documented on a Disciplinary Action Memorandum [and/or Supervisor's Report](#).
- b. Letter of Reprimand – A reprimand reduced to writing and made a part of the employee's [personnel](#) file.

2. Suspension:

A relief from duty, without pay, for a period not exceeding thirty (30) working days.

Suspensions of FLSA-exempt employees shall be in accordance with the requirements of applicable Department of Labor (DOL) regulations, and may include suspensions for violations of "workplace conduct" policies as set forth in these Regulations that are applicable to all employees, such as violations of sexual harassment, drug and alcohol, and workplace violence prohibitions or violations of state or federal laws. DOL regulations do not permit suspensions for less than a pay period for attendance or performance related violations, and such suspensions may only be in one week work increments.

3. Reduction in Pay:

Loss of pay for a specified period of time.

4. Demotion:

A reduction to a position of lower class or rank.

5. Dismissal:

A termination of employment.

**SECTION IX – GRIEVANCE PROCEDURE**

**A. PROCEDURE**

The Grievance Procedure affords employees a systematic means of obtaining consideration of concerns or problems, provides settlement as near as possible to the point of origin; and appeals are as informal as possible.

**B. MATTERS SUBJECT TO GRIEVANCE**

(Also refer to the current Memorandum of Understanding (MOU) of the respective employee organization(s)).

Only a full-time employee, governed by these regulations, may file a grievance regarding matters of alleged violation of these rules, alleged improper treatment of an employee, or decisions affecting an employee's employment. However, disciplinary matter, or matters previously appealed through the appropriate Memorandum of Understanding (MOU) grievance procedure are not subject to this procedure.

**C. GRIEVANCE PROCEDURE PROCESS**

(Also refer to the current Memorandum of Understanding (MOU) of the respective employee organization(s)).

Any employee who has a grievance shall first try to resolve it through a discussion with his/her immediate supervisor within ten (10) business days of the incident leading to the grievance. Every effort shall be made to find an acceptable solution at the lowest possible level of supervision.

If, after such discussion, the employee does not believe the grievance has been satisfactorily resolved, he/she may file a formal appeal in writing to the Department Director within seven (7) business days after receiving the informal decision of the immediate supervisor.

The Department Director receiving the formal appeal shall render a written decision and comment to the employee within seven (7) business days after receiving the appeal.

If, after receipt of the written decision of the Department Director, the employee is still dissatisfied, he/she may appeal the decision of the Department Director to the City Manager. Such appeal shall be made by filing a written appeal to the City Manager within seven (7) days after receipt of the written decision of the Department Director, and his/her decision shall be rendered in writing within twenty (20) days after the appeal is made. If the employee is not satisfied with the decision of the City Manager, he/she shall have the right to further action if so stipulated by the current Memorandum of Understanding (MOU).

Grievance appeals, or the circumstances or allegations that prompted them, are not subject to additional action under any other grievance or disciplinary appeal procedures within these rules or the applicable Memorandum of Understanding (MOU) of the respective employee organization(s).

**D. CONDUCT OF GRIEVANCE PROCEDURE**

(Also refer to the current Memorandum of Understanding (MOU) of the respective employee organization(s)).

Time limits specified above may be extended by written mutual agreement of the employee and the reviewer concerned.

The employee may request the assistance of another person of his/her choice appeal to any level of review.

The employee and his/her representative may be privileged to use a reasonable amount of work time as determined by the appropriate appointing authority or supervisor in conferring about and presenting the appeal.

The employee is assured freedom from reprisal for using the grievance procedure.

**SECTION X – LAYOFF PROCEDURE**

**A. DEFINITION**

A layoff means a separation resulting from lack of work, lack of funds, abolishment of a position, or elimination or reduction in service level as considered necessary by the City Council. The employee holding such a position or employment may be laid off without right of appeal.

Whenever, in the judgment of the City, it becomes necessary to make a reduction in force, whenever possible, said reduction shall be accomplished through attrition.

No regular or probationary employee shall be laid off while a temporary employee is serving in the same classification in that department; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s).

**B. NOTIFICATION**

Employees subject to a reduction in force shall be given, whenever possible, at least thirty (30) calendar days prior to notice. The respective employee unions shall receive concurrent notice and may be granted an opportunity to meet and consult with the City to discuss proposed alternatives to a reduction in force. The notice for reduction in force shall include the reason for layoff, effective date of the action, and an explanation of how the seniority was determined.

Layoffs that result from a reduction in force shall be made without regard to an employee's political affiliation, perceived or actual religion, sex (gender), sexual orientation, marital status, national origin (including language use restrictions), ancestry, disability (mental and physical, including HIV and AIDS), medical condition (cancer/genetic characteristics), age (40 and above), request for family care leave, request for leave for an employee's own serious health problem, request for pregnancy disability leave, or any basis protected by law race, religion, color, gender, gender identity, gender expression, genetic information, marital status, national origin, ancestry, citizenship, age, or physical disability, medical disability, medical condition (including pregnancy, child birth and cancer related conditions or genetic characteristics), sexual orientation or any basis protected by law race, color, religion, national origin, sex, age, or disability.

**C. ORDER OF LAYOFF**

Temporary employees within a certain classification and/or department shall be the first subject to layoff, followed by probationary employees. For regular permanent employees, layoffs shall be governed by skills and capabilities, job performance, seniority, and general needs of the City within a particular department and/or job classification; or in accordance with the current

Memorandum of Understanding (MOU) of the respective employee organization(s).

In cases where there are two or more permanent employees in the classification from which the layoff is to be made, such permanent employees shall be laid off in inverse order of seniority; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s). In cases where two or more employees in the classification from which the layoff is to be made who have the same seniority date, such employees shall be laid off on the basis of the skills, capabilities, job performance and general needs of the City, as determined by the City Manager.

**D. REINSTATEMENT**

If a laid-off employee's position, or similar position to which the City determines the former employee is suited, becomes available within nine (9) to twelve (12) months of layoff, said former employee shall be reinstated; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s). If a job in a lower classification becomes available and a former employee is qualified, in the judgment of the City, he/she may be rehired in the lower classification's position opening; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s).

**SECTION XI – SEPARATION**

**A. SEPARATION**

An employee may be separated at any time with advance approval from the City Manager as provided for in the personnel regulations; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s). Separation may occur due to resignation, termination, ~~or retirement removal, retirement, or medical reasons.~~

1. Resignation

An employee wishing to leave City employment in good standing shall file, with his/her Department Director and the City Manager, a written resignation stating the effective date and reason for leaving. The written resignation should be submitted at least two (2) weeks before leaving, unless such time limit is waived by the City Manager. The employee shall report to the City Manager or designated representative for an exit interview prior to leaving employment; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s).

~~2. **MEDICAL SEPARATION**~~

~~An employee may be separated for medical reasons when a chronic or frequently recurring mental or physical condition renders the employee inefficient or incapable of performing the essential job duties of this position. At the request of the appointing authority, the City Manager may require an employee to submit to an examination by one or more medical examiners. If the results of the examination indicate that the employee is incapacitated for performance of essential job duties, the employee may be placed on sick leave or other leave as accrued as a preliminary to restoration of adequate mental or physical fitness or disability retirement or disability separation. A reasonable effort shall be made to accommodate any employee that becomes disabled; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s).~~

2. Dismissal

The involuntary separation with cause of a non-probation, full-time employee from City service.

3. Probationary Termination

During the probationary period, an employee may be terminated at anytime by the appointing authority without cause and without the right of appeal or hearing.

- ~~5. The termination of an employee due to physical or mental inability to perform assigned duties after an employee has become eligible for benefits under the Public Employee's Retirement System is the basis for a disability retirement.~~

## SECTION XII – EMPLOYEE RESPONSIBILITIES AND BENEFITS

### A. LEAVE OF ABSENCE

#### 1. Annual Leave

##### a. Accrual and Conversion

Regular, full-time management employees shall accrue annual leave with pay to be used as leave for vacation, illnesses, and other personal purposes. Management employees shall accrue, use and be able to convert such paid leave ~~as provided by this provision to be used in the future or may convert annual leave to salary compensation as set forth in the Management Salary and Benefit Resolution.~~

~~under the conditions contained in these regulations.~~

##### a. ~~Accumulation Rates:~~

~~Management employees shall accrue annual based upon the following schedule:~~

~~1) Management employees with less than five (5) years of service shall earn annual leave at the rate of 29 days (232 hours) per year;~~

~~2) Management employees with five (5) to ten (10) years of service shall earn annual leave at the rate of 31 days (248 hours) per year;~~

~~3) Management employees with ten (10) to fifteen (15) years of service shall earn annual leave at the rate of 33 days (264 hours) per year; and~~

~~4) Management employees with over fifteen (15) years of service shall earn annual leave at the rate of 34 days (272 hours) per year.~~

~~5) New full-time management employees shall be granted fifty-six (56) hours of Annual Leave upon hiring. However, additional Annual Leave shall not be accumulated until after completion of three (3) months of continuous service. If a new management employee terminates during the first three months of employment, the Annual Leave balance shall reflect the actual amount that would have been accumulated at the established rate per pay period, less any usage. If the employee's usage of Annual Leave exceeds the adjust accumulation amount, the employee shall refund the excess amount used. The refund to the City shall be equal to excess hours used times the employee's hourly salary compensation rate.~~

~~b. Maximum Accumulation:~~

~~The maximum accumulation of annual leave shall be 750 hours. If an employee has accumulated the maximum number of hours, accumulation of annual leave will be discontinued. Accumulation shall resume on the first day of the pay period following a reduction in accumulations below the maximum allowed.~~

~~c. Conversion to Salary:~~

~~A management employee may convert a maximum of 100 hours of annual leave to salary compensation per year. Such conversions shall be allowed at the first pay period in July and at the first pay period in December of each year. In order to be eligible to convert annual leave to salary compensation, the employee must: a) convert a minimum of sixteen (16) hours to pay; and b) upon making the conversion to pay, the employee must be left with a minimum of 160 hours of annual leave.~~

~~1) Employees who are promoted or reclassified into a management position and were not subject to the annual leave program for the entire twelve (12) month period shall be allowed to include previous vacation and sick leave use as annual leave for the purpose of this provision.~~

b. Notification and Approval

Annual leave shall be scheduled in advance by the employee whenever possible, subject to the approval of the department director. It is the responsibility of the employee to provide the supervisor or Department Director with reasonable notice of an absence. The Department Director shall have the authority to

approve or deny the use of annual leave for any period of absence. The scheduling of the use of annual leave shall be by the department director with due regard to the wishes of the employee and particular regard for the needs of the City. Employees who are off for over three (3) days extended periods due to illness or injury may be required to provide a physician's statement authorizing their return to work.

Reasonable absences of less than eight (8) hours shall not be debited against annual leave. Such absences should have the prior approval of the employee's supervisor and/or City Manager.

~~\_\_\_\_\_ e. \_\_\_\_\_ Separation from Employment:~~

~~\_\_\_\_\_ Management employees who separate their employment from the City shall have all annual leave accumulations converted to salary compensation at the employee's current rate. Compensation shall be paid in one lump sum. Annual leave shall not be used to extend an employee's actual date of separation. When notice is given by an employee that he/she is terminating, the use of annual leave shall be suspended. The only exception to this provision is that with the approval of the employee's supervisor, the employee may be granted short term leave (one (1) to three (3) days) to attend to personal business. However, such short term leaves may be conducted consecutively and with a frequency to create in effect, a long term leave.~~

~~\_\_\_\_\_ f. \_\_\_\_\_ Service Credit Conversion:~~

~~\_\_\_\_\_ 1) \_\_\_\_\_ Upon retirement an employee may have unused annual leave converted to Service Credit with the Public Employee's Retirement System (PERS).~~

~~\_\_\_\_\_ 2) \_\_\_\_\_ Annual leave will be converted to sick leave for PERS at the rate of one (1) hour of annual leave equals one (1) hour of sick leave.~~

~~\_\_\_\_\_ 3) \_\_\_\_\_ When unused annual leave is converted to sick leave, for a service credit conversion, an employee may not receive additional cash compensation for the unused leave.~~

~~\_\_\_\_\_ g. \_\_\_\_\_ Conversion of Sick leave and Vacation Leave to Annual leave;~~

~~\_\_\_\_\_ Employees who are promoted or reclassified into a management position shall convert their sick leave and vacation leave accumulation to annual leave.~~

~~\_\_\_\_\_ 1) \_\_\_\_\_ Sick leave accumulations shall be converted to annual leave at the rate of one (1) hour of sick leave equals .5 hours of annual leave.~~

~~2) Vacation leave accumulations shall be converted to annual leave at the rate of one (1) hour of vacation leave equals one (1) hour of annual leave.~~

2. Military Leave

~~It is the City's policy to compensate permanent, full-time employees required to serve in an active duty military camp as the result of membership in the National Guard or Reserves. All full-time employees taking military leave will be entitled to full City pay and benefits as required by state statute. The employee will also continue to accrue vacation and sick leave at his/her normal rate, provided the period of active duty does not exceed thirty (30) days per year.~~

~~All military leave in excess thirty (30) calendar days per year, if granted by the City, shall be without City pay or City-paid benefits and shall be for a period not to exceed forty-eight (48) working days per calendar year.~~

~~Every employee of the City shall be granted military leaves of absence and other benefits in accordance with the provisions of state and federal law. An employee requesting leave for this purpose shall provide the Department Director, whenever possible, with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the Department Director may determine when the leave is to be taken and may modify the employee's work scheduled to accommodate. The employee may retain his/her City benefits, such as medical insurance, by paying all premiums.~~

~~The City may elect to replace the employee in his/her position in the event the employee takes more than forty-eight (48) working days per calendar year.~~

3. Jury Duty

The City desires that its employees perform their duty as jurors when called upon. To ensure that this may be done without disrupting normal City business, the following procedure has been adopted:

Full-time employees shall be granted leave with full pay and no loss in benefits when called for jury duty if the employee remits jury fees received for such jury duty. The employee may retain all travel pay or subsistence pay granted by the court because of the employee's participation in jury duty. The employee shall be responsible for notifying his/her supervisor as soon as possible upon receiving notice to appear for jury duty, make every reasonable effort to keep his/her supervisor advised as to the anticipated length of service, and return to work immediately following the end of jury duty service.

4. Family Care Leave

To the extent not already provided for under current leave policies and provisions, the City will provide family and medical care leave for eligible employees as required by state and federal law, and as set forth in the City's administrative policies.

Pursuant to the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), employees who have worked at least 1,250 actual hours during the 12 months prior to the requested leave, are covered by the provisions of FMLA and CFRA.

FMLA and CFRA provide up to 12 work weeks for the following reasons:

An employee's own serious health condition;

Care of a newborn child, newly adopted child, or care of a child newly placed in foster care;

The care of a spouse, child, or parent with a serious health condition;

Time taken to care for a domestic partner is covered by CFRA, but not FMLA;

Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty; or

Disabilities due to pregnancy or pregnancy-related conditions are covered under FMLA, but not the CFRA. In California pregnancy and pregnancy-related disabilities are covered under the Pregnancy Disability Leave Act (PDL).

~~Pursuant to the State and Federal Leave Acts, the following is provided for all employees who have been employee a minimum of 12 months and have worked at least 1,250 hours during the 12-month period preceding leave:~~

- ~~1. Up to 4 months (88 workdays) unpaid leave in a 24-month period. Intermittent leave is allowed.~~
- ~~2. Leave may be taken for: 1) birth of and care of newborn child; 2) placement of child with employee for adoption or foster care; 3) to care for spouse, child, or parent having serious health condition; and 4) employee's own serious health condition.~~

- ~~a. The City may require certification from a licensed health care provider of the employee's child, spouse, or parent who has a serious health condition before approving a family care leave.~~
- ~~3. The employee's insurance including medical, dental, vision, and life insurance, will be maintained under the same conditions as if the employee were still working.~~
- ~~4. Request for leave must be made 30 days prior to leave, if foreseeable.~~
- ~~5. Employee may use accrued vacation, holiday, or personal leave during family leave. Sick leave may be used for employee and/or immediate family illness or disability.~~
- ~~6. Upon return to work, employee will be restored to same or equivalent position with equivalent benefits.~~

~~All other provisions of the State FGLA and Federal FMLA apply. There are certain exceptions and family care leave, and the City is legally permitted to deny a request for such leave under certain conditions.~~

#### 5. Pregnancy Disability Leave

- a. Pursuant to California law, Pregnancy Disability Leave ("PDL") will be granted for up to four (4) months, or the working days in one-third of a year or 17 1/3 weeks, depending on the period(s) of actual disability, providing unpaid leave for an employee disabled as a result of pregnancy, childbirth, or a related medical condition. Time off needed for prenatal or postnatal care, doctor-ordered bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, childbirth, postpartum depression, loss or end of pregnancy, or recovery from childbirth or loss or end of pregnancy would all be covered by PDL. An employee is considered disabled if she is unable to perform one or more essential functions of her job due to her pregnancy or a related health condition.

An employee applying for PDL must provide medical verification from her doctor. Advance notice of thirty (30) days is required if the need for taking PDL is foreseeable. Notice must be given as soon as practicable if the need for PDL arises suddenly and without time to give thirty (30) days' notice.

During PDL, the employee's insurance through the City, including medical, dental, vision and life insurance, will be maintained under the same conditions as if the employee were still working.

An employee on PDL shall use any accrued sick leave during the otherwise unpaid portion of her PDL. An employee may elect, at her option, to use any vacation time or other accrued personal time off that the employee is otherwise eligible to take during the otherwise unpaid portion of her PDL.

~~After the period of PDL, an employee is generally guaranteed a return to the same position. If the employee cannot be placed in the same job, the employee must generally be offered a comparable position.~~

~~An employee on PDL shall retain employee status during the period of PDL. PDL shall not constitute a break in service for purposes of longevity and/or seniority under any employee benefit plan. Benefits will be resumed upon the employee's reinstatement in the same manner and at the same levels as provided when the leave began, without any new qualification period or physical exam.~~

6. Sick Leave

a. Definition

~~Sick leave is defined as leave from duty which may be granted by the City to an employee because of illness, injury, exposure to contagious disease, illness or injury of the employee's immediate family requiring the employee's attendance, and medical, dental and optical appointments to the extent that such appointments cannot be scheduled outside of the workday.~~ time off with pay when it is occasioned by genuine illness, physical injury, necessary medical appointment, or physical disability to the employee and An immediate family member shall consist of the employee's child, domestic partner's child, step-child, parent, spouse, or domestic partner of the employee, or other members of the employee's family residing in the employee's home or primarily dependent upon the employee.

~~who is a child, parent, or spouse of the employee.~~

b. Accrual and Conversion

~~Eligible full-time employee(s) in City service shall accrue, use and be able to convert sick leave as set forth in the current Memorandum of Understanding (MOU) of the respective employee organization(s). covered under rules accrues one (1) day of sick leave with pay for each month of service, with unlimited accumulations.~~ Management employees who receive annual leave as prescribed in Section XII.A.1 of these regulations are not eligible to receive sick leave.

~~Employees designated as permanent part-time employees prior to \_\_\_\_\_, 2014 shall continue to earn sick leave at the rate of one (1) hour of sick leave for every twenty-two (22) hours worked. The maximum accumulation of sick leave for a permanent part-time employee is eighty (80) hours. All other part-time employees shall not receive sick leave benefits.~~

~~Permanent part-time employees shall earn sick leave at the rate of one (1) hour of sick leave for every 22 hours worked. The maximum accumulation of sick leave for a permanent part-time employee is 80 hours.~~

c. Notification

~~Any employee who is absent because of sickness or other physical disability shall notify the immediate supervisor or Department Director as soon as possible, but in any event, within two (2) hours from the start of his/her shift. Department Directors may specify select positions that are required to provide such notice prior to the start of the work shift. Any employee who fails to comply with this provision without having a valid reason will be placed on leave of absence without pay during the unexcused absence and be subject to disciplinary action in accordance with established procedures.~~

The Department Director may require written proof of illness from an authorized medical authority at the employee's expense for sick leave use in excess of three (3) consecutive working days.

In the event an employee is absent due to disability incurred on duty, the employee may use a portion or all of his/her accumulated sick leave to supplement compensation received under the Workers' Compensation Act of California in an amount not to exceed the employee's regular rate of pay. This shall not apply to public safety personnel who are receiving benefits under Section 4850 of the Labor Code.

~~Upon retirement a full-time employee may choose to be paid for 50% of unused sick leave, to a maximum of 360 hours at his/her current rate of pay, or all hours or a portion of the foregoing entitlement, to his/her Public Employee's Retirement System (PERS) program.~~

~~On December 1<sup>st</sup> of each year, a full-time employee has the option of being paid straight time for 25% credit to vacation or leaving the 25% credit in sick leave. Such pay shall be paid the second Friday in December.~~

6. Holiday Leave

All full-time permanent employees of the City shall receive holiday pay as set forth in the Management Salary and Benefit Resolution or the current Memorandum of Understanding (MOU) of the respective employee organization(s). ~~except designated police personnel who receive holiday pay in lieu thereof, shall receive the following paid holidays:~~

- ~~\_\_\_\_\_ New Year's Eve, December 31, half day~~
- ~~\_\_\_\_\_ New Year's Day, January 1~~
- ~~\_\_\_\_\_ Martin Luther King Day, third Monday of January~~
- ~~\_\_\_\_\_ Lincoln's Birthday, February 12 (or day of observance)~~
- ~~\_\_\_\_\_ Washington's Birthday, third Monday of February~~
- ~~\_\_\_\_\_ Memorial Day, the last Monday in May~~
- ~~\_\_\_\_\_ Independence Day, July 4~~
- ~~\_\_\_\_\_ Labor Day, November 11 (or day of observance)~~
- ~~\_\_\_\_\_ Thanksgiving Day, fourth Thursday in November (or day of observance)~~
- ~~\_\_\_\_\_ Day following Thanksgiving~~
- ~~\_\_\_\_\_ Christmas Eve, December 24, half day~~
- ~~\_\_\_\_\_ Christmas Day, December 25~~
- ~~\_\_\_\_\_ One Floating Day per Fiscal Year (employee choice with Supervisor approval)~~
- ~~\_\_\_\_\_ Every day designated by the President, Governor, or Mayor for public observance as a special nonrecurring single event, such as the death of a national leader or end of war.~~
  
- ~~\_\_\_\_\_ Designated police personnel may be provided pay per month in lieu of holiday leave, in accordance with the current Memorandum of Understanding (MOU).~~
  
- ~~\_\_\_\_\_ All holidays in the above schedule that fall on a Saturday will be observed on the preceding Friday; all holidays in the above schedule that fall on a Sunday will be observed on the following Monday; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s).~~

7. Bereavement Leave

Each full-time City employee is entitled to a paid bereavement leave of absence, not to exceed five (5) days or forty (40) hours, in the event of the death of a member of the employee's immediate family, to include an employee's ~~or spouse's~~ or domestic partner's parents, spouse, children, brother, sister, stepchildren, grandparents, grandchildren, aunt, uncle, son-in-law, daughter-in-law, step relatives described above, or any other person residing in the same household, for the purpose of attending the funeral and making other arrangements at the time the loss occurs. Such leave is independent of sick leave or vacation leave.

8. Catastrophic Leave

Upon request of an employee eligible for sick leave accrual and approval from the City Manager, sick leave credits may be transferred from one or more employee(s) to another, under the following conditions:

- a. The receiving employee faces financial hardship due to injury, prolonged illness, or medical condition of the employee, spouse, domestic partner or child.
- b. The receiving employee has exhausted all paid sick and vacation leave credits.
- c. Vacation leave, compensatory time, and holiday credits cannot be transferred.
- d. Donations must be in whole-hour increments and may not exceed twenty-four (24) hours by donating employee.
- e. Provisions of this catastrophic leave program are not subject to any grievance or arbitration article to the Personnel Regulations or any current Memorandum of Understanding.
- f. Annual Leave may be converted to sick leave under the provisions of this section. Such conversion will be based on one (1) hour of sick leave for each hour of contributed annual leave.

9. Leave Without Pay

The City Manager may grant a permanent employee leave of absence without pay or seniority upon written request to the City Manager in which employee demonstrates the leave is necessary for personal reasons beyond his/her control or will serve to improve his/her ability as an employee of the City. Such leave may be granted up to a maximum of one (1) year. Upon expiration of a regular approved leave of absence without pay, the employee shall be reinstated in the position held at the time the leave was granted.

Failure on the part of an employee to report promptly at leave expiration shall be cause for discharge; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s).

During the leave period the City will not pay employee benefits; however, the employee may elect to maintain City medical insurance coverage for the employee and dependents at the employee's sole expense if such coverage of all individuals is in effect sixty (60) days prior to leave application to the City Manager.

The exception to this provision are those leaves pursuant to the Federal and State Family Leave Acts that allows the employee to receive City-paid benefits for twelve (12) weeks.

In the event the absence is requested for medical reasons, the employee shall provide a medical certification by a licensed health care practitioner, recommending the absence, and shall provide such medical progress reports as deemed necessary by the City Manager.

The decision by the City Manager to grant such leave shall be based upon recommendation by the Department Director and shall include consideration of the staffing levels and the impact upon services and the employee's department during the absence, if granted.

Department Directors may grant a permanent employee leave of absence without pay for a period not to exceed one (1) calendar week. All leaves of absence without pay shall be reported to the City Manager.

**10. School Leave**

Pursuant to Section 230.8 of the Labor Code, any City employee who is a parent, guardian or grandparent having custody of one or more children in kindergarten or grades 1 through 12 or attending a licensed day care facility shall be allowed up to forty (40) hours each school year, not to exceed eight (8) hours in any calendar month of the school year, to participate in activities of the school of their child.

Such employee must provide advance notice of the planned absence. The employee shall use vacation and/or compensatory time off during the absence. The employee may also take time off without pay for such absences. The City may require the employee to provide documentation from the school as verification that the employee participated in school activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody, are employed by the city, only the first parent requesting shall be entitled to leave under this provision.

**11. Time Off to Vote**

Pursuant to Elections Code Sections 14000 et seq, if an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may take up to two (2) hours off without loss of pay at the beginning or end of the day. Prior approval for this time off by the employee's supervisor is required.

**B. VACATION**

The purpose of annual vacation leave is to enable each eligible employee to annually return to his/her work mentally and physically refreshed. City employees become eligible to use accumulated vacation time upon accrual. Management employees who receive annual leave as prescribed in Section XII\_A.1. of these regulations are not eligible to receive vacation time.

Employees cannot accumulate vacation time while on a Leave of Absence or an Off-Duty status. Vacation time will not be charged to holidays falling within a vacation period. If for any reason an employee becomes ill during a vacation, the affected employee shall be entitled to utilize such available sick leave in lieu of vacation leave. The vacation period may be appropriately extended upon approval of the supervisor and/or Department Director or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s).

Each eligible employee shall be required to have served the equivalent of one (1) year of continuous service in the City in order to be eligible for his/her annual vacation leave. However, in the event an employee so chooses, he/she may, after six (6) continuous months of service, take vacation leave not to exceed five (5) working days, with the supervisor and/or Department Director's approval; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s).

The City's procedure for scheduling vacations is to submit a request in advance for a specific time. This request will be subject to the approval of the employee's Department Director.

Vacation time is accrued monthly. Full-time employees shall accrue, use and be able to convert vacation time as set forth in the current Memorandum of Understanding (MOU) of the respective employee organization(s). Employees designated as permanent part-time employees prior to April 1, 2014 shall continue to earn vacation leave at the rate of one (1) hour of vacation leave for every twenty-six (26) hours worked. The maximum accumulation of vacation leave for a permanent part-time employee is 80 hours. All other part-time employees shall not receive vacation leave benefits.

based on the following schedule:

|                      |                                     |
|----------------------|-------------------------------------|
| <u>0 – 1 Year</u>    | <u>Ten (10) days per year</u>       |
| <u>2 Years</u>       | <u>Twelve (12) days per year</u>    |
| <u>3 Years</u>       | <u>Thirteen (13) days per year</u>  |
| <u>4 Years</u>       | <u>Fourteen (14) days per year</u>  |
| <u>5 – 6 Years</u>   | <u>Fifteen (15) days per year</u>   |
| <u>7 – 8 Years</u>   | <u>Sixteen (16) days per year</u>   |
| <u>9 – 10 Years</u>  | <u>Seventeen (17) days per year</u> |
| <u>11 – 12 Years</u> | <u>Eighteen (18) days per year</u>  |
| <u>13 – 14 Years</u> | <u>Nineteen (19) days per year</u>  |
| <u>15 + Years</u>    | <u>Twenty (20) days per year</u>    |

Permanent part-time employees shall earn vacation leave at the rate of one (1) hour of vacation leave for every 26 hours worked. The maximum accumulation of vacation leave for a permanent part-time employee is 80 hours. Temporary part-time employees do not earn vacation leave.

~~An employee should use a minimum of 50% vacation leave earned each calendar year during that same calendar year. The balance of the vacation leave remaining unused during that same calendar year may be accrued. Exception is made to this paragraph for all new employees commencing City employment after December 31<sup>st</sup> of each year so that there is no requirement upon a new employee to use a minimum of 50% of vacation leave earned by the first December 31<sup>st</sup> after employment commences. In the event an employee's shall be paid at his/her December 31<sup>st</sup> hourly wage rate for those hours accrued in excess of the maximum allowed, as depicted on the following chart; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s).~~

| <del>Years of Service</del><br><del>on January 1<sup>st</sup></del> | <del>Maximum Vacation Hours That</del><br><del>Can be Accrued on January 1<sup>st</sup></del> |
|---|---|
| <del>1 - 5</del>  | <del>80</del>   |
| <del>5+ - 10</del>  | <del>120</del>  |
| <del>10+ - 15</del>   | <del>160</del>  |
| <del>15+</del>  | <del>200</del>  |

Employees who leave City service, and upon return of all City-owned property in good condition, shall be reimbursed for the accumulated amount of vacation leave as part of their final paycheck.

**C. WORKERS' COMPENSATION**

Employees are insured by the City against illness or injury occurring in the course of employment.

In the event a work-related illness or injury occurs, the Department Director shall provide the necessary claim forms to the employee and insure the employee receives immediate medical attention, if other than first aid is necessary, at a City-authorized medical facility. The Department Director shall insure the necessary forms are completed and returned within the required time frame.

Claim forms must be forwarded to the City Manager or designated representative for review. The City Manager or designated representative shall immediately transmit the forms to the City's Claims Administrator for processing and investigation.

Non-safety employees required to be absent from work due to a work-related illness or injury may use sick leave, vacation, or other compensatory time off during their absence. Any compensation received under the Worker's Compensation Act of California shall be considered part of the salary to be paid to the employee. The employee may use a portion of or all of accumulated paid leave to supplement compensation received under the

Workers' Compensation Act of California in an amount not to exceed the employer's regular rate of pay.

Safety employees who receive compensation under Section 4850 of the Labor Code shall not utilize sick leave until such time as they are no longer eligible to receive said compensation (one year).

The City Manager or designated representative shall continually monitor all active Workers' Compensation claims and assist the employee and Claims Administrator as necessary.

**D. BEHAVIOR**

It is expected that all City employees shall render the best possible service and present the best possible appearance to reflect pride in the performance of their duties and pride in the community they serve.

1. Improper Employee Conduct

The term "improper conduct" means not only any improper action by an employee in the employee's official capacity, but also conduct by an employee not connected with the employee's official duties that brings a discredit to the City or that affects the ability to perform the employee's duties officially or any improper use of the position as an employee for personal advantage. Improper conduct may be cause for disciplinary action up to, and including, termination. In addition, [any employee engaging in criminal activity shall be reported to the Police Department.](#)

Improper conduct includes, but is not limited to, the following:

- a. Violation of federal, state, or local law.
- b. Consumption of intoxicating beverages or unprescribed narcotics ~~or while in uniform~~ and/or being under the influence of intoxicating beverages or unprescribed narcotics or drugs while on duty, [in uniform or while utilizing a City vehicle.](#)
- c. Failure or refusal to comply with a lawful order or to accept a reasonable and proper assignment from an authorized supervisor.
- d. Inefficiency, incompetence, carelessness, or negligence in the performance of duties.
- e. Inattention to duty, tardiness, indolence, carelessness, or damage to or negligence in the care of handling of City property.

- f. Improper or unauthorized use of City vehicles or equipment or misappropriation of supplies.
- g. Claim of sick leave under false pretence or misuse of sick leave.
- h. Furnishing false information to secure appointment.
- i. Absence from duty without leave, failure to report after leave of absence has expired or after such leave of absence has been disapproved, revoked, or cancelled. This may include absence without notice for three (3) consecutive work days.
- j. Willful violation of these rules and regulations, departmental rules and policies, or any written policies that may be prescribed by the City.
- k. Acceptance by an employee of any bribe, gratuity, kickback, or other form of remuneration in addition to regular compensation with an attempt to influence the action or opinion of an employee in the performance of his/her duties.
- l. Any action, including negative attitude or behavior, that is a direct hindrance to the effective performance of City functions.
- m. Outside work that creates a conflict of interest with City work or detracts from the efficiency of the employee in the employee's City work.
- n. Sexual or other illegal, improper, or inappropriate harassment of another employee.

Department Directors may establish additional rules of conduct that are applicable to their specific areas of responsibility, provided such rules do not conflict with those included in this manual.

2. Conflict of Personal Interest

The City expects every employee to be vigilant to perceive and avoid situations that might give rise to a conflict of personal interest(s) with those of the City or that might do harm to City operations. In particular, City funds, materials, supplies, information, or other resources shall not be used or promised in any way to advance an employee's personal business, financial, political, or other interests.

An official or employee of the City shall not engage in conduct that would tend to discredit or dishonor his/her position with the City. Such elected or appointed officials and employees must avoid conflicts of

private interest with public duties and responsibilities and shall not do indirectly what may not be done directly.

3. Outside Employment

Employees may engage in employment outside of their regular working hours if such employment is approved in advance by the Department Director and the City Manager; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s). The City Manager may establish a maximum time period worked on such outside employment and a maximum number of hours of outside work per week so as to not interfere with the employee's work duties.

Incompatible employment includes, but is not limited to:

- a. Work that tends to impair mental or physical capacity to perform City duties efficiently and effectively.
- b. Work that takes the employee's time and attention during his/her official working hours.
- c. Activities that create a conflict of responsibility or duty between the employee's City work responsibility and the proposed outside employment. This includes work that would, by its nature, tend to reduce the ability of the employee to exercise completely, independent and unfettered judgment with respect to effectively discharging City work responsibility.

Any employee who engages in employment outside regular working hours shall be subject to perform regular City duties first.

4. Training

It is the policy of the City to encourage and promote training opportunities for employees and to develop maximum efficiency in the performance of duties and responsibilities.

It shall be the responsibility of the supervisor to familiarize a new employee with the employee's obligations and rights and also inform the employee about the functions and operations of his/her particular job and the City. The City Manager may assist in this new employee orientation process if requested.

Training may be conducted either during or after regular working hours. Attendance of non-exempt employees at mandatory training sessions conducted after regular working hours will be compensated in accordance with the overtime provisions established in these rules or in

accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s).

In-service training is any formal training or development program that is directly sponsored and offered by the City. Out-service training is any formal training or development program that is sponsored and conducted by any agency or organization other than the City. Department Directors may authorize participation in approved out-service training courses and attendance at meetings of professional organizations and other groups where such attendance will benefit the City.

No out-service training may be authorized or expenses paid without recommendation by the supervisor and approval of the Department Director and City Manager or his/her designee.

When attending a required out-service training during normal working hours, the employee receives his/her regular salary and is reimbursed for tuition, travel, and miscellaneous required expenses.

When authorizing an employee to attend voluntary career-related out-service training, the Department Directors may request reimbursement for the employee for tuition and other necessary expenses, such as books and required materials, to the limits established in the Educational Reimbursement Policy and/or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s).

In the event training funds are not available for a specific course or training, an employee may pay for his/her costs and may attend during work time, if approved by the Department Director.

5. Safety

It is the policy of the City to maintain a safe and healthful work environment. A Safety Committee of managerial, supervisory, and general employees shall meet on a regular basis to evaluate occupational safety problems and to discuss and institute appropriate remedies where unsafe working conditions are identified. The City will also establish and maintain a Risk Management Program.

Safety-training sessions shall be conducted regularly to ensure employees are properly educated informed of safe practices and procedures.

6. Nepotism and Conflicting Relationships

~~Relatives of a Council Member, City Manager, or Department Director, including spouse, child, stepchild, parent, grandparent, grandchild, brother,~~

~~sister, half brother, half sister, uncle, aunt, niece, nephew, parent-in-law, brother-in-law, sister-in-law, or other individual related by blood or marriage, may not be employed by the on a full-time basis. Relatives of other City employees may decline to hire such a person if it would create supervision, safety, security, or morale problems or concerns. In the event two (2) employees marry or cohabitate, neither employee shall be allowed to supervise the other.~~

Based upon the inherent conflict of interest and impact such employment would have on supervision and morale, relatives of a Council Member or the City Manager may not be employed with the City on a full-time basis. As to other City employees, no person shall be appointed or promoted to a position in any department in which such person's relative, or any other employee with whom they are involved in a personal or business relationship, already holds a position with the City when such employment would result in any of the following:

- a. A supervisor-subordinate relationship;
- b. Any other specific facts and circumstances relating to the operations of the City that would adversely impact supervision, security or morale, or create potential conflicts of interest or other hazards greater for the related family members, or employee with whom they have a personal or business relationship,

For purposes of this section, "relative" means spouse, domestic partner, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, first cousin, parent-in-law, brother-in-law or sister-in law. "Personal relationship" includes cohabitation, dating or any other intimate relationship beyond mere friendship. "Business relationship" shall include serving as an employee, independent contractor, compensated consultant, owner, board member, shareholder, investor in an outside business, company, partnership, corporation, venture or other transaction where the employee's annual interest, compensation, investment, or obligation is greater than \$250.

If a City employee marries another person employed by the City within the same department, both employees shall be allowed to retain their respective positions provided that a supervisory relationship does not exist between the couple. During the period of employment, no supervisory position shall exist between the two employees. For the purpose of this section, a supervisory relationship shall be defined as one in which one person exercises the right to control, direct, reward or punish another person by virtue of the duties and responsibilities assigned to his or her position.

The City also retains the right to refuse to place both spouses in the same department, division or facility where such has the potential for

creating adverse impact on supervision, safety, security or morale or involves potential conflicts of interest.

Where the circumstances mandate that the two spouses shall not work together, the Human Resources Manager or his or her designee shall attempt to transfer one spouse to a similar position in another City department. Although the wishes of the involved parties as to which spouse is transferred will be given consideration by the City, the controlling factor is determining which spouse is to be transferred shall be the positive operation and efficiency of the City.

If continuing employment of two spouses cannot be accommodated consistent with the City's interest in promotion to safety, security, morale, and efficiency, the City retains sole discretion to separate one spouse from City employment. Absent resignation by one affected spouse, the less senior of the involved spouses will be subject to separation from the City.

Any transfers that result in a reduction in salary or any separation from the City as a result of the operation the Regulations contained in this Section shall be subject to providing the employee with the procedural due process that applies to any disciplinary action, provided, however that the inquiry shall be limited to whether or not the provisions of this Section have been violated.

7. Drug-Free Workplace

It is the policy of the City that a drug-free work place shall be maintained at all times. The illegal manufacture, use, sale, distribution, or possession of alcohol or a controlled substance while on duty, subject to being called to duty, on City property or at a City work site is strictly prohibited and grounds for disciplinary action up to and including dismissal.

a. Prescribed Treatment

Any employee who may be undergoing medically-prescribed treatment with a controlled substance that may limit the employee's ability to perform the job must report this treatment to his/her supervisor prior to beginning work. Failure to report this to the supervisor may be grounds for disciplinary action.

b. Law Enforcement Intervention

Any employee suspected of manufacturing, selling, distributing, or otherwise possessing alcohol and/or a controlled substance

on City property or at a City work site shall, after the observer's consultation with and approval by the City Manager, be reported to the appropriate law enforcement agency. Nothing in this section shall preclude an employee from reporting a crime to an enforcement agency in a timely manner.

c. Criminal Conviction

Employees will notify the City Manager of any criminal drug/alcohol statute arrest and/or conviction occurring in the work place no later than five (5) days after such conviction.

d. Employee-Assistance Programs

Employees requiring assistance may be referred to employee assistance, drug abuse, and/or rehabilitation programs.

e. Confidentiality

To the extent feasible and practical, proceedings under this policy and all reports and records filed shall be confidential to the parties and agencies involved or requiring notification; and all reasonable effort shall be made to protect the privacy of the parties.

f. Discipline/Sanctions

In its enforcement of this policy, the City may invoke disciplinary action(s) up to and including dismissal.

**8. ~~HARASSMENT-FREE WORKPLACE~~**

~~The City is committed to providing a work environment free of harassment. Any employee who believes he/she has been harassed by a co-worker, supervisor or agent of the City, or a member of the public should promptly report the facts of the incident(s) and the names of the individuals involved to his/her Supervisor, Department Director, or the City Manager. The Supervisor and/or City Manager will investigate all such claims and take appropriate action.~~

**9. ~~SEXUAL HARASSMENT~~**

~~The City is committed to creating a work environment free from sexual harassment. Therefore, acts of sexual harassment by employees are prohibited employment practices and are subject to disciplinary measures up to and including dismissal.~~

~~a. Definition~~

~~\_\_\_\_\_ Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:~~

- ~~1) \_\_\_\_\_ submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;~~
- ~~2) \_\_\_\_\_ submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or~~
- ~~3) \_\_\_\_\_ such conduct has the purpose or effect of unreasonably and substantially interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment.~~

~~b. \_\_\_\_\_ Forms of Sexual Harassment~~

~~\_\_\_\_\_ Prohibited acts of sexual harassment can take a variety of forms ranging from subtle pressure for sexual activity to physical assault. Examples of the kinds of conduct included in the definition of sexual harassment are:~~

~~\_\_\_\_\_ 1) \_\_\_\_\_ Verbal harassment such as epithets, derogatory comments, or slurs that are belittling, sexually explicit, or degrading words to describe an individual, sexually explicit jokes, comments about an employee's anatomy and/or dress, sexually oriented noises or remarks, questions about a person's sexual practices, use of patronizing terms or remarks, verbal abuse, or graphic verbal commentaries about the body.~~

~~\_\_\_\_\_ 2) \_\_\_\_\_ Physical harassment, such as assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual.~~

~~**SECTION XII – EMPLOYEE RESPONSIBILITIES AND BENEFITS (continued)**~~

~~\_\_\_\_\_ 3) \_\_\_\_\_ Visual harassment, such as derogatory posters, cartoons or drawings that display sexual pictures, writings, or objects; obscene letters or invitations; staring at an employee's anatomy; leering; sexually-oriented gestures; or unwanted love letters and notes are forms of visual harassment.~~

~~\_\_\_\_\_ 4) \_\_\_\_\_ Sexual favors are unwanted sexual advances that condition an employment benefit upon an exchange of sexual favors, such as continued requests for dates, any threat of demotion, termination, etc., if requested sexual favors are not given.~~

~~e. \_\_\_\_\_ If Sexual Harassment Occurs~~

~~\_\_\_\_\_ 1) \_\_\_\_\_ When possible, confront the harasser and persuade him/her to stop. The harasser may not realize the advances or behaviors are offensive. Sometimes a simple confrontation will end the situation.~~

~~2) To report sexual harassment, contact your immediate supervisor, Department Director, or City's Affirmative Action Officer. Sexual harassment or retaliation should be reported in writing or verbally. The employee may report such activities even though they were not the target of the harassment.~~

~~3) An investigation will be conducted and appropriate action taken. The City will investigate, in confidence, all reported incidents of sexual harassment and retaliation.~~

~~d. Sexual Harassment Can Be Costly~~

~~If you, as an employee of the City, are found guilty of sexual harassment, you may be personally liable for monetary damages. The City will not pay damages assessed against you personally.~~

**SECTION XII – EMPLOYEE RESPONSIBILITIES AND BENEFITS (continued)**

~~e. Protection Against Retaliation~~

~~City policy and California state law forbid retaliation against any employee who opposes sexual harassment, files a complaint, testifies, assists, or participated in any manner in an investigation, proceeding, or hearing conducted by the Department of Fair Employment and Housing or the Fair Employment and Housing Commission.~~

~~Prohibited retaliation includes, but is not limited to:~~

- ~~1) Demotion.~~
- ~~2) Suspension.~~
- ~~3) Failure to hire or consider for hire.~~
- ~~4) Failure to give equal consideration in making employment decisions.~~
- ~~5) Failure to make impartial employment recommendations.~~
- ~~6) Adversely affecting working conditions or otherwise denying any employment benefit to an individual.~~

~~f. Employee Responsibility~~

~~City employees are to report any sort of sexual harassment to their immediate Supervisor, Department Director, or the City's Affirmative Action Officer.~~

~~g. Management and Supervisor Responsibility~~

~~Management and supervisory personnel are responsible for ensuring that the work environment is free of sexual harassment by:~~

~~1) Informing all employees under their direction of the City policy and the complaint procedure.~~

~~2) Reporting any instances of sexual harassment to their Department Director and the City's Affirmative Action Officer for investigation.~~

~~3) Based on the findings of the investigation, taking appropriate disciplinary action.~~

## **SECTION XII – EMPLOYEE RESPONSIBILITIES AND BENEFITS (continued)**

### ~~h. Affirmative Action Officer Responsibility~~

~~The Affirmative Action Officer is responsible for administering the complaint procedure, coordinating the investigation process, and in consultation with the Department Director and City Manager, recommending disciplinary action as may be appropriate.~~

### ~~i. Confidentiality~~

~~To the extent feasible and practical, proceedings under this policy and all reports and records filed shall be confidential to the parties involved; and all reasonable effort shall be made to protect the privacy interests of the parties and anonymity of reporting when possible.~~

### ~~j. Discipline~~

~~To remedy instances of sexual harassment, the City may invoke disciplinary action(s) up to and including dismissal.~~

## **E. DEPARTMENT RULES**

Each Department Director has the authority and responsibility to adopt such rules and regulations for his/her department as are necessary for the efficient operation of the department and shall submit them to the City Manager for approval. The formulation of department rules and regulations by each Department Director shall be consistent with state law governing Meet and Confer.

Department rules and regulations are equally as binding on the employee as the rules, regulations, and policies contained in this document. ~~Personnel regulations take precedence over departmental rules and regulations.~~ No

departmental rule, policy or operating procedure(s), or any personnel or administrative policy or procedure(s) shall be in conflict with these personnel regulations.

**F. ADMINISTRATIVE POLICIES**

The City Manager may issue administrative polices as needed to establish rules or directives that apply to more than one department. The Department Directors shall have responsibility for distributing the policies.

Administrative policies are equally as binding on the employees as the rules, regulations, and policies contained in this document. Personnel regulations take precedence over administrative policies. No administrative policy or procedure(s) shall be in conflict with these personnel regulations.

**G. PERSONNEL FILES – EXAMINATION BY CITY EMPLOYEES**

1. A City employee may request to inspect his/her personnel file.
  - a. An employee desiring to inspect his/her personnel file will make an appointment to do so with the City Manager's Office.
  - b. Such appointments will normally be made during regular business hours. Should the appointment take place during the employee's off-duty hours, no overtime compensation will be permitted.
2. Subject to the limitations and requirements of Labor Code Section 1098.5, Aan employee will be permitted to examine and/or obtain copies of all information contained in his/her personnel file, except background information regarding references, information derived from former employees, and/or criminal history information; or in accordance with the current Memorandum of Understanding (MOU) of the respective employee organization(s).

**SECTION XIII – VIOLATIONS**

Violations of the provisions of these rules shall be grounds for rejection, suspension, demotion, dismissal, or other disciplinary action.