

**CITY COUNCIL/SUCCESSOR AGENCY MEETING
CITY OF PARLIER**

“REGULAR MEETING AGENDA”

DATE: Wednesday, February 15, 2017
TIME: 6:30 P.M.
PLACE: Parlier City Council Chambers
1100 E. Parlier Avenue
Parlier, CA 93648

I. CALL TO ORDER/WELCOME:

Roll Call: Mayor Alma M. Beltran, Mayor Pro-Tem Jose Escoto, Councilwoman Diane Maldonado, Councilman Noe Rodriguez, Councilwoman Yolanda Padilla, City Clerk Dorothy Garza.

Flag Salute: Mayor Alma M. Beltran

II. ADDITIONS/DELETIONS TO THE AGENDA:

III. PRESENTATIONS/INFORMATIONAL:

- A. Discussion/Direction: Council to receive information related to the formation of the Joint Powers Authority South Kings Groundwater Sustainability Agency and provide direction to staff as to a course of action.
- B. Discussion/Direction: Council to review and discuss information related to a Council Code of Conduct and provide direction to staff.
- C. Discussion/Direction: Council to review and discuss information related to Employee Handbook 2017 and provide direction to staff.

IV. PUBLIC COMMENTS: PERSONS WISHING TO ADDRESS THE COUNCIL ON ITEMS WITHIN ITS JURISDICTION, BUT NOT ON THIS AGENDA MAY DO SO NOW

Note: State law allows the Council to briefly respond to questions on items raised by the public, which are not on the agenda. Government Code Section 54954.2(a). Alternatively, the Council may choose to direct staff to provide information at a following meeting. Any member of the public may comment on any matter within the jurisdiction of the City that is not on the agenda. Those wishing to comment should be recognized by the Mayor and approach the podium. Comments are limited to five (5) minutes.

V. CONSENT CALENDAR: These matters are routine in nature and will be enacted with one vote. There will be no separate discussion for these items unless requested; in which case, the item will be removed from the Consent Calendar for separate action. Prior to action on the Consent Calendar, the public will be given the opportunity to comment on any consent calendar item.

- A. Approve the Check Reports dated January 26, 2017 through February 07, 2017.
- B. Approve and accept the Minutes dated February 01, 2017 (Regular and Special).
- C. Council to consider and approve **Resolution No. 2017-07**, A Resolution of the City Council of the City of Parlier Confirming and appointing the Mayor's to the Oversight Board for the Parlier Successor Agency.
- D. Council to consider and approve **Resolution 2017-09**, Accepting Funding and the Execution of a Grant Agreement and Any Amendments thereto from the 2016 Funding Year of the State CDBG Program.
- E. Council to consider and approve **Resolution 2017-10** Accepting Funding and the Execution of a Grant Agreement and any Amendments thereto from the 2014/15 Urban and Community Forestry GGFR Funding Program.
- F. Council to consider and approve travel for Sonia Hall and Sharon Gonsalves to attend the HCD CDBG training on February 28 – March 10, 2017. All travel costs are paid through the current CDBG grant administration.
- G. Council to consider and approve the use of the lights at Cesar Chavez Elementary School located at 500 Tuolumne Street, for use by Parlier Youth Football League for football and cheer practice.

VI. DEPARTMENT REPORTS:

A. ADMINISTRATON DEPARMENT:

- 1. **SUBJECT:** Discussion/Direction/Approval of purchase and sale agreement between the City of Parlier and Sarbat Bhala, Inc. for vacant real property located at Academy Avenue and Fifth Street, APN 355-021-49t.

RECOMMENDATION: Staff recommends Council approve the purchase and sale agreement between the City of Parlier and Sarbat Bhala, Inc. for vacant real property located at Academy Avenue and Fifth Street, APN 355-021-49t.

- 2. **SUBJECT:** Discussion/Direction/Approval of **Resolution 2017-11** Acknowledging the Resignation of Councilmember Yolanda Padilla and Declaring the Council District 2 Seat Vacant and direction regarding filling of such vacancy.

RECOMMENDATION: Staff recommends Council Approve **Resolution 2017-11** Acknowledging the Resignation of Councilmember Yolanda Padilla and Declaring the Council District 2 Seat Vacant and providing direction related to how Council would like to fill the vacancy.

3. **SUBJECT:** Discussion/Direction/Approval of **Resolution 2017-12** related to a creation of positions and establishing salary and benefits for New Grant-Funded Positions to Operate the Academy of Excellence.

RECOMMENDATION: Staff recommends approval of **Resolution 2017-12** creating positions and establishing salary and benefits for New Grant-Funded Positions to Operate the Academy of Excellence.

4. **SUBJECT:** Discussion/Direction related to Resolution 2016-28 which imposed furloughs for Management and Unrepresented Employees; Elimination of Non-Represented Positions; and Freezing Council Member Stipends and Benefits.

RECOMMENDATION: The Council to discuss modifying or resending Resolution 2016-28 which imposed furloughs for Management and Unrepresented Employees; Elimination of Non-Represented Positions; and Freezing Council Member Stipends and Benefits and provide direction to staff.

5. **SUBJECT:** Discussion/Direction related the sale, cultivation, use and delivery of marijuana within the City's jurisdiction.

RECOMMENDATION: Staff recommends Council provide direction related to any the use, sale, cultivation and delivery of marijuana within the City and direct staff to modify Ordinance 2016-02 and to schedule such ordinance changes for a subsequent City Council Meeting.

6. **SUBJECT:** Discussion/Direction/Action regarding West Coast Consultants Agreement for Professional Services.

RECOMMENDATION: Council to consider discuss the Agreement for Professional Services between the City of Parlier and West Coast Code Consultants, Inc. and provide direction to staff if Council wishes to modify or terminate the agreement.

B. POLICE DEPARTMENT:

1. Police Service Agreement with the Parlier Unified School District for Police Security at Bi-Monthly School Board Meetings.

RECOMMENDATIONS: Staff recommends Council provide direction and authority to the Chief of Police related to negotiating and entering into a Police Service Agreement with the Parlier Unified School District for providing security at regularly scheduled School Board Meetings.

2. **SUBJECT:** Discussion/Direction/Approval of **Resolution 2017-13** related to a Budget Adjustment to the 2016-2017 Budget to Reinstate the Police Records Clerk Position to Full-Time Status and provide authority to negotiate same with the Parlier Police Officer's Association.

RECOMMENDATION: The Council to discuss and approve **Resolution 2017-13** related to a Budget Adjustment to the 2016-2017 Budget to Reinstate the Police

Records Clerk Position to Full-Time Status and provide authority to Police Chief to negotiate same with the Parlier Police Officer's Association.

VII. PUBLIC COMMENTS ON CLOSED SESSION:

(THIS PORTION OF THE MEETING IS RESERVED FOR PERSONS DESIRING TO ADDRESS THE COUNCIL ON AN ITEM WHICH IS TO BE CONSIDERED DURING CLOSED SESSION. SPEAKERS SHOULD LIMIT THEIR COMMENTS TO FIVE (5) MINUTES.)

VIII. CLOSED SESSION:

1. Government Code Section 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Attorney
2. Government Code Section 54957
PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Title: Interim City Manager
3. Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representative: City Attorney
Unrepresented Employee: Interim City Manager
4. Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
A.P.N. 358-390-58
AGENCY NEGOTIATOR: CITY CONSULTANT NATE GUNDERMAN
NEGOTIATING PARTIES: ALEX MCCABE
UNDER NEGOTIATION: PRICE AND TERMS

IX. COUNCIL COMMUNICATIONS/COMMENTS:

X. ADJOURNMENT:

ADA Notice: In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 646-3545 ext. 227. Notification 48 hours prior to the meeting will enable the City to make arrangements to ensure accessibility to this meeting.

Documents: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the front counter at City Hall located at 1100 E. Parlier Avenue, Parlier, CA during normal business hours. In addition, most documents are posted on the City's website at parlier.ca.us

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council.

The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Parlier City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

GENERAL RULES OF DECORUM

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the Mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Council members if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impeded the orderly conduct of any Council meeting.



AGENDA ITEM: III-A
MEETING DATE: Feb 15, 2017
DEPARTMENT: ADM

REPORT TO CITY COUNCIL

SUBJECT:

Agreement to Form a Joint Powers Authority South Kings Groundwater Sustainability Agency,

RECOMMENDATION:

A staff recommends the City Council review both GSA agreements and provide direction at the next council meeting.

BACKGROUND:

1. The Options for forming a GSA discussed; they included:
 - a. Forming a seven agency GSA (5 cities, County & CID) through a Joint Powers Agreement (JPA).
 - b. Forming a six agency GSA (excluding CID) through a Joint Powers Agreement (JPA).
 - c. Agreeing to join the CID proposed GSA through a Memorandum of Understanding (MOU) which would not include any representation in the GSA.

FISCAL IMPACT:

To be determined

Prepared By:

Israel Lara Jr.

_____ Finance Director

_____ Attorney

_____ City Manager

Know Your Options:

*A Guide to Forming Groundwater
Sustainability Agencies*



EXECUTIVE SUMMARY

In September 2014, Governor Jerry Brown signed into law the Sustainable Groundwater Management Act (SGMA). SGMA's spirit and purpose is for local agencies and stakeholders to coordinate groundwater basin management. Local agencies are required to manage their basin by forming Groundwater Sustainability Agencies (GSAs). After a GSA is formed, it must develop and implement a Groundwater Sustainability Plan (GSP), or an alternative plan, that will meet SGMA's long-term sustainability goals.

This Groundwater Sustainability Agency Formation Guide (Guide) is meant to provide local agencies with a resource for GSA formation and GSP coordination. This Guide focuses on memorandums of agreement and joint powers agreements, two legal agreements mentioned in SGMA that can be used by local agencies for GSA formation and GSP development and implementation. Under SGMA, memorandums of agreement and joint powers agreements will likely be used for different types of arrangements and management relationships. The table below compares the two legal agreements.

This Guide explains SGMA's requirements generally and introduces important GSA formation and election considerations. The Guide provides options for involving parties in the GSA decision-making process that are not public agencies. These options include delegating voting power to non-public agencies, creating an associate

member arrangement, forming a new public agency, or drafting a legal voting arrangement. The Guide goes into detail on GSP coordination through memorandums of agreement, including the considerations of finances, indemnification, and decision-making procedures GSAs coordinating their GSPs will need to address. To provide examples, the Guide examines relevant case studies from actual memorandums of agreement, provided in the appendix, to highlight how past agreements have navigated the discussed topics. The Guide discusses the potential of GSA formation through a joint powers agreement. The benefits and challenges of joint powers agreements are highlighted and potential "problem areas" such as governing board voting powers, agency finances, and the GSA's authority that parties will want to consider are explained. The Guide examines previous joint powers agreements to highlight how these agreements have addressed challenging topics. Finally, the Guide provides templates of both a memorandum of agreement for GSAs coordinating their respective GSPs and a template joint powers agreement for local agencies to use for creating a joint powers agency to serve as a GSA. These template agreements may help agencies organizing management structures to better identify the challenges of governance and structure coordination to meet these challenges.

Comparing JPAs and MOAs

<i>Type of Agreement</i>	<i>Governing Law</i>	<i>Primary Use</i>	<i>New Public Entity</i>	<i>Issue Bonds</i>	<i>Required Audits</i>	<i>Brown Act</i>	<i>Protect Members from Liability</i>	<i>SGMA Authorities</i>
Joint Powers Agreement (JPA)	California Government Code 6500 et. seq.	Create a separate public entity.	Yes	Yes	Yes	Yes, must comply	Yes, JPA is more protective	Exercised by JPA
Memorandum of Agreement (MOA)	California contract law	Memorialize agreement among parties	No	No	No	No, likely no Brown Act Requirements	No, generally an MOA does not offer the same protection as a JPA	Exercised by members

INTRODUCTION

In September 2014, Governor Jerry Brown signed Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act. The purposes of SGMA are to provide sustainable management of groundwater basins, enhance local management of groundwater, establish minimum standards for sustainable groundwater management, provide local groundwater agencies with the authority and tools necessary to sustainably manage groundwater, and allow for state oversight and intervention if locals do not act. SGMA requirements apply to groundwater basins and sub-basins that are designated medium or high-priority by the California Department of Water Resources (DWR), based on specific criteria. Basin priorities were confirmed in January 2015.

The text of SGMA is voluminous and complex. This (Guide) is intended to serve as a helpful tool for local agencies and other stakeholders seeking to comply with SGMA's new governance requirements. Specifically, this Guide focuses on the legal options for GSA formation and coordination related to GSP development and implementation. It introduces key provisions, vocabulary used in the act, and related compliance deadlines. This Guide then introduces and discusses

memorandums of agreement (MOA) and joint powers agreement (JPA), two mechanisms that may be used by local agencies to comply with SGMA. To demonstrate governance options, this Guide provides two templates. The first template is a memorandum of agreement that could be used amongst GSAs seeking to develop and implement a single GSP for their basin. The second template is a joint powers agreement amongst several local agencies creating a separate public entity to serve as a GSA.

The organizational structure of the Guide is:

- Chapter 1: The Sustainable Groundwater Management Act
- Chapter 2: Non-Public Agency Representation
- Chapter 3: Governance Through An MOA
- Chapter 4: GSA Formation through a Joint Powers Agreement to Create a Separate Entity
- Chapter 5: Template: Memorandum of Agreement
- Chapter 6: Template: Joint Powers Agreement Forming the [name of basin] Basin Groundwater Sustainability Agency



The Sustainable Groundwater Management Act (SGMA)

SGMA Requirements

SGMA lays out a process and a timeline for local agencies to comply with specific sustainability goals. One of the first requirements a management entity will need to satisfy is to form a GSA. SGMA defines a GSA as one or more local agencies that implement SGMA's provisions.¹ A local agency is defined as any local public agency that has water supply, water management, or land use responsibilities within a groundwater basin.² Any local agency or combination of local agencies overlying a groundwater basin can elect to be a GSA.³ Once formed, one of a GSA's primary responsibilities is to develop and implement a GSP for their basin or portion of the basin they are managing. A GSP is a plan developed and implemented by a GSA that is developed and adopted pursuant to SGMA's requirements.⁴ The specific GSP requirements are outlined in California Water Code section 10727 et seq., and regulations are currently being developed by DWR.

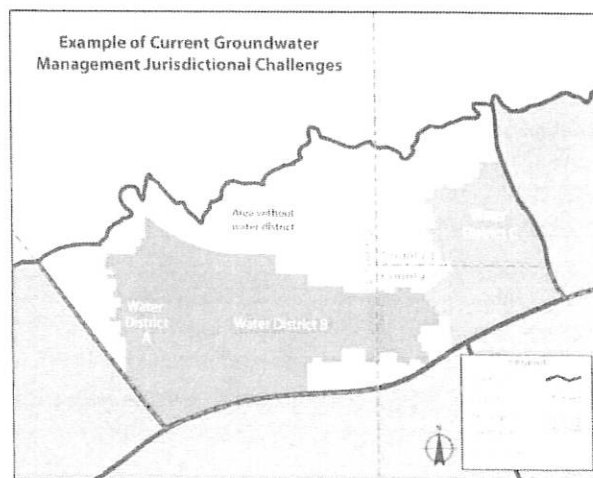
By June 30, 2017 local agencies in each high- or medium-priority basin are required to have created a GSA, or multiple GSAs, covering the *entire basin*.⁵ If a portion of a basin is not managed by GSAs, the county is presumed to be the GSA for that unmanaged area.⁶ By January 31, 2020 basins designated as high- or medium-priority and subject to critical conditions of overdraft must be managed by a single GSP or by multiple coordinated GSPs.⁷ By January 31, 2022 all remaining basins designated as high- or medium-priority must be managed by a GSP or by multiple coordinated GSPs.⁸

Violation of the above listed deadlines/or improper or unsatisfactory GSP implementation may lead to basins being placed on probationary status by the state.⁹ State intervention and probationary status are set forth in California Water Code sections 10735 et seq. and 5200 et seq.

GSA Formation Options

Aside from requiring that GSAs be formed, SGMA does not mandate a single formation approach. This gives local agencies overlying a basin a wide variety of formation options. For example, a single local agency whose service area encompasses an entire basin could elect to be the sole GSA for a basin.¹⁰ Alternatively, multiple local agencies could come together to form a single

GSA that manages the entire basin. Or, a basin could be managed by multiple GSAs who each manage separate portions of a basin through either a single GSP or coordinated GSPs.¹¹ Given the likelihood that multiple local agencies overlying a basin may elect to participate in managing the basin, this guide focuses on the different ways multiple local agencies can come together to create a GSA and coordinate with other GSAs.



This example illustrates the challenge of effectively managing groundwater subbasins with multiple entities and overlapping jurisdictions.

Pursuant to SGMA, a combination of local agencies can form a GSA through a joint powers agreement, a memorandum of agreement, or "other legal agreement."¹² As noted above, SGMA limits formal GSA members to local public agencies, a limitation which raises questions about whether and how non-agency parties (individuals, community groups, non-profit organizations) might participate in a GSA.¹³ There are two general approaches: first, the non-agency parties might form a new agency; second, the non-agency parties might be incorporated into the decision-making process for the GSA without becoming a separate agency. Each of these approaches are addressed in Chapter 2 of this guide, below.

Election Requirements

Aside from deciding how to structure their GSA, local agencies will need to follow SGMA's requirements to officially become the GSA for their basin or portion of their basin. Before electing to be the GSA the local agency

Israel Lara

From: Phil Desatoff <PDesatoff@cidwater.com>
Sent: Friday, January 27, 2017 4:05 PM
To: Tim Chapa; Alex Henderson
Cc: Greg Garner; 'David Elias'; Israel Lara; promero@yhmail.com; stejohnson@calwater.com; 'Doug Jensen (DJensen@bakermanock.com)'; Lauren D. Layne (LLayne@bakermanock.com)
Subject: RE: GSA MOU Proposed Revisions

CID is willing to provide neither. We have made it clear that voting is unacceptable and any GSA will want to retain the ability to limit pumping should it be needed.

In my opinion, the cities have several choices:

- Form one or more of their own GSA's and these issues go away.
- Come under the County effort to cover the so called "white areas" in which case they could press to have some form of vote. However, the authority to limit pumping would still reside with the County.
- Come under the CID GSA with the assurance that cities will be protected the same as our growers.

In the case of CID, we are in the best position of any entity in the Kings basin to avoid pumping limits and therefore least likely to impose them on our growers. It is also likely that, based on geology and access to flood and other surface water, CID will be in a much better position to defend an argument against inclusion in any basin-wide pumping limits.

I find it curious that the cities are willing to accept a state mandate but consider CID a threat. How long has CID been conducting groundwater recharge? How likely is CID to impose pumping limitations on its growers (even if the rest of the basin is having problems)? How likely is the County to impose limitations? If the State steps in, what do you think they will do? What do you think the State will have to say about a plan that does not include the ability to limit pumping should it become necessary?

We are offering to cover the cities at no additional cost over what is paid under the cooperative agreements with the protection that they will be treated the same as our growers. We also agree to establish a technical committee with city participation in the preparation of the sustainability plan.

Phil Desatoff
General Manager
Consolidated Irrigation District
(559) 896-1661

From: Phil Desatoff <PDesatoff@cidwater.com>
Sent: Friday, January 27, 2017 4:05 PM
Cc: Greg Garner; 'David Elias'; Israel Lara; promero@yhmail.com; stejohnson@calwater.com; 'Doug Jensen (DJensen@bakermanock.com)'; Lauren D. Layne (LLayne@bakermanock.com)
Subject: RE: GSA MOU Proposed Revisions

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C

**MEMORANDUM OF UNDERSTANDING
BETWEEN CONSOLIDATED IRRIGATION DISTRICT AND
THE CITY OF SANGER
WITH RESPECT TO IMPLEMENTATION OF
THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT**

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made effective as of _____, ~~2016-2017~~ (the "Effective Date"), by and between CONSOLIDATED IRRIGATION DISTRICT, a California irrigation district ("CID"), and the CITY OF SANGER ("City"). CID and the City may be collectively referred to herein as the "Parties," or singularly as a "Party."

RECITALS

A. WHEREAS, on September 16, 2014, the Governor of the State of California signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739 collectively, the Sustainable Groundwater Management Act ("SGMA"), which is codified at Water Code Sections 10720 *et seq.*; and

B. WHEREAS, SGMA requires that California groundwater basins and subbasins be managed by a Groundwater Sustainability Agency ("GSA") or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan ("GSP") or multiple coordinated GSPs; and

C. WHEREAS, CID intends to elect to serve as a GSA for its service area within the Kings Subbasin of the San Joaquin Valley Groundwater Basin (Basin No. 5-22.07 in the Department of Water Resources' CASGEM system); and

D. WHEREAS, CID's service area encompasses the Cities of Fowler, Kingsburg, Parlier, Sanger and Selma; and

E. WHEREAS, for the purpose of ~~Health~~ health and ~~Safety~~ safety, ~~each the eCity must deliver to each of its residents a volume not less than _____ gallons per person per day~~ maintain a minimal pumping level per resident ("Minimum Residential Volume"); ~~maintains a minimal pumping level per resident~~; and

F. WHEREAS, California Water Code Section 10723.8, subdivision (c), prohibits the recognition of any entity as an exclusive GSA if the entity's proposed GSA management area overlaps the proposed GSA management area of another entity, subject to certain procedural requirements; and

G. WHEREAS, the City has not elected to serve as a GSA for the portion of the Kings Subbasin within CID's service area, and CID and the City desire to avoid creating any overlap within CID's proposed management area; and

H. WHEREAS, pursuant to the terms of this MOU, the City agrees not to elect to serve as a GSA within CID's proposed management area, and will thereby avoid creating an overlap therewith; and

I. WHEREAS, the estimated costs for coordination of the Kings Basin is \$540,000 and CID's portion of that cost is approximately \$90,000; and

J. WHEREAS, the estimated costs for the development and preparation of a GSP for the CID GSA is between \$150,000 and \$250,000 ("GSP Development Costs"); and

K. WHEREAS, CID, the City and AMG & Associates, LLC, entered into that certain "Settlement Agreement and Mutual Release" on or about May 21, 2014, and CID and the City entered into that certain Restated Cooperative Agreement Between Consolidated Irrigation District and the City of Sanger" effective May 14, 2014, regarding, among other things, payments by the City to CID for the management of groundwater (collectively, "Cooperative Agreement") and said Cooperative Agreement is fully incorporated herein by this reference; and

L. WHEREAS, because CID and the City already cooperate to manage groundwater, the City desires to have CID serve as the GSA with respect to the area within the city limits of the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein and these Recitals, which are hereby incorporated herein by this reference, it is agreed by and between the Parties hereto as follows:

1. **Objectives.** The objectives of the Parties in entering into this MOU are as follows:

(a) To achieve sustainable groundwater management pursuant to SGMA in that portion of the Kings Subbasin that is identified in the attached **Exhibit "A"**, which is incorporated herein by this reference (the "Management Area").

(b) To have CID be the exclusive GSA for the Management Area identified in Exhibit "A".

(c) To work cooperatively with adjacent GSAs to achieve sustainable groundwater management in the Kings Subbasin.

(d) To establish a process to ensure there are no conflicts between CID's GSP and the City's exercise of its land use planning authority.

(i) With respect to a City's pumping ability, the GSA may only limit the City's groundwater pumping volume as follows:

1. In the case where a State (i.e. DWR) directive mandates a reduction to the overall GSA.

2. Such reduction will not limit the Minimum Residential Volume.

4. Such reduction will be proportional to all CID GSA participants, Cities and Farmers included. With respect to a

City's pumping ability, the GSA will not establish or grant CID the ability to limit the City's groundwater pumping volume.

~~2.3. — In the event of a legislative order by the State (e.g., executive order, legislation or decree) requiring a full sub-basin reduction, City will only be required to reduce output equal to all other users in the approved GSA, and no further that the minimal residential pumping noted in Recital E, above. CID will require no reduction in pumping by the City in excess of such pumping limitation required to comply with a GSP approved by the State.~~

2. **Coordination Framework.** CID agrees to consider the interests of the City, specifically including the City's general plan, in developing and implementing its GSP. In order to prevent conflicts between the GSP and the City's general plan, the City shall have opportunities to provide, and CID shall consider, advisory input in the development and implementation of CID's GSP. The City shall designate a contact person to whom CID shall provide written notices of opportunities to participate in SGMA implementation.

City agrees to consider the interests of CID's groundwater management efforts, specifically including, but not limited to, the implementation of the GSP, in developing and implementing the City's general plan. In order to prevent conflicts between the GSP and the City's general plan, CID shall have opportunities to provide, and the City shall consider, advisory input in the development and implementation of the City's general plan. CID shall designate a contact person to whom the City shall provide written notices of opportunities to participate in the development and implementation of its general plan.

Additionally, CID shall establish a formal Technical Advisory Committee (TAC) ~~will be established~~ to assist in the development and submittal of the GSP. ~~Each The City will be a non-voting member of the TAC along with CID, with the City members being non-voting in nature.~~

Furthermore, CID and the City shall abide by the terms of the Cooperative Agreement, as amended.

3. **Finances.** Each of the Parties to this MOU shall bear ~~its own~~ the costs of implementing SGMA, ~~except~~ as follows:

(a) The City shall provide assistance and support in applying for grant funding related to SGMA implementation when so requested by CID.

(b) ~~the costs for Kings Basin coordination is estimated at a total cost of \$540,000, with the CID GSA portion estimated to be \$90,000. Based on the estimate of relative acreage of City area to the overall CID area at 1/50th, the City Cities will contribute 1/50th of the CID GSA Basin Coordination C-costs. In the case of an estimated CID GSA cost Basin Coordination Costs attributable to the CID GSA of \$90,000, the City will contribute \$1,800 for coordination.~~

(c) ~~the costs for the development of the GSP for the CID-GSA is estimated to be between \$150,000 and \$250,000. Based on the estimate of relative acreage of City area to the overall CID area at 1/50th, the City will contribute 1/50th of the CID-GSA cost~~GSP Development Costs. In the case of an estimated CID-GSA cost~~CID GSP Development Costs of \$150,000 to \$200,250,000, City will contribute \$3,000 to \$45,000 for development of the GSP~~GSP Development Costs.

(d) CID agrees not to impose on the City fees or charges in excess of those that the City is paying pursuant to its Cooperative Agreement; provided that the requirements of addressing the impacts of City's use of groundwater, in compliance with SGMA, are being met. The City agrees that CID may use funds from the Groundwater Fund, identified in the Cooperative Agreement, for the City costs identified in sections 3 (b and c), above. CID may not use funds from the Groundwater Fund in excess of the City amounts identified in sections 3 (b and c), above, for preparation and implementation of the GSP.

(e) Should the need arise to raise additional funds for implementation of the GSP, CID and the City may negotiate to increase fees or impose new fees as appropriate to be paid to the GSA, to ensure compliance with SGMA. The City and CID agree that CID may impose fees on City in excess of the fees required to be paid under the Cooperative Agreement only if doing so is required by operation of law the State-approved GSP or applicable law. In the event CID does impose fees on City in excess of that those amounts provided dealt for by in the Cooperative Agreement, the Cooperative Agreement shall automatically be deemed amended to provide for those increased fees terminated and CID and City shall enter into negotiations for a new cooperative agreement that sets the fees required to be paid by the City at the level required by law. In the event that no such new Cooperative Agreement is made within thirty days of CID's imposition of fees in excess of those required to be paid under the Cooperative Agreement, then the Cooperative Agreement will expire and the payment of fees by City shall be dictated and determined under the law CID relies on to impose fees in excess of what is called by the Cooperative Agreement. and CID and City shall enter into negotiations for a new cooperative agreement that sets the fees required to be paid by the City at the level required by law. In the event that no such new Cooperative Agreement is made within thirty days of CID's imposition of fees in excess of those required to be paid under the Cooperative Agreement, then the Cooperative Agreement will expire and the payment of the fees by City shall be dictated and determined under the law CID relies on to impose fees in excess of what is called by the Cooperative Agreement.

4. **Notices.** All notices required or permitted by this MOU or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified in this Section 4. The addresses and addressees noted below are that Party's designated address and addressee for delivery or mailing of notices.

To CID:

Consolidated Irrigation District
c/o General Manager
2255 Chandler Street
Selma, California 93662

Telephone: (559) 596-1661

To City:

City of Sanger
Name, Title
1700 7th Street
Sanger, California 93657
Telephone:

Either Party may, by written notice to the other, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three (3) days after the postmark date. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

5. **Compliance with Laws.** In any action taken pursuant to this MOU, CID and the City shall comply with all applicable statutes, laws, and regulations, specifically including, but not limited to, SGMA and its implementing regulations, as they now exist or as they may be amended or promulgated from time to time.

To the extent that this MOU conflicts with or does not accurately reflect any applicable statutes, laws, or regulations now existing or as amended or promulgated from time to time, the laws, statutes, and regulations shall govern.

To the extent that any applicable statutes, laws, or regulations are amended or newly promulgated in such a manner that causes this MOU to conflict with or no longer accurately reflect such statutes, laws, or regulations, this MOU shall be modified, in writing, by all Parties, in order to comport with the newly amended or promulgated statutes, laws, or regulations.

6. **Entire Agreement.** This MOU and the items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

7. **Amendments.** No provisions of this MOU may be amended or modified in any manner whatsoever except by an agreement in writing duly authorized by representatives of all Parties.

8. **No Assignment.** The rights and obligations of the Parties to this MOU may not be assigned or delegated, and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void.

9. **Binding Effect.** This MOU shall apply to and bind successors, assignees, contractors, subcontractors, transferees, agents, employees, and representatives of the respective Parties hereto.

10. **Governing Law.** This MOU and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California (without giving effect to any choice of law principles).

11. **Waiver.** The failure of any Party to insist on strict compliance with any provision of this MOU shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the MOU by any other Party.

12. **Severability.** If any term or provision of this MOU is, to any extent, held invalid or unenforceable, the remainder of this MOU shall not be affected.

13. **Headings.** The subject headings of the sections of this MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein.

14. **Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

15. **Disputes.** The Parties agree that any disputes regarding the terms of this agreement will be resolved pursuant to the mediation process as defined under Section 3(c) of the Cooperative Agreement.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year first above written.

CONSOLIDATED IRRIGATION
DISTRICT, a California irrigation district

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT "A"

CID's GSA Management Area

Draft 2/02/2017

AGREEMENT TO FORM A JOINT POWERS AUTHORITY SOUTH KINGS GROUNDWATER SUSTAINABILITY AGENCY

THIS AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2017 (the "Effective Date") by and between the County of Fresno, City of Fowler, City of Kingsburg, City of Parlier, City of Sanger, City of Selma, Caruthers Community Services District ("CCSD"), and Del Rey Community Services District ("DRCSD"), " herein after referred to individually as ("Member") and collectively as, ("Members.").

RECITALS

WHEREAS, on September 16, 2014, the Governor of the State of California signed three (3) bills (SB1168, SB1319, and AB1739, into law creating the Sustainable Groundwater Management Act, ("SGMA"), which is codified at §10720 *et. seq.* of the California Water Code; and

WHEREAS, The SGMA authorizes the formation of an entity called a Groundwater Sustainability Agency ("GSA"), by any local agency or combination of local agencies overlying a groundwater basin; and

WHEREAS, The Members overly the Kings Sub-Basin of the San Joaquin Valley Basin Sub-Basin; ID 5-022.08(2016 Department of Water Recourses Bulletin 118) (the "Sub-Basin") an unadjudicated groundwater basin; and

WHEREAS, The Members desire to form a sub-basin GSA referred to herein as the South Kings Sub-Basin (SKGSA) the boundaries of which are depicted on Exhibit A attached hereto and incorporated by this reference herein; and

WHEREAS, Each of the Members to this Agreement is a local entity with either water supply, water management, or land use responsibilities within the SKGSA and is qualified individually to serve as a GSA under the provisions of the SGMA; and

WHEREAS, Under the provisions of the SGMA, a combination of local agencies may elect to form a GSA through a Joint Powers Agreement; and

WHEREAS, The Joint Exercise of Powers Act (Government Code §§6500 *et seq.*) provides that two or more public agencies may by agreement jointly exercise any powers common to those agencies and may by that agreement create an entity separate from the Members to the Agreement; and

WHEREAS, Each Member signing this Agreement is a public entity duly organized and operating under the laws of the State of California and/or a public agency as defined in California Government Code §6500 and California Water Code §10721; and

WHEREAS, The Members intend by this Agreement to create a joint powers authority, the SKGSA, for the purpose of acting as a separate and independent public agency and as a single GSA for this area, set forth in the Exhibit A to carry out the powers and purposes of the SGMA including, the adoption of a Groundwater Sustainability Plan ("GSP").

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein and including the Recitals, which are incorporated by this reference herein as though fully set forth at this point, it is hereby agreed by and between the Members hereto as follows:

Article I: Definitions

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

"Act" shall mean the Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319, and AB 1739) which collectively comprise the Act, as that legislation and regulations are or may be amended from time to time.

"Authority", "Agency" or "SKGSA" shall mean the South Kings Groundwater Sustainability Agency Joint Powers Authority, which is the public and separate legal entity created by this Agreement.

"Board of Directors" or "Board" shall mean the governing body of the Authority as established by Section 3.01 of this Agreement.

"Fiscal Year" shall mean that period of twelve (12) months established as the Fiscal Year of the Authority by the Board of Directors.

"Groundwater Sustainability Agency" or "GSA" shall mean an agency enabled by the Act to regulate all or a portion of a subbasin in a coordinated manner with all other surrounding Groundwater Sustainability Agencies in compliance with the terms and provisions of the Act.

"Groundwater Sustainability Plan" or "GSP" shall mean the plan developed, adopted and implemented by the Authority in accordance with the Act.

"Member" or "Members" shall mean any of the signatories to this Agreement individually ("Member") or collectively as ("Members").

"Kings Sub-Basin" The Kings Sub-Basin is a sub-basin of the San Joaquin Valley Basin as described in the Department of Water Resources 2016 Bulletin 118 and identified by the Sub-Basin ID No. :5-022.08.

"South Kings Sub-Basin" shall mean the area depicted on Exhibit A.

Article II: Creation of Authority

Section 2.01 – Creation.

- A. Pursuant to Government Code §6500 et. seq. and specifically §6503.5, the Members of this Agreement hereby create a public entity separate and independent from the Members.
- B. Pursuant to Government Code §6509, the County of Fresno is the designated agency with respect to the Authority's exercise of power.
- C. Within thirty (30) days after the Effective Date of this Agreement and after any amendment, the Authority shall cause a notice of such Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code §6503.5.
- D. Within seventy (70) days after the Effective Date of this Agreement, the Authority shall file with the Secretary of State on a form prescribed by the Secretary of State and also with the county clerk of each county in which the Authority maintains an office, a statement of the following facts:
 - 1. The full legal name of the Authority.
 - 2. The official mailing address of the governing body of the Authority.
 - 3. The name and residence or business address of each member of the governing body of the public agency.
 - 4. The name, title, and residence or business address of the chairman, president, or other presiding officer, and clerk or secretary of the governing body of the Authority.
- E. Within ten (10) days after any change in the facts listed in section 2.01(C), the Authority shall file an amended statement as required in Government Code Section 53051.
- F. The Members, pursuant to their joint exercise of powers, hereby create a public entity to be known as the "South Kings Groundwater Sustainability Agency."

Section 2.02 - Purpose

- A. To create a Joint Powers Authority separate from its members that will elect to be the GSA for a portion of the Kings Sub-Basin described herein as the SKGSA.
- B. To develop, adopt, and implement a GSP in order to implement the requirements of and achieve the sustainability goals set forth in the SGMA.
- C. To enter into a coordination agreement or similar agreement with other GSAs within the Kings Sub-Basin in order to meet the requirements of and achieve the sustainability goals set forth in the SGMA.

Section 2.03 –Powers.

- A. The Agency is hereby authorized, in its own name, to do all acts necessary to exercise all of the powers authorized under the SGMA and necessary to satisfy the requirements of the SGMA.
- B. Obligations of the Authority. No debt, liability or obligation of the Authority shall constitute a debt, liability or obligation of any of the Members, appointed Members of Board of Directors, or Committee Members.

Section 2.04 –Water Rights.

- A. As provided in Water Code §10720.5, the Authority and all of its Members confirm that that groundwater management under this Authority shall be consistent with Section 2 of Article X of the California Constitution and that any GSP adopted by the Authority shall not determine or alter surface water rights or groundwater rights under common law or any provision of law that determines or grants surface water rights.

Section 2.05 Obligations of the Authority.

- A. No debt, liability or obligation of the Authority shall constitute a debt, liability or obligation of any of its Members, appointed members of the Board of Directors or their alternates, or committee members.

Section 2.06 Restrictions on Exercise of Powers.

- A. Pursuant to Government Code §6509 *et seq.*, the powers of the Authority shall be exercised and restricted in the same manner as the those imposed upon the County.

Article III: Governing Body

Section 3.01 – Board of Directors

A. The Board of Directors. The Board shall consist of Directors who shall be appointed as follows:

- 1.
- 2.
- 3.

C. Term. The term of Directors shall be as follows:

D. Alternate Directors. Alternate Directors shall be appointed as follows:

- 1.
- 2.
- 3.

E. Removal. Directors and Alternate Directors may be removed or replaced as follows:

- 1.
- 2.
- 3.

Section 3.02 – Meeting of the Board.

A. The Board shall provide for the calling and conducting of its regular Board Meetings and Special Meetings in accordance with Government Code §54950 *et. seq.*

Section 3.03 – Minutes.

A. The Secretary shall cause to be kept a summary minutes of the meetings of the Board of Directors and shall, as soon as possible after each meeting, cause a copy of the summary of minutes to be forwarded to each Director and to each of the Members.

Section 3.04 – Voting.

A. Each Member shall have one (1) vote.

Section 3.05 – Quorum; Required Votes ;Approval.

- A. A quorum of the Board for convening of any meeting shall consist of a majority of all Member Directors, or in the absence of a Member Director, such Directors designated alternate. A quorum of the Board must be present at the time of any vote on any matter before the Board. An affirmative vote of at least a majority of all Directors, or designated alternate Director(s) present in a quorum of the Board, shall be required for any action of the Board. Notwithstanding the forgoing, approval of the following matters will require a super majority as set forth below:
1. GSP: _____ (_____) votes.
 2. Annual operating budget: _____ (_____) votes.
 3. Imposition of any fee, charge, or rate: _____ (_____) votes.
 4. Bylaws: _____ (_____) votes.
 5. Removal of Member: _____ (_____) votes.
- B. Conflicts of Interest. The Authority shall adopt a Conflict of Interest Policy.

Article IV: Committees

Section 4.01 – Committee Formation

- A. Committees shall be formed by the Board in order to advise the Board on all matters that fall within the scope of the particular committee's assignment. Committees may be standing or *ad hoc* Committees. Committees shall meet as often as directed by the Board or if no such direction is given, as often as necessary, as determined by the Chair of the Committee.

Section 4.02 – Standing Committees

Two (2) Standing Committees shall be formed as soon as reasonably practical, but no event later ninety (90) days of formation of the Authority as follows:

- A. Advisory Committee. The Board shall create an Advisory Committee for the purpose of conducting community outreach and involvement to insure that the interests of all beneficial users and interested persons are considered by the Authority in the conduct of its purpose including, but not limited to, the formation and implementation of a GSP. The Advisory Committee shall make recommendations to the Board.
- B. Technical Advisory Committee. The Board shall form a Technical Advisory Committee which will be composed of one (1) person appointed each member and any additional persons appointed by the Board.

Article V: Officers

Section 5.01 – Chair and Vice Chair.

The Board shall elect a Chair and a Vice Chair from among the Directors to serve for _____ years. The Chair and Vice Chair shall serve at the pleasure of the Board and shall perform the duties normally required of said Officers:

- A. The Chair preside at and conduct each meeting of the Board; represent the Board as directed by the Board; and perform such other duties as may be imposed by the Board; and may sign all contracts and agreements as approved by the Board.
- B. The Vice Chair shall act and perform all of the Chair's duties in the absence of the Chair.

Section 5.02 – Secretary.

The Board shall appoint a Secretary. The appointment may be from among the employees of the Authority, or if no such employees exist, a consultant. The Secretary shall serve at the pleasure of the Board. The Secretary shall act on behalf of the Authority and perform such other duties as may be imposed by the Board. The Secretary may sign agreements for the Authority when authorized by the Board.

Section 5.03 – Treasurer - Auditor; Custodian of Records.

A. Treasurer - Depositary. The County of Fresno shall be the Depositary and custodian of all the money of the Authority from whatever source and shall have the duties and obligations of the Treasurer as set forth in Government Code §§6505 and 6505.5.

B. Auditor. The Board may also appoint a separate Auditor for the purpose of conducting audits of the Authority's financial records as determined by the Board.

C. Officer in Charge of Records; Funds; and Accounts. Pursuant to Government Code §6505.1, the County of Fresno shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and The Secretary shall have charge of, handle and have access to all of the records of the Authority.

D. Bonding. Pursuant to Government Code §§6505.1 and 6505.5 the Treasurer-Depositary, Custodian of Records, Secretary, or other persons having access to property shall file and Official Bond in an amount to be fixed by the Board.

Section 5.04 – Employees and Consultants.

The Board may hire Employees and Consultants including Engineers, Accountants and Attorneys, to provide services and advise to the Authority to accomplish the purposes of the Authority.

Article VI: Accounts, Reports and Funds

Section 6.01 – Accounts and Reports.

The County of Fresno shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the public and representatives of Members. The County of Fresno, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Members.

Section 6.02 – Annual Budget.

Annual Budget. The Board shall adopt a budget for the Authority. Members shall make contributions which shall be included in the budget adopted by the Board. A Director's affirmative vote to approve the budget does not constitute consent to finance or otherwise participate in any project or projects within that budget.

Sections 6.03 –Reimbursement for Expenditures

Intention for Reimbursement for Expenditures from Grant Proceeds. It is the intent of the Members that the advancement of monies by any Members for expenses of the operational needs of the Authority shall be reimbursed from the proceeds of grants, if grant funds are obtained and such reimbursement is allowable under the terms of any grant agreement.

Section 6.04 – Assessment of Members

Assessment of Members. The Board may vote to assess Members and/or entities within its jurisdiction for a share of the costs incurred by the Authority for which are anticipated to be incurred by the Authority. The Board shall comply with all State requirements for the imposition of such assessments. At the discretion of a majority of the Board of Directors, any Member or entity failing to timely pay an assessment shall lose its privilege to vote on any item presented to the Board, until such assessment is paid.

Section 6.05 – Other Revenue.

Other Revenue. The Board may approve other revenue, as deemed necessary by the Board, in any form permissible by the SGMA or any other provision of law.

Article VII: Liabilities

Section 7.01 – Liabilities of the Authority.

- A. The Authority, and those persons, agencies and instrumentalities used by it to perform the functions authorized herein, whether by contract, employment or otherwise, shall be exclusively liable for any/all injuries, costs, claims, liabilities, damages of whatever kind arising from or related to activities of the Authority.
- B. The Authority shall hold harmless and indemnify the Members, and each of them, including their officers and employees, from any claim or liability arising from acts or omissions of the Authority in pursuit of this Agreement, and in so doing, shall provide the Members, and each of them, with legal defense of any and all claims or liabilities and shall pay reasonable attorney's fees and costs incurred in providing such defense.
- C. Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, the Members, and any officers, agents, and employees for their actions taken within the scope of their duties while acting on behalf of the Authority.

Article VIII – Membership

Section 8.01 – Other Members.

Other Members. The Board may vote to approve other entities to be a Member of Authority with representatives serving as Director and Alternate Director on the Board as set forth in Article III.

Section 8.02 – Removal of Members

Removal of Members. The Board may vote to remove a Member as set forth in Article III.

Article IX – Term; Termination; Withdrawal

Section 9.01 – Term.

Term. The Members hereby agree to establish the Authority to last in perpetuity.

Section 9.02 – Termination.

Termination. This Agreement may be rescinded and the Authority terminated by unanimous written consent of all Members.

Section 9.03 – Withdrawal of Member.

Withdrawal of Member. A Member may terminate its membership ion the Authority at any time upon giving written notice of withdrawal to the Authority. The effective shall be the conclusion of the first Board Meeting date following the written notice. Any Member who withdrawals shall remain obligated to pay share of all debts, liabilities, and obligation incurred or accrued through the effective date.

Section 9.04 – Disposition of Assets.

Disposition of Assets. Upon termination of the Authority, any assets shall be returned to the Members in the same proportion said Members have funded such assets, reserves or surplus, in accordance with California Government Code §6512. The disposition of assets shall be calculated by quantifying the total contribution made by the Member since the inception of the Authority, and not based on contributions received in the last calendar year prior to termination.

Article X –Miscellaneous Provisions

Section 10.01 – Amendment.

This Agreement may be amended from time to time by the unanimous vote of all of the Members.

Section 10.02 – Severability and Validity Of Agreement.

Should the participation of any Member to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that Member's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each Member hereby agrees it would have entered into this Agreement upon the same terms as provided herein as if that Member had not been party to in this Agreement.

Section 10.03 – Assignment.

Except as otherwise provided in this Agreement, the rights and duties of the Members to this Agreement may not be assigned or delegated without the approval of the Board of Directors.

Section 10.04 – Execution In Parts Or Counterparts.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the Members hereto. Facsimile and electronic signatures shall be binding.

Section 10.05 -- Notices.

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the Members beneath their signatures on this Agreement, or to such other changed addresses communicated to the Authority and the Members in writing.

Draft 2/02/2017

Its: *Title*

Its: *Title*

Member's Address:

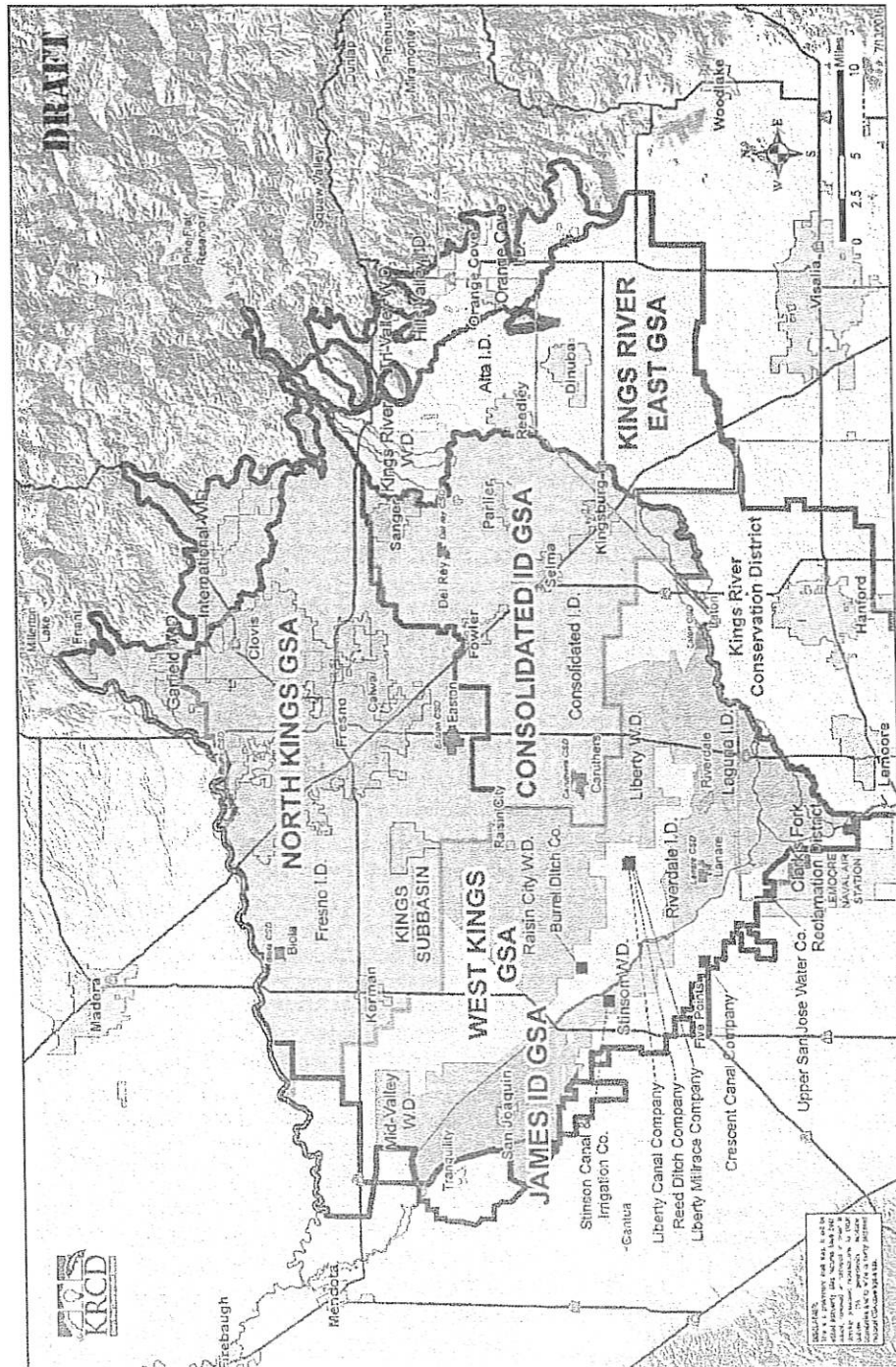
Address

Address

Dated: _____

EXHIBIT A

Kings Subbasin





AGENDA ITEM: 111-10
MEETING DATE: Feb 15, 2017
DEPARTMENT: ADM

REPORT TO CITY COUNCIL

SUBJECT:

Personal code of conduct/ethics for the City of Parlier,

RECOMMENDATION:

Staffs recommend the City Council review Personal Code of Conduct and provide direction at the next council meeting.

BACKGROUND:

The city council provided direction to the city manager and attorney to draft a code of conduct. As part of the staff report a copy of a draft of the code of conduct is provided for your review.

FISCAL IMPACT:

NONE

Prepared By:

Israel Lara Jr.

_____ Finance Director

_____ Attorney

 _____ City Manager



PERSONAL CODE OF CONDUCT/ETHICS FOR THE CITY OF PARLIER

PREAMBLE

The residents and businesses of City of Parlier are entitled to have fair, ethic and accountable local government. Such a government requires that public officials:

- Comply with both the letter and the spirit of the laws and policies affective operations of the government.
- Be independent, impartial and fair in their judgment and actions.
- Use their public office for the public good, not for personal gain.
- Conduct public deliberations and processes openly, unless legally confidential, in an atmosphere of respect and civility.
- Follow the Brown Act as provided and understand the rules and practice of the Brown Act.

To this end, the City of Parlier City Council has adopted this Code of Ethics to encourage public confidence in the integrity of local government and its fair an effective operation.

Elected and Appointed officials shall sign this personal code of conduct at time of their election to office.

City Staff and Volunteers shall sign this personal code of conduct at time of employment.

1. Act in the Public Interest

Recognizing that stewardship of the public interest must be their principal concern, everyone shall work for the common good of the personal code of the City of Parlier and not for any private or personal interest, and they will endeavor to treat all persons, claims and transactions in fair and equitable manner.

2. Comply with the Law

Everyone shall comply with the laws of the nation, the State of California and the City in the performance of their public duties. These laws include, but are not limited to: the United States and California constitutions; the City of Parlier General City, laws pertaining to conduct of interest, election campaigns, financial disclosures, employer responsibilities and open processes of government; and City ordinance and policies.

3. Conduct of Members

Everyone shall refrain from abusive conduct, verbal attacks upon the character or motives of other members of the City Council, boards, commissions, committees, staff or the public.

4. Respect for Process

Duties shall be performed in accordance with the processes and rules of order established by the City Council.

5. Conduct of Public Meetings

Everyone shall inform themselves of public issues, listen attentively to public discussions before the body and focus on this matter on hand.

6. Decisions Based on Merit

Shall be based upon the merits and substance of the matter at hand.

7. Communication

It is the responsibility of everyone to publicly disclose substantive information that is relevant to a matter under consideration that they received from sources outside of the public decision-making processes.

8. Disclosure of Corruption

Everyone shall take an oath upon assuming office, pledging to uphold the constitution and laws of the City, the State and the Federal government. As part of this oath, officials commit to disclosing to the appropriate authorities and/or to the City Council any behavior or action that may qualify as corruption, abuse, fraud, bribery or other violators the law.

9. Conflict of Interest

In order to assure their independence and impartiality on behalf of the public good, not everyone shall use their official positions to influence government decisions in which they have a financial interest where they have an organizational responsibility or a personal relationship that would present a conflict of interest under applicable State law.

10. Gifts and Favors

No one shall take advantage of services or opportunities personal gain by virtue of their public offices that are not available to the public in general. They shall refrain from accepting gifts, favors or promises of future benefits that might compromise their independence judgment or action or give the appearance of being compromised.

11. Confidential Information

Everyone shall respect and preserve the confidentiality of information provided to them concerning the confidential matters of the City of Parlier. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their person's financial or private interests.

12. Representation of Private Interests

In keeping with their role as stewards of the public trust, no one shall appear on behalf of the private interests of a third party before the City Council or any board, commission or committee or proceeding the City.

13. Advocacy

To the best of their ability, everyone shall represent the official policies and positions of the City Council. When presenting their personal opinions or positions, members shall explicitly state that, they do not represent the Council or the City.

16. Improper Influence

Everyone shall refrain from using their position to improperly influence the deliberations or decisions of City staff, boards, commission or committees.

17. Policy Role of Members

Everyone shall respect and adhere to the Council-Manager structure of the City of Parlier City Government as provided in State law the General City.

18. Positive Work Environment

Everyone shall support the maintenance of a positive and constructive environment for residents, businesses and City employees.

19. Implementation

Ethics standards shall be included in the regular orientations for Staff and Volunteers. All members shall sign a statement affirming they read and understand the City of Parlier City Council Code of Ethics.

20. Compliance and Enforcement

Everyone has the primary responsibility to assure that ethical standards are understood and met and that the public can continue to have full confidence in the integrity of City government.

This personal code of conduct shall be considered to be a summary of ethical conduct by Parlier Staff and Volunteers.

I affirm that I have read and understand the City of Parlier Council Personal Code of Conduct.

I acknowledge that I may be removed from my elected/appointed office or volunteer position by the City Council if my conduct falls below these ethical standards.

Signature

Date



AGENDA ITEM: III-C
MEETING DATE: Feb 15, 2017
DEPARTMENT: ADM

REPORT TO CITY COUNCIL

SUBJECT:

Employee handbook 2017,

RECOMMENDATION:

Staffs recommend the City Council review Employee handbook and provide direction at the next council meeting.

BACKGROUND:

As part of the staff report a copy of a draft of the employee handbook is provided for your review. Also included is the handbook that is currently used.

FISCAL IMPACT:

NONE

Prepared By:

Israel Lara Jr.

_____ Finance Director _____ Attorney _____ City Manager

PERSONNEL POLICIES FOR
PARLIER CITY EMPLOYEES

APPROVED BY THE PARLIER CITY COUNCIL
~~JANUARY 2013~~ JANUARY 2013 JANUARY 2003

ADOPTED BY
RESOLUTION NO. ~~2003-03~~ 2013

THESE POLICIES APPLY TO ALL CITY EMPLOYEES, OTHER THAN EMPLOYEES SUBJECT TO A MEMORANDUM OF UNDERSTANDING (MOU) OR WRITTEN CONTACT BETWEEN THE CITY AND THE EMPLOYEE OR A RECOGNIZED EMPLOYEE ORGANIZATION.

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| TABLE OF CONTENTS

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EMPLOYMENT CATEGORIES, HOURS AND PAY

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EMPLOYMENT CATEGORIES, HOURS AND PAY

1. EMPLOYMENT CATEGORIES

A. Employees are classified as either Competitive Service Employees or At-Will Employees.

(i) Competitive Service Employees are defined in the Personnel Ordinance and include, but are not limited to, the following positions:

Executive Assistant/Deputy City Clerk	Equipment Mechanic
Senior Administrative Assistant	Facility Maintenance Worker I
Administrative Assistant I/II	Lifeguard
Animal Control Officer	Recreation Specialist I-III
Associate Planner	Senior Utility Maintenance Worker
Assistant Planner	Utility Maintenance Worker I-III
Accounting Administrative Assistant I/II	Accounting Technician I/II/III
Accounting Assistant I/II/III	Accountant I/II/III
Operator or Training Maintenance I	Utility Maintenance I/II
CDBG I/DBU Coordinator	Inspector/Building Inspector I-III
Code Enforcement	Senior Officer, Event Custodian
Facility Maintenance I	Utility Maintenance
Administrative Treatment Plant Operator I/II	Wastewater Treatment Plant Operator I-III
Police Lieutenant	Reserve Police Officer
Police Sergeant	Police Jailer
Police Corporal	Senior Police Records Technician
Police Officer	Police Records Technician I-III

Competitive Service Employees serve a probationary period, generally, of up to six months. The probationary period can be extended for up to an additional six months. The probationary period for the Police Department is one year. (Please see the Personnel Ordinance for more information on probationary periods).

B. At-Will Employees
Employees are all employees who are exempt from overtime who are not covered by an employee bargaining unit, and include the following positions:

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City Manager _____ Director of Maintenance and Operations
Police Chief _____ Director of
Economic Development
Director of Administrative Services _____ Director of Community Development
Services Superintendent
Finance Director

B. Employees are classified as either exempt or non-exempt (hourly) per state and federal regulations.

Exempt employees are not entitled to overtime pay. They are expected to work whatever hours are required to get the job done for the weekly salary they are being paid. Exempt employees are not paid extra when it is necessary for them to put in additional time to get the job done. But, when exempt employees need to take occasional time off to deal with personal

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business (i.e. an hour here or there), the employee's salary is not reduced for the time that he/she takes off of work.

11. **Non-exempt employees** are paid on an hourly basis. Whenever they work more than eight hours in a single workday or forty hours in a single workweek, they are paid additional wages at one and one-half times their regular rate of pay. However, whenever they take time off from work for personal business (other than vacation, sick time and compensation time off), they are not paid for that time not worked.

12. **Additionally**, employees are classified as Permanent Full Time, Permanent Part Time or Temporary. Permanent means that an employee is hired to work on an ongoing basis, with a defined workweek and either a defined salary or hourly rate.

13. **Permanent Full Time:** Employees who were hired as the result of a competitive examination process and successfully completed probation, as well as department directors and the City Manager, and who are regularly scheduled to work forty hours per week.

A ii. **Permanent Part Time:** Employees who were hired as the result of a competitive examination process and successfully completed probation, and are hired for no more than twenty hours per week.

B iii. **Temporary:** Employees who are hired to work for a limited period of time not to exceed 180 days or 900 hours in any calendar year.

D. An employee in a Temporary position will not become a Permanent Full Time or Permanent Part Time employee just by working more hours or an extended period of time. A change in status can only be made in writing by the proper authority. Please see the Personnel Ordinance for other definitions of employment categories.

A. WORKWEEK AND WORKDAY

Except where otherwise provided, the regular workweek for all employee positions is forty hours. The workweek shall begin on Saturday at 12:01 a.m. and end the following Friday at midnight. The workday is a consecutive twenty-four hour period beginning at 12:01 a.m. and ending at midnight.

B. **WORK SCHEDULE** Work Scheduled may be:

• Five consecutive 8-hour days on and two consecutive days off; or
• Four consecutive 9-hour days on and one 4-hour day on, and two consecutive days off within a week.

• Exceptions may apply to employees in the Police Department, Recreation and Leisure and other Public Works positions.

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4. EXCHANGE OF WORK SHIFTS

A. All exchanges of work shifts must be approved in advance and in writing by the department head/supervisor.

5. OVERTIME

A. When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of overtime will be provided. The department head/supervisor must approve all overtime in advance of it being worked. Overtime assignments will be distributed as equally as is practical to all employees qualified to perform the required work.

B. Overtime is paid in accordance with the state overtime law.

B. Overtime is paid in accordance with state wage and hour regulations and the FLSA and is based on actual hours worked. All time worked over eight hours in a single workday and over forty hours in a single workweek and the first eight hours worked on the seventh consecutive day worked in a work week will be paid at one and one-half times the employee's regular hourly rate of pay. All time worked after twelve hours in a single day, and all hours worked over eight hours on the seventh consecutive day worked in a work week will be paid at double time the employee's regular rate of pay. Paid time off for sick time, unpaid leaves of absence, vacation, holidays, jury duty and other such time, is not considered as time worked and will not be considered when calculating overtime hours and pay.

C. Employees who fail to work scheduled overtime or who work overtime without prior authorization from the department head/supervisor may be subject to disciplinary action.

D. If an employee is required to work longer than the regular workweek or work shift, he/she shall be paid for the approved overtime by:

- Being allowed off a like amount of working hours during the same pay period without deduction from the employee's compensation; or
 - Payment for such overtime at one-and one-half times the employee's regular rate of pay; or
 - Accumulating such overtime as "compensatory time off" to be taken during subsequent pay periods, the accumulation of which may not exceed eighty hours.
- E. The employee may decide if he/she wants to be paid with

- Accumulating such overtime as "compensatory time off" to be taken during subsequent pay periods, the accumulation of which may not exceed eighty hours. E. The employee may decide if he/she wants to be paid for such overtime.

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E. The employee may decide if he/she wants to be paid overtime in the pay period it was worked, take time off instead of being paid overtime in that same pay period, or accumulate overtime as compensatory time off. The maximum number of compensatory hours an employee may accumulate is eighty hours. Anything over eighty hours will be paid out to the employee.

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6. REST AND MEAL PERIODS

A. Employees are required to take one rest period of fifteen minutes in length for each 4-hour period worked unless operational needs otherwise dictates. To the extent possible, breaks will be provided in the middle of each work period. Since these rest periods are paid time, employees cannot leave their work site nor be absent from their workstation beyond the allotted rest period unless prior approval by the department head/supervisor is obtained.

1. Employees may take up to a 1-hour meal period during each workday, however, they are required to take a minimum of thirty minutes for their meal period. Department heads/supervisors will schedule meal periods to accommodate operating requirements. Employees are relieved of all active responsibilities and are not authorized or permitted to work during their meal periods.

2. Lactation breaks may be provided to nursing mothers. If you are a nursing mother who needs to express milk while at work, you may do so during your regularly scheduled rest and meal periods. If for some reason those times do not allow you to complete the process, and additional time is needed, upon notification to your department head/supervisor, the City will make every effort to accommodate your request for additional time on a non-paid basis and to provide a private place for this purpose.

7. TIMEKEEPING

A. Non-exempt employees must keep accurate records of actual time worked. The City is required to keep an accurate record of actual time worked in order to calculate employee pay and benefits. Non-exempt employees must accurately record the time they begin and end their workday, the beginning and ending time of any split shift, beginning and time of their meal period, and beginning and ending time of work time taken off for personal reasons. The employee's immediate supervisor must approve all overtime worked in advance.

1. Altering, falsifying, or tampering with timesheets, or recording time on another employee's time record will result in disciplinary action.

2. Non-exempt employees should report to work no more than seven minutes prior to their scheduled starting time and end their work no more than seven minutes after their scheduled ending time. Any change from the above schedule requires advance written approval from the department head/supervisor.

3. Non-exempt employees must sign their timesheets certifying the accuracy of the times recorded. The department head/supervisor will review and sign the timesheet for payroll processing. Both the non-exempt employee and the department head/supervisor must initial all corrections and modifications to the time sheets that will attest to its accuracy.

8. PAYDAYS

Employees are paid bi-weekly, no later than every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period if applicable,

4. In the event a regularly scheduled payday falls on a holiday (i.e. a

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Friday), employees will be paid no later than on the preceding Thursday.

9. STANDBY OR ON-CALL TIME

Wages for all hourly non-exempt employees will be Standby Time is generally not paid for all time the unless an employee is under the control for of the City and is suffered or permitted to work, whether or not actually required to do so. As an example, an employee who, meaning he/she has to remain at or near his/her work station ready to work as needed. As an example, an employee who is on call in on-standby and who is called back to

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shall be paid one-and one-half times the employee's regular rate of pay for each hour or fraction thereof worked in excess of eight hours per day.

10. PAY ADVANCES

The City does not provide pay advances or extension of credit on wages to any employee.

11. ACTING PAY

Employees appointed to serve in the position of Acting City Manager or Acting Department Head, shall receive an additional compensation called "Acting Pay" during the period of such assignment. For Acting Pay to occur, the City Manager or Department Head must be away from his/her official duties for a period of not less than seventy-two hours. Acting Pay shall be a ten to twenty percent increase over the employee's regular base pay, at the discretion of the City Manager. During the period that such employees are receiving Acting Pay, they shall be considered "exempt" under applicable federal wage and hour laws. No additional benefits shall be earned or accrued during such assignment.

12. ADMINISTRATIVE PAY CORRECTIONS

The City takes all reasonable steps to assure that employees receive the correct amount of pay in each paycheck and employees are paid promptly on scheduled paydays.

In the event there is an error in the amount of pay, the employee should promptly report any errors to his/her department head/supervisor head so that a correction can be made as quickly as possible. Underpayments and overpayments will be corrected in the next regular paycheck unless this presents a burden to the employee (where there is a substantial amount owed). In that case, the City will attempt to arrange a schedule of repayments minimizing the inconvenience to all involved.

13. PAY DEDUCTIONS (INCLUDING GARNISHMENTS)

The law requires that the City make certain deductions from every employee's pay such as: federal and state income taxes, social security and ~~medicare~~Medicare taxes, wage garnishments (per court order only). The City offers others programs and benefits. Eligible employees may voluntarily authorize deductions from their paychecks for dependent support, credit union savings and net check direct deposit for any legal purpose. If the City is given a mandatory garnishment order for the employee, the City will also deduct a processing fee from the employee's paycheck for each payday the order is in effect, as authorized by the garnishing authority. However, such fee shall not exceed the statutory amount as prescribed by law.

If you have any questions concerning why a particular deduction was made from your paycheck or how it was calculated, your supervisor can assist in having your questions answered.

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14. ATTENDANCE-SICK LEAVE POLICY

A. Being at work on time on a consistent basis is a condition of employment. Each department will maintain attendance records, and employees who experience excessive absenteeism ~~and/or~~ unauthorized late arrivals or absences, will be subject to disciplinary action ~~up to and including termination~~.

B. Employees are required to call their department head/supervisor prior to the start of their regular shift to advise of any late arrivals or absences. Failure to call in advance of an absence and/or failure to show up for work without calling in will be violation of the Attendance-Sick Leave Policy and ~~shall~~ result in disciplinary action ~~up to and including termination~~. Failure to call in and show up for work for three days in a row will result in termination unless justification is provided. Even though paid sick leave is a benefit provided to all ~~permanent, full-time~~ employees, missing work every month may be considered excessive absenteeism. Excessive absenteeism is generally considered to be:

Using sick leave every month for three or more months in a row without justification; and/or

Being late to work or from lunch six or more times in a month; and/or

Having a total of six absences in a six month period (an absence can be up to three days without a doctor's note and up to five days with a doctor's note).

C. Absences longer than five days will require a doctor's note, and an extensive review by the department head/supervisor will ensue to determine whether the employee should be allowed continued employment. Generally, absences from work for a period of greater than five days without a doctor's note is considered abandonment of his/her job, resulting in termination. Disciplinary action will be determined on a case-by-case basis. The City will consider any special circumstances such as issues related to disabilities as defined by the state and federal laws.

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The aforementioned process will generally not apply to personnel records that do not identify a particular employee or in some cases involving industrial relations or workers' compensation proceedings.

C. Pitchess motions for law enforcement records should be reviewed by legal counsel. Employees who are unsure how to proceed with any subpoena should consult with the files in the presence of an individual appointed by the City Manager and of City Attorney to maintain such files.

1746. REFERENCE AND BACKGROUND CHECKS

To protect all parties, only the City Manager or his designee is authorized to verify employment for any current employee. Only the date of hire and position title will be provided to any individual or company without written authorization of the employee. Verification of any additional information will be provided only with the employee's written authorization and will only be provided in writing. All employees must submit to a Live Scan fingerprint background check.

1847. EMPLOYMENT REFERENCE INQUIRIES

Only the City Manager or his designee is authorized to provide employment references for current or prior employees. Unless otherwise authorized by the City Manager, only the dates of employment, positions(s) held, and last salary will be confirmed and only in writing. All letters of recommendation will be at the discretion of the City Manager and will be provided only in response to interested employers.

19. DESTRUCTION OF RECORDS

Personnel files of present or past employees shall not be deliberately altered, damaged, destroyed, or discarded, except in accordance with the provisions of existing law governing record destruction and upon receipt of written approval of the City Attorney.

20. MEDICAL INFORMATION

A. All medical and psychological information about an employee or applicant is kept separately and is treated as confidential, in accordance with the ADA and the California Confidentiality of Medical Information Act (CMI), Code of Regulations, and any other applicable law.

B. The City will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. The employee has the right to obtain certain medical information from the employer in person or, if desired, by a third party, for the purpose of obtaining or improving medical information.

When a manager or other authorized person receives a request for medical information, the manager or other authorized person shall inform the employee or applicant of the right to obtain certain medical information from the employer in person or, if desired, by a third party, for the purpose of obtaining or improving medical information. The manager or other authorized person shall also inform the employee or applicant of the right to obtain certain medical information from the employer in person or, if desired, by a third party, for the purpose of obtaining or improving medical information.

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employee signs an Authorization for Release of Employee Medical Information, documents are properly subpoenaed or by court order. The City will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, the City will communicate those limitations to the person or entity to which it discloses the medical information.

21. EMPLOYEE RIGHT TO REVIEW ADVERSE COMMENTS

No adverse comment or negative investigation finding shall be entered into an employee's personnel file before the employee has been given the opportunity to review and sign the adverse material. If the employee refuses to sign an adverse comment or investigative finding, this fact will be noted on the document and then entered into the employee's personnel file.

22. EMPLOYEE RIGHT TO RESPOND TO ADVERSE COMMENT

Employees shall have the right to file a written response to any adverse comment placed into their personnel file; provided that the written response is filed no longer than thirty (30) calendar days from the date the employee was given the opportunity to review the adverse comment and informed that it was being placed into his or her personnel file.

When an employee response to an adverse comment is received within the thirty (30) calendar day period specified, the response shall be attached to and become part of the adverse comment documentation.

18. RESIGNATION

At-will and competitive service employees are encouraged to give at least two weeks notice of their voluntary resignation. While it is not an absolute requirement, the City will consider the notice period provided by the employee when considering an employee's eligibility for rehire. A written letter of resignation is to be provided to the employee's department head/supervisor stating the general reason for the resignation and the effective date. The employee may be requested to attend an exit interview with the City Manager. The request for a notice of resignation does not alter the status of an employee who is considered at-will.

19. LAYOFFS

The City will make every effort to give all Permanent Full Time and Permanent Part Time employees two weeks notice of a layoff where possible. Employees to be laid off will be determined based on the provisions of Layoff Procedures, Chapter 4.04 and 4.06 of the Personnel Ordinance. As stated in those procedures, the employee holding the position n

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may be laid off or demoted to a vacancy, if any, in a lower class for which the employee is qualified. The employee affected by the layoff has the right to displace an employee in the same department who has less seniority in a lower classification in which the affected employee once had regular status.

TERMINATIONS

Involuntary terminations for Competitive Service employees will be conducted per Personnel Ordinance, Chapter 4.03 and for at-will employees based on Chapter 4.06. All equipment, uniforms, keys, vehicles and other City-owned property must be returned at the time of the termination. The City will ensure that all accrued and vested benefits will be paid at the time of termination, and the employee will be advised of his/her COBRA and unemployment benefits. An exit interview will usually be conducted as part of the exit process.

PERSONNEL DATA CHANGE

It is the responsibility of each employee to promptly notify the City Manager's Office of changes in their personnel status, including the following matters:

Personal mailing addresses; telephone numbers; number, names and ages of dependents; marriage status; individuals to be contacted in the event of an emergency; professional licenses; educational accomplishments; driving license revocation; arrests and/or convictions of any criminal offense; and citations for activities while engaged in City business.

22. EMPLOYMENT APPLICATIONS

The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented during the hiring process. Any important misrepresentation or falsification of such information may result in the City's exclusion of the individual from further consideration for employment or, after the person has been hired, termination of employment. Employees should review Personnel Ordinance Sections 4.08.010 through 4.08.130.

It is the applicant's responsibility to notify the Personnel Department of his/her interest in available positions.

23. PERFORMANCE EVALUATIONS

Department heads/supervisors are encouraged to discuss job performance and goals with employees on an informal, day-to-day basis. Formal performance evaluations are conducted prior to the expiration of an employee's probationary period. Performance evaluations are a tool to use in recognizing employee's achievements, strengths and areas needing improvement. Employees are generally reviewed annually.

24. PROPERTY, PRIVACY AND SEARCH POLICY

A. Desks, storage areas, work areas, file cabinets, credenzas, computer systems, office telephones, modems, facsimile machines, copiers, and City vehicles are the property of the City and must be kept in good, clean condition at all times and

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are to be used only for work purposes, except as provided in this policy. The City reserves the right, at all times, and without prior notice, to inspect and search any and all City property for the purpose of determining whether this policy or any other City policy has been violated, or whether such inspection and investigation is necessary for purposes of safety in the workplace or compliance with state and federal laws. Such inspection may be conducted during or after business hours and in the presence or absence of the employee.

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a) Additionally, the City may request the right to inspect personal property of the employee when there is reasonable cause to suspect that a violation of City policy or work rules has occurred, including but not limited to, the presence of illegal drugs, alcohol, weapons or other contraband, or to investigate allegation of theft or unauthorized possession of City and/or co-worker property. An employee's personal property includes but is not limited to the employee's automobile, lunch box, cooler, purse, parcels and similar items. (Note: an employee who has a license to carry a weapon may not do so on City property or business.) Failure of the employee to consent to the search of his/her personal property under these circumstances will require a review of the facts by management without consideration of the employee's refusal to consent to the search. The City reserves the right to impose discipline, up to and including termination, depending upon the facts that exist in a particular situation.

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b) The City's computer systems and other technical resources including any voice mail, or e-mail systems, are provided for use in the pursuit of City business and are to be reviewed, monitored and used only in that pursuit, except as provided in this policy. As a result, computer data, voice mail and e-mail are readily available to several people. If an employee performs or sends work on the City's computer systems or other technical resources, that work may be subject to the investigation, search and review of others per this policy. Additionally, any electronically stored communications that an employee either sends to or receives from others may be retrieved and reviewed where such investigation serves the legitimate business interests and obligations of the City.

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Employees of the City may be permitted to use the City's equipment for occasional, non-City business, with the permission of the employee's department head/supervisor or City Manager. Nevertheless, the employee has no right of privacy as to any information or file maintained in or on the City's property or transmitted or stored through the City's computer systems, voice mail, e-mail or any other technical resources. For purposes of inspecting, investigating or searching employee's computerized files or transmissions, voice mail, or e-mail, the City may override any applicable passwords or codes in accordance with the best interests of the City, its employees, clients, customers or visitors. All bills and other documentation related to the use of the City's equipment or property are the property of the City and may be viewed and used for purposes that the City considers appropriate.

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Using the Internet, e-mail, or voice mail for illegal, harassing, retaliatory, discriminatory purposes (examples include, but are not limited to: accessing pornographic sites, sending cartoons or jokes that are sexual or discriminatory in nature, sending notes/letters that are harassing or sexual in nature to co-workers or anyone else) during working and/or non-working hours is not permitted. Additionally, messages on the City's voice mail or e-mail systems are subject to the policies regarding harassment, discrimination, retaliation and illegal activity, as are any other workplace communications. Offensive, harassing, retaliatory, or

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or discriminatory content in such messages will not be tolerated. Any violation of this policy will be subject to disciplinary action up to and including termination. Where City provided technology has been used for illegal purposes, management will cooperate with any legitimate law enforcement agency.

F. Employees are not to read or use files that they are not ~~authorized~~ authorized to use or read. Unauthorized review, copying, distribution, removal, damage or alteration of files, passwords, computer systems or programs, or other property of the City, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action up to and including termination. Any current, terminating or former employee who removes City information such as that noted above and including but not limited to customer files, proposals, RFP's, and other similar information will be subject to legal ramifications.

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Except as otherwise provided by existing Memorandum of Understandings, or as subsequently adopted by the City Council, the following employee benefits are provided:

25. HOLIDAYS

A. The City will grant holiday time off with pay to all Permanent Full Time employees on the days listed below:

- ____ New Year's Day (January 1)
- ____ Martin Luther King, Jr. Day (third Monday in January)
- ____ President's Day (third Monday in February)
- ____ Caesar Chavez Day (last Friday in March)
- ____ Memorial Day (last Monday in May)
- ____ Independence Day (July 4)
- ____ Labor Day (first Monday in September)
- ____ Veterans' Day (November 11)
- ____ Thanksgiving (fourth Thursday in November)
- ____ Day after Thanksgiving
- ____ Christmas (December 25)
- ____ Floating Holiday (two)

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

If a holiday falls during an eligible employee's paid absence (i.e. vacation), credit for the holiday will be provided. If a non-exempt employee works on a holiday, he/she will receive holiday pay plus his/her regular rate of pay for the hours worked.

The "floating holidays" referred to above are earned each year. To be eligible for a floating holiday, employees must complete one year of service as a Permanent employee. The floating holiday must be scheduled with the prior approval of the employee's department head/supervisor at least three days before taking it. Additionally, the City may pay the floating holiday at the request of the employee and

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the approval of the department head/supervisor. The floating holiday must be taken or paid with the fiscal year the holiday is earned or it will be lost.

Paid time off for all holidays will not be counted as hours worked for the purposes of determining overtime.

26. VACATION

A. Vacation time off with pay is available to only Permanent Full Time employees in order to provide opportunities for rest, relaxation, and personal pursuits.

Years of Service: Vacation Accrual Rate:

0 through 4 years	5 through 10 years	11 years plus	3.69 hours per pay period=8 hours per month
			5.54 hours per pay period=12 hours per month

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In the event one or more City holidays fall within an eligible employee's vacation leave, such holiday shall not be charged as vacation leave. Employees on military leave earn vacation and holiday pay during such leave.

Permanent Full Time employees begin to accrue paid vacation leave from the first day they officially enter an employment classification. Once the probationary period is completed, employees are eligible to take accrued vacation. As an example, even though a probationary employee has a total of thirty hours of vacation time after working four months, the employee cannot take that vacation time off with pay until he/she completes the probationary period, which may be six months.

To take vacation, employees must submit their vacation request to their department head/supervisor in writing. A vacation will not be granted until the department head/supervisor has approved the vacation in writing. The requests will be granted based on a number of factors, including the business and staffing requirements of the City. Vacation leave is paid in the same manner as work time.

Earned vacation leave may be accumulated without limit. On the first payday in December of each year, at the written request of the employee and written approval by the City Manager, any or all of the unused vacation leave accrued balance in excess of two hundred and forty hours may be paid to the employee at the employee's current rate of pay, with the resulting reduction of accrued vacation leave balance for the hours paid.

Upon termination of employment, employees will be paid for unused vacation leave earned through the last day of work at the rate of his/her pay at date of termination.

27. PAID SICK LEAVE

Eligibility

- i. A part-time/hourly/seasonal unrepresented employee, not excluded by the provisions of Labor Code section 245.5 (a), qualifies for paid sick leave by being employed by the City of Parlier ("City"), on or after January 1, 2015, for at least 30 calendar days within a year.

Qualifying employees must be employed for 90 calendar days before any accrued sick leave may be taken. For purposes of calculating the 90 days of employment only, the length of employment shall be measured using the month of each employee's hire date, such that an employee hired after the first day of the month is given credit for that entire month. (For example, an employee hired on July 15, 2015, would be eligible for paid sick leave on October 1, 2015.)

This policy applies only to unrepresented part-time/hourly/seasonal employees not covered by Memorandums of Understanding, employment contracts, salary and benefit resolutions or any other policy, and who are not a retired annuitant as defined in Labor Code section 245.5(a)(5).

- ii. Employees categorized as regular employees are not eligible for additional sick leave, as described in this policy. Regular employees are eligible for paid sick leave under applicable

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Memorandums of Understanding, employment contracts, personnel rules, salary and benefit resolutions.

E.B. Crediting of Paid Sick Leave

- i. Qualified employees will be credited with 24 hours, or three days, whichever is greater, of paid sick leave, on their first day of employment or July 1, 2015, whichever is later.
- kk.ii. After the first 12 months, qualified employees will be credited with 24 hours, or three days, whichever is greater, of paid sick leave each year. A year is July 1st for qualified employees hired on or before July 1, 2015; a year is the first day of the qualified employee's original month of hire for employees hired after July 1, 2015.
- iii. Unused accrued sick leave hours will not carry over from one year to the next.

F.A. Use of Paid Sick Leave

- i. Employees may use accrued paid sick leave hours, beginning with their 90th day of employment with the City, subject to Section A (ii) above.
- ii. An employee may not use paid sick leave hours before they are accrued.
- iii. Employees may only use up to 24 hours, or three days, whichever is greater, of accrued sick leave in any one year.
- iv. The minimum charge to paid sick leave is set at one hour up to the maximum number of hours the employee is scheduled to work for the day requested.
- v. An employee may submit an oral or written request to use paid sick leave for any purpose allowed by the Act, such as:
 - a) An illness affecting the employee or a qualifying family member;
 - b) The diagnosis, care, or treatment of an existing health condition of the employee or qualifying family member;
 - c) Preventative care, such as annual physicians or flu shots for the employee or qualifying family members;
 - d) For an employee who is the victim of domestic violence, sexual assault, or stalking, to take time off to:
 - 1) To obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of the employee or the employee's child, such as a temporary restraining order, restraining order, or other injunctive relief;
 - 2) To seek medical attention, obtain services from a shelter, program, or rape crisis center;
 - 3) To obtain psychological counseling;
 - 4) To participate in safety planning;
 - 5) To take other actions to increase safety from future incidents.

vi. -For purposes of this policy, the term "family member" is defined as:

- e)a) A child, which includes a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis;
- f)b) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- g)c) A spouse;
- h)d) A registered domestic partner;
- i)e) A grandparent;
- j)f) A grandchild; or
- k)g) A sibling.

6.11 Employee Notification Obligations

- i. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance written notice. For example, the employee's supervisor should be notified of a scheduled appointment during the employee's ensuing shift, not less than three days prior to the scheduled appointment, if possible.
- ii. An employee may request to use sick leave on an unscheduled basis by calling his/her supervisor as soon as practicable, but no later than within the first thirty (30) minutes of his/her scheduled start time, if possible.
- iii. The employee shall not be required to search for, or find, a replacement worker to cover the hours during which the employee uses paid sick leave, as a condition of using paid sick leave.
- iv. A supervisor, with the concurrence of the City Manager, or a designee, may require an employee to provide a written explanation from a physician, providing the reason for an unscheduled absence, and/or indicating that the employee is medically cleared to return to work. The employee must be told in advance of this requirement.

6.12 Payment of Paid Sick Leave

- i. Paid sick leave hours will be compensated at the employee's current hourly wage.
- ii. Paid sick leave will be paid no later than the payday for the next regular pay period after the sick leave was taken. The employee is responsible for ensuring accurate reflection of sick leave taken on the appropriate timecards.
- iii. Payment will be based on the employee's available accrual balance.

Separation from Employment

- i. No compensation will be provided to an employee for any accrued, and unused, sick leave hours at the time of the employee's

resignation, termination, retirement, layoff, or other separation from employment.

- ii. If an employee is rehired within one (1) year of the date of separation, any accrued and unused sick leave hours will be reinstated, and available for the rehired employee to use for the remainder of the year. If the employee has already satisfied the 90 days of employment as specified in section A. (ii) above, the employee shall not be required to wait 90 days from his/her rehire date before paid sick leave hours can be used.

1.9 Employer Notification and Recordkeeping Obligations

- i. The City shall provide employees with written notice, setting forth the amount of paid sick leave available for use. The notice will be provided either on the employee's itemized wage statement or in a separate writing, provided on the designated pay date with the employee's paycheck.
- ii. The City shall display a poster at each workplace that contains information specified in the Labor Code.
- iii. The City shall retain all paid sick leave accrual and usage records for a period of at least three (3) years. Such records will document the hours worked and paid sick leave hours accrued and used by each employee. An employee may request access to his/her records in the same manner, regarding itemized wage statements and pay stubs.

BEREAVEMENT LEAVE

Permanent Full Time employees are eligible for up to five days paid bereavement leave in the event of the death of a person in the employee's immediate family. Immediate family means the employee's father, step-father, mother, step-mother, brother, stepbrother, sister, step-sister, spouse, children, grandparents, parents-in-law, or any other relative residing in the employee's household, or under the employee's care. For the death of other persons, vacation, compensation time or time off without pay may be requested from the City Manager. Vacation and sick leave continues to accrue during the period of bereavement leave.

PENSION PLAN

The City contributes annually to ~~CIPF Pension Plan~~ (a defined benefit pension plan) for its Permanent Full Time employees. The employees are currently not required to make contributions.

DEFERRED COMPENSATION

The City offers two deferred compensation plans to its Permanent Full Time employees. For exempt employees, the City will contribute up to 4.5% of the employee's annual pretax compensation, with a required dollar for dollar match by the employee. Employees may authorize voluntary deductions from their pay up to the statutory limits allowed by

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the IRS on a pre-tax dollar basis. Information will be provided by the City Manager's
I.
office regarding this benefit.

FLEXIBLE BENEFIT PLANS-CAFETERIA PLAN

The City offers three flexible benefit plans to Permanent Full Time employees.
Each plan complies with IRS Code Section 125 that allows for pre-tax dollars to be
voluntarily

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deducted from the employee's pay for the purposes of (1) out-of-pocket medical expense reimbursements, (2) daycare expense reimbursement, and (3) insurance premium conversion to pre-tax dollars.

32. MEDICAL, DENTAL AND VISION BENEFITS

The City provides medical, dental and vision benefits for Permanent Full Time employees and their dependents. Employees are required to pay a small amount as deemed necessary by the City Council through payroll withholding if they choose to cover their family.

Employees who are covered by their spouse's benefits can sign a form stating that they do not need the medical, dental and vision benefits combined (and not just medical or just dental or just vision, or any combination thereof) because they have other coverage. Instead of these benefits, each payday employees may receive either an additional \$35 or the amount that is equal to one-half of the premium for a single employee under age 30.

Medical, dental and vision benefits become effective the first day of the month following the completion of the first thirty days of employment.

33. WORKERS' COMPENSATION

The City provides a comprehensive workers' compensation program at no cost to all employees. This program covers any injury or illness sustained in the course of employment that requires medical care or requires the employee to be off from work. Subject to applicable requirements, workers' compensation provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who are injured on the job must inform their department head/supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable the employee to qualify for coverage as quickly as possible, and allow the City to take corrective action in preventing further similar occurrences.

Neither the City nor its workers' compensation administrator will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in off-duty recreational, social, or athletic activities sponsored by the City. City employees who are required to work on weekends or holidays are covered during such periods.

34. SURVIVOR INCOME LIFE INSURANCE

The City provides to its Permanent Full Time employees survivor income life insurance. Information regarding this benefit can be obtained at the City Manager's Office.

35. LONG-TERM DISABILITY

The City provides to its Permanent Full Time employees long-term disability insurance. Information regarding this benefit can be obtained at the City Manager's Office.

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LEAVES WITHOUT PAY

A. Family Medical Leave/California Family Rights Leave

(i) Family and medical leave will be admissible and granted in accordance with federal and state law and in accordance with administrative policies.

(ii) Depending upon a number of factors (i.e. number of employees within a seventy-five mile radius for a specified period of time), Family Medical Leave (FMLA) and/or California Family Rights Leave (CFRLA) may be available for eligible employees. Employees who have been employed with the City for twelve months or longer, and who have at least 1,250 hours during the preceding twelve months period before the date the leave is to begin, may be eligible for FMLA and/or CFRLA leave, which provides up to a maximum of twelve work weeks of unpaid family medical leave within a twelve month period from the date the leave began. FMLA/CFRLA leave is permitted for the birth of the employee's child, or placement of a child with the employee for adoption or foster care, to care for the employee's spouse, child or parent who has a serious health condition, or for a serious condition that makes the employee unable to perform his/her job including a work-related injury or illness. Since a number of leave options may apply, the City reserves the right to run leaves concurrently where appropriate, such as FMLA and CFRLA leave, FMLA, CFRLA and work-related injury, illness leave; and Pregnancy Disability Leave (PD) and FMLA leave.

(iii) The City will designate a leave of absence as an FMLA/CFRLA leave when the employee is eligible. Should an employee take such a leave for personal illness, the employee will be required to use all accrued sick leave and vacation time. When such a leave is granted to care for a family member, then the employee will be required to use all accrued vacation time during such leave. The use of paid time will not extend the maximum time allowed for a leave.

Whenever possible, employees are to provide a minimum of thirty days advance notice of the need for a leave. Otherwise, notice of the need for the leave must be provided as soon as is practical. Medical certification supporting the request for the leave is required in advance of the leave; second opinions (at the City's expense) may be required. The City will provide a Leave of Absence form, to be signed by the City Manager authorizing the leave. Additionally, prior to returning to work from a personal FMLA/CFRLA Medical Leave, a medical release to return to work must be provided at a minimum of two (2) working days prior to the date of the return.

Under most circumstances, upon return from a FMLA/CFRLA Leave, an employee will be returned to his/her original job or to a job equal in pay, benefits and other terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

Employees returning from FMLA/CFRLA Leave will be reinstated to the same seniority level as when the leave started. Seniority will accrue during paid leave; all other benefits, i.e. vacation, sick leave or pension benefits do not accrue during leaves of absence.

An employee who takes a FMLA/CFRLA Leave will continue participating in health and welfare benefit plans in which he/she was enrolled the first day.

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of the leave for up to ~~twelve~~ twelve weeks. The City will continue to make the premium contribution as if the employee was continuing to work so long as the employee makes his/her required contributions.

Failure to return to work at the end of a ~~FMLA/CFRA~~ Leave may result in termination of employment. Employees who do not return ~~from~~ a ~~FMLA/CFRA~~ Leave may be eligible for insurance continuation under COBRA.

B. Pregnancy Disability Leave

The City provides employees who are disabled due to pregnancy, childbirth or related medical conditions with the same benefits and unpaid leaves as provided to employees disabled for other medical reasons. Such leaves are granted for up to four months, ~~with the first twelve weeks of such leave governed by FMLA regulations.~~ The City will consider requests for reasonable accommodations based on the employee's disability. Additionally, the City is committed to complying with State and Federal regulations governing pregnancy-related disabilities. This leave is for pregnancy disability only ~~and not for time off to bond with a new child, which is covered by FMLA/CFRA Leave.~~

The City reserves the right to integrate ~~FMLA/CFRA~~ Leave with Pregnancy Disability Leave as appropriate. The employee may be entitled to ~~CFRA~~ Leave for baby bonding purposes once she is released to return to work from her Pregnancy Disability (PD) Leave.

Whenever an employee learns that she will need a pregnancy-related disability leave, including time off for pre-natal care and pregnancy-related illnesses, she is to notify her immediate department head/supervisor or the City Manager as soon as possible, but not later than thirty days prior to the date of the expected leave of absence, or as soon as practical in emergency situations. Written certification from the treating physician or health care provider will be required for extended periods of leave and may be required for absences related to the pregnancy and pre-natal care.

If requested by the employee, and recommended by the employee's health care provider, the employee's work assignment may be changed as required to protect the employee's health and that of her child. The City also reserves the right to transfer an employee to an alternative position when the employee's health care provider recommends a reduced work schedule due to planned medical treatment. All such transfers will be accommodated on a reasonable basis as long as they do not adversely affect the job and security rights of other City employees.

All time off for pregnancy-related medical appointments and illness, including morning sickness and childbirth, may be counted as part of the pregnancy disability leave time. As is required for all other medical leaves of absence, at least two days prior to returning from a PD Leave, the employee must provide the City Manager with a physician or health care provider's release to return to work.

An employee who takes a PD Leave will be required to use any accrued sick leave and may use accrued vacation time. Seniority will accrue during periods of paid leave; sick time and ¹⁶⁷ vacation do not accrue during unpaid leave.

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Employees who return to work from a PD Leave at the end of the approved leave will be returned to the position held at the time the leave began or to a similar position, but has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee would have been laid off had she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the City's ability to operate safely and efficiently during the leave, and there are no equivalent positions available, the employee would not be entitled to reinstatement.

An employee who does not return to work at the end of the four-month leave of absence has no guarantee of reinstatement. Employees who do not return from an approved leave may be eligible for health insurance continuation under COBRA.

C. Extended Sick Leave (Without Pay)

(i) On written request of the employee, the City Manager may authorize extended sick leave without pay for up to six months. Additionally, the City Manager may authorized extended sick leave beyond family leave (i.e. when FAMILIA/CARECIRA Leave has been exhausted), for up to an additional six months to allow the employee to recover from a personal illness or injury, as follows:

The employee must have used up all his/her accumulated leave;

The employee presents a certification from his/her physician or health care provider stating the time off is required and provides the estimated date of return; the City reserves the right to request a second opinion by a medical examiner of its choice, at its expense, regarding the employee's ability to return to his/her regular job duties.

The City will comply with state and federal regulations regarding reasonable accommodations for employees with disabilities.

Employees who do not return to work at the end of their approved leave will be considered to have voluntarily resigned their employment from the City.

The City cannot guarantee the ~~employee's reinstatement~~ to his/her permanent position. ~~However, if a reasonable effort is made to return the employee to his same position, if it is available and for which the employee is qualified and provided such reinstatement does not pose an undue hardship on the City and does not affect the job and security rights of other employees.~~

The City will not pay for the employee's health insurance benefits; however, the employee may be eligible to continue their health insurance benefits under COBRA.

The employee will not accrue vacation and sick leave hours.

D. Personal Leave Without Pay

(I) The City Manager may approve Personal Leave Without Pay to Permanent Full Time employees who wish to take time off from work to fulfill personal obligations.

(ii) As soon as an employee becomes aware of the need for Personal Leave Without Pay, he/she should request such leave from his/her department

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| head/supervisor.

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disclosed on the employee's consent, as ordered by a court or administrative agency, or as required by state and federal law.

Employees requesting leave under this policy may choose to use available accrued paid leave. On returning to work, the employee will be reinstated to the same position for which the employee is qualified if it is available.

Employees who are the victim of domestic violence will be permitted to take unpaid time off as needed to help ensure their own health, safety and welfare, as well as that of their child. Victims of domestic violence must provide reasonable advance notice, when possible, regarding their needs to take time off to get a restraining order, seek court assistance, seek medical attention for injuries, obtain services from a domestic violence shelter or program, obtain psychological counseling, participate in safety planning or other similar activities related to domestic violence. An employee who takes such time off may use vacation or sick time off for this purpose. Leave for this purpose will be handled in accordance with the FML/CFRA Leave policy and procedure.

37. ADMINISTRATIVE LEAVE

The City Manager may grant up to 80 hours of administrative leave per fiscal year to exempt employees. Unused Administrative Leave at the end of each fiscal year will be converted to vacation hours.

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38. JURY DUTY

A, The City encourages employees to fulfill their civic responsibilities by serving on juries when required. Permanent Full Time and Permanent Part Time employees will be paid for jury duty calculated on the employee's base pay rate times the number of hours missed from work because of jury duty.

Such employees must show their jury duty summons to their department head/supervisor as soon as possible so that arrangements can be made to accommodate their absence. Employees are expected to report for work whenever the court schedule permits.

Either the City or the employee may request an excuse from jury duty if the employee's absence would create serious operational difficulties.

The City will continue to provide health insurance benefits for the full term of the jury duty absence; and vacation, sick leave, and holiday benefits will accrue during the jury duty leave.

Employees receiving jury service fees shall remit such fees to the Finance Department in order to be considered "at work" for payroll purposes during the time spent serving on the jury. The employee is entitled to retain any mileage or parking allowance paid by the court.

39. WITNESS DUTY

The City encourages employees to appear in court for witness duty when subpoenaed to do so.

Permanent Full Time and Permanent Part Time employees subpoenaed as witnesses by the City or by third parties for events that they witnessed within the scope and course of their employment with the City, shall receive their regular pay for the period they are required to be away from work.

All employees subpoenaed as witnesses to appear in court in other situations shall not be entitled to receive pay from the City.

The subpoena should be shown to the employee's department head/supervisor immediately after it is received so that the City's operating requirements can be adjusted to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

40. VOTING TIME

Employees who are unable to vote during non-work hours may arrange in advance to take up to (2) hours off from work with pay to vote in a public election. In order to qualify, employees must obtain advance approval from their department head/supervisor.

41. BENEFITS CONTINUATION (COBRA)

A. The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives eligible employees and their qualified beneficiaries the opportunity to continue health insurance coverage under a City health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are termination of employment, death of an employee, reduction in a

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employee's hours, an employee's divorce or legal separation, and a dependent child that no longer meets eligibility requirements. Under COBRA, the employee or beneficiary pays the full cost of coverage at the City group rate, plus an administration fee of no more than 2%.

B. The City will provide each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the City's health plan. The notice contains important information about the employee's rights and obligations.

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DISCIPLINARY ACTIONS

Section 1: Authority to impose Discipline

A Department Head may take disciplinary action against an employee under his/her authority for one or more of the causes for discipline specified below. A Department Head may delegate to a supervisory employee the authority to impose disciplinary action up to suspension without pay for up to five (5) days. Disciplinary action may include counseling, verbal warning, written reprimand, suspension without pay, reduction in pay, demotion, discharge, or other action.

Section 2: Causes for Disciplinary Action

Causes for disciplinary action include, but are not limited to, the following:

- a. Fraud in securing appointment, including falsifying or omitting information on the employment application.
- b. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
- c. Consumption of intoxicating beverages, use of controlled substances, or being intoxicated while on or while off duty if such consumption or use affects the City or an individual's ability to provide service when on call to provide service.
- d. Insubordination, willful disobedience, dishonesty, or failure to comply with a City policy, rule, ordinance, regulation or any applicable state or federal laws.
- e. Discourteous or offensive conduct or language toward the public or another employee.
- f. Other failure of good behavior, either during or outside of duty hours, that bears a rational relationship to the employee's employment, which is of such a nature that it:
 1. causes discredit to the City;
 2. causes discredit to the employee's employment;
 3. impairs or disrupts the employee's public service;
 4. impairs the employee's fitness to perform the employee's duties required by the position; or
 5. impairs the employee's fitness for efficient service.
- g. The failure of good behavior need not be publicly known.
- h. Inefficiency or incompetence.

- h. Inattention to or willful neglect of duty, excessive or repeated tardiness, indolence, carelessness, misuse of or damage to, or negligence in the care and handling of City property.
- i. Inability to perform assigned duties due to failure to meet or retain job qualifications (including, but not limited to failure to possess required licenses or failure to pass required tests.)
- j. Unauthorized absence from duty or duty station.
- k. Improper or unauthorized use of City vehicles or equipment.
- l. Abandonment of position or excessive absenteeism.
- m. Claim of sick leave under false pretenses, malingering, or other misuse of sick leave.
- n. Engaging in outside employment not specifically authorized by the Department Head and City Manager, or engaging in other employment that is incompatible with City employment or detrimental to the efficiency of his/her regular work with the City.
- o. Absence from duty without leave, or failure to return to work after leave of absence has expired or has been disapproved, revoked, or canceled.
- p. Willful violation of any of the provisions of federal law, state law, City ordinances, these policies, or any rules and regulations which may be prescribed by the City Manager or a Department Head.
- q. Acceptance of a personal gift or other form of remuneration in addition to regular compensation, by an employee for the performance of his/her City duties in violation of City policy. Solicitation in an official capacity or as an employee of the City of the public for money, goods, or services not specifically authorized by the City Manager.
- r. Violation of any safety policies of the City or Department.
- s. Unsatisfactory work performance.
- t. Behavior which constitutes unlawful discrimination or harassment.

Section 3: Applicability

The procedures and appeal rights set forth in this Chapter do not apply to the discipline of verbal or written warnings or reprimand or of discipline which results in a loss of salary of five (5) days or less except where the Memorandum of Understanding, Firefighters Procedural Bill of Rights, or Police Officers Bill of Rights specify otherwise. This rule applies only to regular employees in allocation positions.

Section 4: Suspension or Relief of Duty

A Department Head may suspend or relieve from duty with pay an employee pending conduct or completion of an investigation of, or the opportunity to respond to disciplinary action.

Section 5: Notice of Proposed Discipline

The Department Head shall give written notice of the proposed disciplinary action to the employee. The notice shall include the action being considered, the reasons for the proposed action and the nature of the charges, copies of or reference to the materials upon which the action is based, notice of the opportunity to respond in writing or orally at a particular time and place, the right of the employee to be represented by an attorney or other representative at any disciplinary proceeding, and the fact that the failure of the employee to respond is conclusively presumed to be a waiver of his/her objection to the discipline and the procedure.

Section 6: Employee Response

An employee notified of proposed disciplinary action may respond by submitting a written response and/or appearing at the appointed place and time. The meeting shall be held at least five (5) days after the notification of the proposed disciplinary action. The purpose of the meeting is to hear the response of the employee to the charges. It is an informal meeting. It is not an evidentiary hearing and the employee is not entitled to present witnesses. During this meeting, the employee may be represented by a person of their choosing.

Section 7: Imposing Discipline

As soon as practicable after the employee has had an opportunity to respond, the Department Head shall notify the employee and the Personnel Officer in writing of the nature and extent of the discipline, if any, and the effective date. The notification will also advise the employee of the right to appeal, if applicable.

Section 8: Procedures for Appeal of Disciplinary Action

The following procedures shall apply for suspension greater than (5) days, reduction in pay, demotion, discharge or any other disciplinary action which affects an employee's pay, unless the applicable Memorandum of Understanding, Firefighters Procedural Bill of Rights, or the Peace Officer Bill of Rights specifies different processes.

- a. Method of Appeal. An appeal of imposed discipline shall be in writing, signed by the appellant, and filed with the Personnel Officer within five (5) calendar days of the effective date of the disciplinary action. The appeal shall set forth the matter appealed from, a detailed, factual basis for appeal, and a statement of the action desired by the appellant with supporting reasons. The formality of a legal pleading is not required. The failure to file an appeal within the five (5) day period is deemed a waiver of the right to appeal.
- b. Notice. Upon the filing of an appeal, the Personnel Officer shall set a date for a hearing on the appeal no more than sixty (60) days from the date of filing unless otherwise agreed to by the employee and the City. The Personnel Officer shall notify the appellant in writing of the date, time, and place of the hearing.
- c. Hearings. The appellant shall appear personally before the Personnel Commission at the time and place of the hearing. The appellant may be represented by a person of his or her choosing and may produce relevant oral or documentary evidence at the hearing. The City's case shall be presented first. Cross-examination of witnesses shall be permitted. Rebuttal evidence not repetitive may be allowed at the discretion of the Personnel Commission. The conduct and decorum of the hearing shall be under the control of the Personnel Commission Chairman. The Commission in its discretion may continue the hearing from time to time. Hearings need not be conducted according to technical rules of evidence. Hearings shall be closed unless the appellant, in writing, requests an open hearing.

Section 9: Effect of Disciplinary Actions

- a. Suspension. An employee suspended from the City service forfeits all rights, privileges, and compensation during the period of suspension.
- b. Discharge. An employee who has been discharged shall be paid salary accumulated to the effective date of termination, any compensatory time accumulated, and accrued vacation time.
- c. Reduction in Pay. Reduction in pay becomes effective at the beginning of the next payroll period following the effective date of the disciplinary action.
- d. Written Reprimand. An official reprimand is in the form of a written notice to the employee and is placed in the employee's personnel file. No employee shall have a written reprimand entered in his or her personnel file without the employee having first read and signed the document, indicating he or she is aware of the content, except that the reprimand may be placed in the file if after reading the document, the employee refuses to sign it. In that case, the refusal shall be noted and signed by the employee or the supervisor.

Section 10: Management and Exempt Employees

Any employee in a management position, or any other position that is exempt from the overtime pay and or minimum wage provisions of the Fair Labor Standards Act of 1938, when suspended without pay, must be suspended for whole days.

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WORK AND SAFETY POLICIES/STANDARDS

42. SMOKING

In keeping with the City's commitment to provide a safe and healthy work environment, smoking is prohibited inside all City buildings. Employees shall restrict their smoking to outside areas and shall dispose of their butts in an appropriate container.

43. USE OF COMMUNICATION DEVICES

Communication is a vital part of the City's business. Personal uses of communication devices (e-mail, Internet, telephones, cell phones, faxes) should be limited to emergencies and unusual circumstances. Personal calls should be brief. It is the employees responsibility to reimburse the City for all personal long distance calls placed on City provided phones.

44. VISITORS

Employees are requested to receive as few personal visitors as possible during working hours. This policy is due to the impositions on employee work-time and interruptions in work areas caused by extra people in the building. Personal visits should be kept to a minimum time.

45. GIFTS

Employees shall not accept any gifts, money or gratuities from any person receiving benefits or services under any City program or from any person in a position to benefit from a City action.

46. PERSONAL MAIL

Personal mail should be delivered to the employee's residence. The City's address should not be used for receiving personal mail.

City stationary is to be used for City business only. The City reserves the right to open any letter addressed and/or delivered to the City, or mailed in City stationary or at City expense, unless marked "personal" or "confidential".

47. USE OF EQUIPMENT AND VEHICLES

Equipment and vehicles used in performing job duties can be expensive and difficult to replace. When using such equipment, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Employees shall notify the department head/supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in disrepair. Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others.

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Improper, careless, negligent, unlawful, destructive, or unsafe use or operation of equipment or vehicles can result in disciplinary action. Performance evaluations shall include review of the employee's use of equipment and tools in his/her care.

All employees using City vehicles must have a valid California driver's license. Employees using their own vehicles for City business must have a valid California driver's license and liability insurance that meet the requirements of state law. Copies of the driver's license and insurance coverage must be filed with the Personnel Office.

48. EMERGENCY CLOSING

Emergencies such as severe weather, fires, power failures, or earthquakes can disrupt City operations. In extreme cases, these conditions may require the closing of a work facility. When operations are officially closed due to emergency conditions, employees will be paid for actual hours worked only. Non-exempt employees may be asked to work on a day when operations are generally closed. In these circumstances, non-exempt employees will receive overtime for work in excess of eight hours per day.

49. CITY AUTHORIZED TRAVEL POLICY

The City has adopted a City Authorized Travel Policy that defines and clarifies authorized reimbursable travel and business expenses incurred by City employees, elected officials and board members of City Commissions. Your department has a copy of the policy.

Employees should contact their department head/supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, and any other business travel that is covered by the policy.

Violation of the City Authorized Travel Policy, including falsifying expense reports to reflect costs not incurred by the employee can result in disciplinary action up to and including termination.

Any employee who is involved in an accident while traveling on City business must promptly report the incident to his/her department head/supervisor. Further delays may result in discipline up to and including termination. Vehicles owned, leased or rented by the City may not be used for personal business without prior approval. Only authorized personnel shall ride in City owned or rented vehicles.

50. CONFLICTS OF INTEREST

Employees are required to conduct their business activities so as to avoid actual and potential conflicts of interest. An actual or potential conflict of interest occurs when an employee is in a position to make or influence a decision on behalf of the City that may result in a financial gain or loss for that employee or for a close relative of the employee. Thus, if an employee has any influence on a transaction, purchase, contract, or lease with relatives or with companies in which the employee or his/her relatives have any financial interest, it is imperative that the employee discloses that relationship to his/her department

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head/supervisor as soon as possible, so that safeguards can be established to protect all parties.

Financial gain exists not only in cases where an employee or relative of an employee has a significant ownership in a firm with which the City does business,

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but also when an employee or relative of an employee receives any kickback, bribe, gift, or special consideration as a result of any transaction or business dealings involving the City.

The materials, products, designs, plans, ideas, and data of the City of Parlier are the property of the City and should never be given to an outside individual except through normal channels and after appropriate authorization. Any improper transfer of such materials or the disclosure of confidential information, even though it is not apparent that such action has resulted in financial gain to an employee, constitutes unacceptable conduct. Employees who violate this policy will be subject to disciplinary action.

51. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

The protection of confidential business information and trade secrets is vital to the functioning of the City. Such confidential information includes, but is not limited to the following: personnel information, matters within the attorney-client privilege, closed City Council meeting discussions, and business license or utility customer data. Any employee who discloses trade secrets or confidential information, during or after leaving the City's employment, to persons not authorized to receive such information including the employee's family members, will be subject to disciplinary action, even if he/she does not personally benefit from the disclosure. The City reserves the right to take all legal action available when this policy is violated.

52. CODE OF ETHICS AND CONDUCT WITH PUBLIC

It is neither ethical nor polite to make derogatory, insulting or defamatory remarks about employees, subordinates or supervisors in public or while on the job. Reprimands of subordinates should take place in private, rather in front of the public of other employees.

Your image is our image. You represent the City of Parlier to the public. For this reason, all City employees coming in contact with the public must at all times exhibit respect, patience and courtesy. All personnel in telephone contact with the public must be courteous, patient, and speak in a pleasant tone of voice.

53. PERSONAL APPEARANCE

Dress, grooming, and personal cleanliness contribute to the morale of all employees and affect the business image of the City to its customers and visitors. Consequently, your personal neatness and appropriate attire enhance your professional appearance and inspire confidence in you ability as well as that of the City.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Employees who appear at work inappropriately dressed will be sent home and directed to return to work in proper attire. In such circumstances, employees will not be compensated for their time away from work. Repeated offenses may result in disciplinary action.

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- C. Employees in all areas are expected to abide by the City's dress code as follows:
- Clothing must be clean and in good repair;
 - Clothing must serve its minimum purpose of concealment and not offend the current standards of taste of the public;
 - Clothing must be safe and in consideration of work location;
 - Backless dresses, tank tops, t-shirts, play-wear, or beach-wear is not allowed.

54. RETURN OF PROPERTY

- A. Employees are responsible for City property issued to them or in their possession or control, including, but not limited to:

- Credit cards
- Equipment
- Identification badges
- Keys
- Manuals
- Protective equipment and clothing
- Security passes
- Tools
- Uniforms
- Vehicles
- Written materials
- Computers
- Calculators
- Scanners
- Printers
- Cellular telephones
- Pagers

- B. Employees must return all City property to their department head/supervisor on or before their last day of work. When permitted, the Finance Department may withhold from the employee's check the cost of any items not returned when required. The City may also take other action to recover or protect its property.

55. SAFETY COMMITTEE

- A. The City has an Injury Illness Prevention Program (IIPP) that provides policies, procedures, and responsibilities for safety in the workplace. A Workplace Safety Committee has been established to administer the IIPP. The success of the City's safety program depends on all employees doing their part by following the

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safety rules, reporting hazards, attending safety meetings, and following safe practices.

The City provides information to employees about workplace safety and health issues through regular internal communications, including supervisor-employee meetings, bulletin board postings, memos, and other communications. The City would like employees to make suggestions to improve the safety of our work environment. Employees may take recommendations to department heads/supervisors or the Safety Committee. Concerns and recommendations about workplace safety can be submitted in writing without signing your name. No one will be disciplined for reporting safety concerns or making recommendations.

Each employee is expected to obey safety rules and exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety rules, create hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action.

In case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate department head/supervisor. Such reports are necessary to comply with safety laws and initiate workers' compensation procedures.

56. WORKPLACE VIOLENCE

The City is committed to providing a safe and secure workplace for employees and the public. The City will not tolerate acts or threats of violence in the workplace. The workplace includes any location where City business is conducted, including vehicles and parking lots.

All employees are important to the work of the City and deserve to be treated with respect. We will not tolerate disrespectful conduct, threatening comments or behavior, or intimidating behavior toward any employee, management or any other person. This type of conduct may be considered a form of violent behavior.

If you receive or overhear any threatening, intimidating or disrespectful communications from an employee or outside third party of the City, report it to your department head/supervisor at once. Do not engage in a physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or third party of the City, call 911 immediately.

The City will take prompt action, up to and including discharge, against any employee who engages in threatening behavior or an act of violence, or uses threatening language or gestures. The City will also take appropriate action against former employees or visitors who engage in such behavior, including notifying the police or other law enforcement personnel.

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SECTION – IV

57. Sexual Harassment Policy

Harassment Discrimination Retaliation Prevention

Section 1: Purpose

The purpose of this Chapter is to provide all employees, applicants, and contractors with an environment that is free from any form of discriminatory harassment, discrimination, and retaliation. This policy prohibits harassment and discrimination on the basis of any protected classification including an individual's race, religion, sex, gender identity, sexual orientation, ethnic or national origin, ancestry, citizenship status, unformed service member status, marital status, pregnancy, age, medical condition, and physical or mental disability. This Chapter provides a procedure for reporting and investigating any activity the policies set forth in this Chapter.

Section 2: Applicability

This policy prohibits City officials, employees, volunteers and contractors from harassing or discriminating against applicants, officers, officials, employees, managers, and contractors because of or of an individual's protected classification, based on the perception that an individual has a protected classification, or if the individual associates with a person who has or is perceived to have a protected classification.

Section 3: Confidentiality

In every possible effort, all be made to preserving confidentiality of complaints made pursuant to this policy. A complaint submitted by an employee, contractor, or volunteer, for instance, will not be disclosed to the public without the individual's consent and will only be used to effect administrative action. All

individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Personnel Officer. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction. The City will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or a court order.

Section 4. Reporting Harassment, Discrimination, or Retaliation

An applicant, employee, officer, volunteer, official, or contractor who feels he or she has been harassed, discriminated against, or retaliated against in violation of this policy the individual should report the incident to his/her immediate supervisor within a reasonable period of time.

a. If the immediate supervisor is involved in the reported conduct, or if for some reason the employee feels uncomfortable about making a report to that supervisor, the report may be made to the MEMORANDUM

To: All Employees
From: Lou Martinez, City Manager or a designee.

Section 5. Investigation

Upon receipt of a complaint of alleged harassment, discrimination, or retaliation, a supervisor, Department Head, or report such as complaint to the Personnel Officer. The Personnel Officer will be responsible for investigating the complaint and reporting the results of the investigation to the Personnel Officer. The Personnel Officer will be responsible for

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investigation with the complainant's Department Head or may hire an outside investigator if the Personnel Officer deems it appropriate. The type of investigation undertaken, and the party chosen to conduct the investigation will depend on the nature of the complaint made and will be determined by the Personnel Officer.

The Personnel Officer may take interim action to diffuse volatile circumstances, such as placing the alleged perpetrator on paid administrative leave or temporarily transferring the alleged perpetrator. Generally, no interim action should be taken to change the complaining individual's working conditions unless the complaining individual voluntarily consents to the temporary change.

The investigator will review the complaint allegations in an objective manner and to the extent that the City deems necessary. The investigation will normally include interviews with the reporting individual, the accused, and any other person who is believed to have relevant knowledge concerning the allegations. The investigator will remind all witnesses to maintain the confidentiality of the content of the interview and that retaliation against those who report alleged harassment or who participate in the investigation is prohibited.

Section 6: Remedial and Disciplinary Action

If the investigation determines that the alleged conduct occurred and that the conduct violated this policy, City rules, regulations or ordinances or state or federal law, the Personnel Officer, or a designee, will notify the complainant and perpetrator of the general conclusions of the investigation and take effective remedial action that is designed to end the violations. Any employee determined to have violated this policy will be subject to disciplinary action, up to and including termination. Disciplinary action may also be taken against any official, supervisor, or manager who grossly neglects or ignores potential violations of this policy, or who otherwise acts in a way that appears to be in violation of this policy. Any official or employee who fails to have reported this policy will be subject to appropriate sanctions.

Disability Accommodations

Section 1: Purpose

The purpose of this chapter is to ensure that persons with disabilities are afforded reasonable opportunities to work for the City. To that end the City provides employment-related reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act (ADA). The City does not discriminate on the basis of disability in hiring, employment, activities or programs.

The City Manager has been designated as the Disability Coordinator and he/she or their designee will coordinate compliance with the non-discrimination requirements of this policy and the law.

Information concerning the provisions of FEHA and the ADA and the rights these laws provides are available from the Disability Coordinator.

Section 2: Reasonable Accommodation

Job applicants or employees who require reasonable accommodations due to a disability are encouraged to request such accommodations at the earliest possible date.

Section 3: Accommodation Procedure

If a City staff member needs help obtaining necessary information, a reasonable accommodation can be made for an applicant or employee with a disability.

disability. Both the City and the applicant or employee are obligated to participate in the process. The following interactive process should be followed to accommodate a disability.

a. Request for Accommodation

An employee who desires a reasonable accommodation in order to perform essential job functions should make such a request by submitting the request to the Disability Coordinator at the earliest possible date. A job applicant who desires a reasonable accommodation should submit the request to the Disability Coordinator at the earliest possible date.

b. Medical Documentation

Following the receipt of a Request for Accommodation, the Disability Coordinator may require medical documentation establishing the existence of a disability and the nature and extent of the individual's functional limitation arising from the disability. The applicant or employee is required to cooperate fully in this process, including but not limited to, signing appropriate medical releases, in order for the City to obtain necessary documentation. The City agrees to maintaining confidentiality of any medical information received.

c. Fitness for Duty Examination

The City may require an applicant or employee to undergo a fitness for duty examination to determine whether the employee can perform the essential functions of the job with or without reasonable accommodation. The City will also require that the applicant or employee obtain permission for the examination.

d. Additional Meetings

After receipt of medical documentation and the results of a fitness for duty examination, if required, the Disability Coordinator will arrange to meet with the applicant or employee as necessary to discuss whether the applicant or employee is a qualified individual with a disability and whether reasonable accommodations are necessary and can be provided.

e. Case by Case Determination

The City has sole discretion to determine whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The City will not provide accommodation(s) that would pose an undue hardship upon the City's finances or operations, or that would endanger the health and safety of the employee or applicant or other employees of the City. The City will inform the applicant or employee of its determination in writing.

Grievance Procedure

Section 1. Purpose of Rule

The purpose of the grievance procedure is to promote improved employer-employee relations by establishing grievance procedures and to afford employees individually or through qualified employee organizations a systematic means of obtaining further considerations of problems after every reasonable effort has failed to resolve them through discussions. Additionally, the procedure provides a mechanism that allows grievances to be settled as near as possible to the point of origin and to provide that appeals shall be conducted as informally as possible.

Section 2. Matters Subject to Grievance Procedure

All regular employees in all grades, positions shall have the right to grieve a wage, benefit or disciplinary action or other determination made by the Personnel Director.

partial or complete jurisdiction and for which appeal is not provided by other regulations or is not prohibited. The grievance procedures in this chapter do not apply to disciplinary actions, the determination of the contents of a job classification or a decision to reclassify a position, the determination of procedures and standards of selection for employment and promotion, the evaluation process and items which require capital expenditures, items subject to the meet-and-confer process as defined in the California Government Code and all City rights reserved in the City's employer-employee relations resolution.

Section 3: Form of Grievance

An employee (the grievant) shall present his/her grievance in writing to his/her supervisor or Department Head. The supervisor, Department Head, or Personnel Officer shall respond in writing.

Section 4: Grievance Procedure - Department Level

A grievance should be considered within the department whenever possible. An employee should bring the grievance to the attention of the immediate supervisor as soon as possible. If the employee does not bring the grievance to the attention of the supervisor within fifteen (15) calendar days of the date of the action or incident causing the grievance, it is considered a waiver of the employee's right to submit the grievance (unless the action or incident is part of an on-going pattern of behavior). The supervisor shall consider the grievance and notify the grievant of the supervisor's action or decision in writing within fifteen (15) calendar days from the date the grievance was submitted. If the matter cannot be adjusted or settled by the immediate supervisor within fifteen (15) calendar days of the date of submission, or if the grievant is still dissatisfied after the supervisor's decision, the employee may submit the grievance in writing to the Department Head.

Section 5: Department Head Review

The grievance shall be submitted to the Department Head within ten (10) calendar days from the date of the supervisor's decision if the employee is dissatisfied with the supervisor's decision. The Department Head shall confer with the grievant, the supervisor and such other persons as may be necessary to gather all the facts and find a solution. The Department Head must take action and so notify the grievant within fifteen (15) calendar days.

Section 6: City Manager Review

If the grievant is not satisfied after informal discussion(s) and the Department Head's decision, he/she may, within ten (10) calendar days of the date of the Department Head's decision, submit a written grievance to the City Manager. If the grievant does not submit a written grievance within the ten (10) calendar days, the grievance procedure ends. Upon receiving a written grievance, the City Manager or designee shall within thirty (30) calendar days discuss the grievance with the grievant, their representative, if any, and any other persons involved. The City Manager designee may make any inquiry, investigation, or compilation of facts deemed necessary in reaching a decision. The City Manager designee shall render a decision in writing to the grievant, with a copy to the Department Head, within thirty (30) calendar days from the date the City Manager designee met with the grievant to discuss the matter. The decision of the City Manager designee is final.

Section 7: Extension of Time Limit

Any time limit or stage of procedure in this Chapter may be waived for good cause and with the consent of both parties.

DRAFT LEGAL WORKING ACT POLICY

PURPOSE

The purpose of this policy is to eliminate drug and alcohol abuse and the effects of such abuse in the workplace, thereby providing and maintaining an efficient and safe workplace for all employees. (Date: December 26, 2006)

Re: Drug and alcohol abuse increases the potential for accidents, absenteeism, substandard performance, poor morale and damages the public service and City. Involvement with drugs and alcohol can take its toll on job performance and employee safety whether on or off duty. Employees should be in a condition to perform their duties safely and efficiently, in the interest of their co-workers and the public. The presence of drugs and alcohol on the job and the influence of these substances on employees during working hours are inconsistent with the objective of this policy.

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POLICY

It is the policy of the City that all employees shall not possess, use, unlawfully manufacture, distribute, dispense, sell or be under the influence of prohibited substances, as defined in a succeeding section, while on duty, on City property, at work locations, while on break, during the work day or meal periods or on "on-call" time. For purposes of this policy, "on-call" time is time during which an employee is required by the Department Head to be available to perform duties for the City as set forth by City Personnel Ordinances and Memoranda of Understanding. Employees who believe that they may have a drug or alcohol usage problem are encouraged to voluntarily seek confidential assistance from the Employee Assistance Program or their primary care medical professional. While it is City Policy to be supportive of those who seek help voluntarily, it is also policy that anyone who abuses or is abusing alcohol will not be tolerated and disciplinary action up to and including termination will be used as necessary to implement this policy and assure a drug free workplace.

Furthermore, it is the policy of the City that all employees should be made aware of the dangers of abusing drugs or alcohol, of the guidelines for the detection and deterrence of drug and alcohol abuse, of the responsibilities of managers and employees alike, and of resources available for treatment of drug and alcohol abuse. This shall be accomplished through approved training resources.

PROHIBITED SUBSTANCES

Prohibited substances addressed by this policy include the following:

Illegal Drugs

For purposes of this policy, illegal drugs shall be Amphetamines, Marijuana, Cocaine, Opiates, and Phenylephrine (PCP), or any other controlled substance taken without a lawful prescription as defined by sections 802(b) and 812 of Title 21 of the United States Code or the California Health and Safety Code.

Legal Drugs

For purposes of this policy, prohibited substances may include lawfully prescribed legal drugs or non-prescription medications that negatively impact the employee's work performance or ability to safely and effectively perform the essential job functions of his or her position. Whether or not legal drugs constitute prohibited substances depends on the extent of impairment of the employee's job performance and, in limited circumstances receipt of medical clearance.

Alcohol

For purposes of this policy, alcohol shall refer to any form of consumable ethanol which has any intoxicating effect on any individual.

ADDITIONAL POLICY PROVISIONS

An employee shall not do any of the following while on duty, on City property, at work locations, while on break, during the work day or meal periods, or on "on-call" time:

Have his or her ability to perform job duties impaired due to any use of a prohibited substance.

Possess or use prohibited substances.

Self or provide, directly or through any third person, any prohibited substance to any person, including any employee.

Manufacture or procure any prohibited substances.

An employee shall:

Notify his or her Department Head when taking a legal drug.

Notify the Department Head of any criminal drug statute conviction.

Attend such programs as City may designate for the purpose of instructing employees generally on the dangers of drug and alcohol abuse, which will be scheduled during normal working hours.

Receive a copy of this policy, read this policy, agree to the policy's terms and provide written acknowledgment that these conditions have been met.

MANAGEMENT RESPONSIBILITIES

Management shall:

Provide each employee with a copy of this policy and the Federal and State Drug Free Workplace Acts, which shall be received by employees during new employee orientation and Sexual Harassment Policy.

Obtain written acknowledgment from each employee that he or she has received a copy of this policy, read this policy, and agreed to its provisions and return a copy of the written acknowledgment to management in an envelope labeled "Policy Acknowledgment".

Insert acknowledgment into employee's personnel file.

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The dangers of drug and alcohol abuse in the workplace;

Available counseling and rehabilitation; and

The potential discipline of employees for violations of this policy and for drug and alcohol abuse violations.

Notify the Federal sponsoring agency within ten (10) calendar days after receiving notice from an employee of a conviction for criminal drug statute violation occurring in the workplace.

Either within thirty (30) calendar days of receipt of notice from an employee of any conviction for a drug statute violation occurring in the workplace or the Sexual Harassment Policy, to be incorporated with the City's Personnel Policy, as soon as possible after learning that an employee was definitively in possession of, using, unlawfully manufacturing, distributing, dispensing, selling or under the influence of a prohibited substance while on duty, on City property, at work locations, while on break, during the work day or meal periods, or on "on-call" time, take one (1) or both of the following actions:

Take appropriate personnel action against such employee, up to and including termination.

Require such employee to participate satisfactorily in a substance abuse assessment or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency. Failure to participate satisfactorily in such program may result in personnel action set forth in paragraph E(1) above.

Prevent an employee from engaging in further work when there is reasonable suspicion to believe that the employee in question is impaired or under the influence of a prohibited substance IV-47 and 55.

Order an employee to remain on the premises for a reasonable time to assure that he or she can be safely transported from the work site when there is reasonable suspicion to believe that the employee in question is impaired or under the influence of a prohibited substance.

EDUCATION AND TRAINING:

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As noted above, every employee shall receive a copy of this policy and the Federal and State. Please make sure that you review the policy, ask questions if it is unclear, and utilize them as your guideline in the areas of drug-free workplace and sexual harassment during your term of employment with the City of Parker.

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After reviewing the policy, please sign and date the acknowledgment portion (page 23) and return the said portion to Tamie Fieres or Bertha Augustine by January 16 2007.

If you have further questions, please call me at (559) 646.

3545. Thank you for your attention.

Attachment:

Drug-Free Workplace Acts. In addition, every employee shall attend such programs as City may designate for the purpose of instructing employees generally on the dangers of drug and alcohol abuse, available counseling and rehabilitation, and the discipline of employees for violations of this policy and for drug and alcohol abuse violations, which will be scheduled during normal working hours. Policy.

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All supervisory personnel who are in the position to determine employee fitness for duty (i.e., managers, supervisors, Department Heads) shall receive 1.5 (1 1/2) hours of reasonable suspension training on the physical, behavioral and performance indicators of probable drug use and alcohol misuse. In addition, supervisory personnel shall receive training on how to properly and constructively when employee drug or alcohol abuse is suspected, and how to effectively integrate an employee back into his or her work group following intervention and treatment. Such training shall occur every two (2) years for all new supervisory personnel and within six (6) months of hire for new personnel. The Department Head or each supervisor in his department shall make it a priority to determine who should receive drug and drug.

LEGAL DRUGS

Legal drugs are lawfully prescribed drugs and non-prescription medications. Their appropriate use is not prohibited by the policy. An employee, however, must immediately report to his or her Department Head about the use of any legal drug which adversely impacts his or her ability to perform the duties of their job safely, or that the manager, supervisor, or Department Head reasonably suspects adversely affects his or her ability to perform their job safely. The employee must obtain and provide a written release from a medical professional indicating that the employee can work safely and efficiently while taking the legal drug. The employee need not disclose the name or medical purpose of the legal drug.

The City has the right to restrict an employee's work activities while that employee is using legal drugs. The City may also require an employee using legal drugs to take a leave of absence while taking such legal drugs if a medical professional determines that the employee cannot work safely and efficiently while taking the legal drugs. It is acknowledged that such leave may fall within the parameters of the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA). In any case, no employee may report to work if he or she is impaired by the use of the legal drugs to the point that the impairment may endanger the employee's safety or the safety of anyone else, pose a risk of significant breach of security, or substantially interfere with the performance of assigned job duties or the efficient operations of the City.

DRUG STATUTE CONVICTION

Consistent with the Federal Drug Free Workplace Act, every employee is required to notify his or her Department Head of any criminal drug statute conviction for a violation occurring while on duty, on City property, at work functions, while on break, during the work day or paid periods of "on-call" time, or at a time that the City working hours are not in session or phase. Additionally, this Department Head is required to notify any Federal sponsoring agency within ten (10) calendar days

For the purpose of this policy, "reasonable suspicion" is a belief based on objective evidence sufficient to lead a reasonable and prudent manager or supervisor to suspect that an employee

is under the influence of, or has used, a prohibited substance so that the employee's ability to perform the functions of his or her job is impaired or so that the employee's ability to perform his or her job safely is reduced.

has any prohibited substance in his or her possession or stored in any City property.

Reasonable suspicion may, without limitation, include any of the following objective factors singly or in combination:

Incoherent and/or slurred speech.

Rapid speech.

Dry mouth with frequent swallowing and/or lip wetting.

Unusual odor emanating from breath and/or person.

Red and/or watery eyes.

Dilated and/or constricted pupils.

Poor balance and/or coordination (i.e., Unsteadiness/afloat).

Hand tremors.

Disorientation and/or inattention.

Erratic and/or volatile behavior.

Drowsiness.

Detachment from physical and/or emotion pain.

Physical and/or verbal altercations.

Information from a reliable source with personal knowledge.

An employee who refuses an order to submit to a drug and/or alcohol analysis test under these circumstances, or refuses a validly requested use of the results of this testing to the authorized representatives of the City, shall be subject to disciplinary action up to and including termination.

Any manager or supervisor encountering an employee who refuses an order to a drug and/or alcohol analysis test under these circumstances or refuses to authorize release of the results of this testing to the authorized representative(s) of the City shall remind the employee that failure to comply is insubordination and may result in disciplinary action.

An employee shall be placed on administrative leave pending the test results.

[REASONABLE SUSPICION] TESTING REQUIREMENTS

A determination that an employee's conduct and behavior gives rise to a reasonable suspicion that the employee is under the influence of a prohibited substance so that the employee's ability to perform the functions of his or her job is impaired or so that the employee's ability to perform his or her job safely is reduced shall be made by one (1) or more managers and/or supervisors, or by the Department Head, who are trained in detecting indicators of probable drug and/or alcohol influence and intoxication. In accordance with this policy, the employee shall submit to testing for the use of prohibited substances when requested to do so by the manager, supervisor, or Department Head.

Upon the determination of reasonable suspicion that an employee is intoxicated or under the influence of a prohibited substance so that the employee's ability to perform the functions of his or her job is impaired or so that the employee's ability to perform his or her job safely is reduced, the employee shall submit to testing for the use of prohibited substances when requested to do so by the manager, supervisor, or Department Head.

Any manager, supervisor or Department Head requesting or ordering an employee to submit to a drug and/or alcohol analysis test shall, prior to the test, document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of a prohibited substance. In the event that extenuating circumstances prevent a manager, supervisor, or Department Head from

completing the required written documentation prior to testing, such manager, supervisor or Department Head shall complete the documentation as soon as possible but not later than twenty-four (24) hours after the test. The documentation also shall specify the extenuating circumstances.

A manager or supervisor requesting or ordering an employee to submit to a drug and/or alcohol analysis test shall notify his or her Department Head before the test is required of the employee. The Department Head shall possess the final authority on whether or not a drug and/or alcohol analysis test is needed. If the Department Head is unavailable, the Department Head's designee shall stand in their place.

Pre-employment testing. Applicants to specific safety-related and other designated positions at City will be drug tested after receiving a final offer of employment and prior to beginning work. Applicants will be notified at the time of application that testing for drugs is requirement of the employment process. Offers of employment are contingent upon successfully passing a drug test.

Random drug testing. This testing occurs with the same group of safety-related positions that are subject to pre-employment testing. Employees in this group are subject to random drug testing as a condition of continued employment.

RETURN-TO-DUTY TESTING

Before returning to work after either testing positive on a drug or alcohol analysis test, or refusing to take a test when properly ordered, an employee must: (1) test negative for drugs and/or have a blood alcohol content below 0.04 percent, and (2) be evaluated and released by a Substance Abuse Professional. For a first-time positive drug test, a Return-to-Duty drug test is required and an alcohol test is optional at the discretion of the City. For a first-time positive alcohol

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test, a Return-to-Duty alcohol test is required and a drug test is optional, at the discretion of the City.

FOLLOW-UP TESTING

All employees who have returned to work following their Return-to-Duty test will be required to undergo random and unannounced follow-up drug and/or alcohol analysis testing. The follow-up testing will be performed for a period of up to three (3) years, with no minimum or maximum cap on the number of tests performed the first year and a maximum cap of three (3) tests performed in the second and third year. The frequency of the follow-up tests, beyond the first year, will be determined by a Substance Abuse Professional reflecting the Substance Abuse Professional's assessment of the employee's unique situation and recovery progress. The follow-up testing should be frequent enough to deter and/or detect a relapse. The follow-up testing is separate and in addition to reasonable suspicion and Return-to-Duty testing. An employee shall be responsible for the cost for follow-up testing as required by this Policy.

DRUG AND ALCOHOL TESTING PROCEDURES

The City shall ensure that an employee ordered to submit to a drug and/or alcohol analysis test is transported immediately to a collection site for the collection of a urine and/or breath sample.

The City shall ensure that the drug and/or alcohol analysis test(s) is in accordance with 49 Code of Federal Regulation, Part 26.9 part 42.

RESULTS OF DRUG/ALCOHOL ANALYSIS TEST

An employee who has a verified positive drug and/or alcohol analysis test will be removed from duty, informed of educational and rehabilitation programs available,

and referred to a Substance Abuse Professional for assessment. No employee will be allowed to return to duty without a Return-to-Duty test as provided in Section XI and the release of a Substance Abuse Professional.

A drug test with the result of negative diluted shall be retested.

A positive drug and/or alcohol analysis test ordered in compliance with this policy may result in: Sexual Harassment Policy

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Employees who are found to be in violation of this policy shall be subject to disciplinary action up to and including termination.

SECTION—IV

57. Sexual Harassment Policy

In compliance with federal, state and local laws, and consistent with the City of Parlier Equal Employment Opportunity Program Policy Statement, the City of Parlier is committed to providing a work environment that is free of discrimination and bias. The City of Parlier is strictly prohibits harassment of any employee, volunteer, or applicant in any form, whether based on race, color, religion, national origin, sex, age, disability, pregnancy, childbirth or related medical conditions, marital status, sexual orientation, or any other basis protected by federal, state or local law or ordinance. This policy applies to all employees, regardless of job title. Further, this policy applies to the workplace, as well as to conduct in work-related settings, such as during business trips, workshop training, or business-related social events.

The City of Parlier is committed to providing a work environment in which all individuals are treated with respect and dignity. Consistent with commitment, this policy prohibits all inappropriate and unprofessional conduct directed at an individual because of a protected characteristic, even if such conduct does not rise to the level of illegal harassment.

In particular, sexual harassment is unacceptable conduct and is prohibited in the work environment. The City of Parlier will not tolerate any of its employees, including contracted employees and volunteer, engaging in sexual harassment.

The Equal Employment Opportunity Commission defines sexual harassment as follows:

"Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when submission or rejection of this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment."

Sexual harassment can manifest itself in many forms, for example:

Verbal—Sexual remarks, sexual or dirty jokes, lewd remarks, comments or propositions.

Visual—Sexually derogatory comments, slurs, jokes, gestures or epithets. It is not necessary to use derogatory or insulting language to verbally harass someone. Unwelcome lewd language, spoken or suggested, or touch or contact initiated by someone in physical proximity to the person, or sexual propositioning.

Visual—Displaying sexually suggestive or explicit photos, including sexual gestures, drawings, sexually suggestive or offensive pictures, cartoons, or posters.

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Physical: Any unwanted touching (including criminal acts, such as rape and attempted rape) or impeding or blocking movement. Common physical gestures such as hugging may be improper when considered in context with other comments and/or behaviors.

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Other examples of sexual harassment may include:

Subjecting employees in work environments to gender-based hazing.

Making unwelcome sexual advances, even in situations where the relationship began with a mutual attraction.

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Making reprisals, threats of reprisal, or implied threats of reprisal following a negative response to a request for sexual favors. For example, threatening to withhold, or actually withholding support for an appointment, promotion, or change of assignment and making reprisals against an individual who has filed a sexual harassment complaint. Any form of reprisal or retaliation is prohibited and will result in disciplinary action, up to and including termination.

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Refusal to submit to a drug and/or alcohol analysis test shall be considered a positive test and a direct act of insubordination and shall result in disciplinary action, up to and including termination.

The cost of any treatment or rehabilitation services shall be paid directly by an employee or the employee's insurance provider pursuant to the plan's coverage limitations.

An employee shall be permitted to take accrued sick leave to participate in the Substance Abuse Professional prescribed treatment program. If an employee has no accrued sick leave, time off to participate in a treatment program can be charged to either vacation or compensatory time off.

If an employee has insufficient accrued leave, the employee shall be placed on leave without pay until the Substance Abuse Professional has determined that the employee has successfully completed the required treatment program and releases the employee to return to duty.

Any leave taken, either paid or unpaid, shall be considered leave taken under the FMLA or CFRA if an employee otherwise qualifies for FMLA/CFRA.

An employee who, after failing a drug screen, alcohol analysis test, fails or refuses to participate in the treatment program prescribed by Substance Abuse Professional, shall be considered insubordinate and shall face additional disciplinary action, up to and including termination.

A supervisor shall be responsible for the cost of a drug screen testing as required by the Policy. A supervisor charged the cost is responsible for any cost testing when the employee fails a drug screen or alcohol analysis test, failing the drug or alcohol testing.

Making comments about a co-worker's anatomy.

Intimidating is implicit or explicit coercive sexual behavior that is used to control, influence, or affect the career, salary, and/or work environment of another employee. This also may include situations in which an individual is treated less favorably because others have acquiesced to sexual advances.

Offering favors or employment benefits, such as promotions, favorable performance evaluations, favorable assigned duties or shifts, recommendations, reclassification, etc., in exchange for sexual favors.

Repeatedly asking an employee out, "hanging around" an employee with no legitimate work-related reason, and pursuing an employee in or out of the workplace may violate this policy. If the behavior is unwelcome, it is a violation of this policy, even if no coercion is used, and even if there is no superior-subordinate relationship involved.

Engaging means written, verbal, physical and/or visual behavior (as defined above) that results in an on-going intimidating, hostile or offensive work environment impairing the recipient's ability to do his or her job. This includes "third party" complaints. A third party is someone who is not directly involved with the interaction, but who may overhear or observe offensive behavior.

Use of sexual or harassing terms such as "honey," "daddy," "babe," "hunk," "stud," "cutie," etc.

The following are terms often used when talking about sexual harassment:

Quid pro quo: When employment decisions are based upon an employee's acceptance or rejection of any form of sexual behavior.

Hostile Work Environment—May result from unwelcome sexual behavior or offensive, hostile, and/or intimidating behavior directed at an employee because of that employee's gender.

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Sex Discrimination—Occurs when employment decisions are based upon an employee's gender or when an employee is treated differently because of his/her sex.

Third-Party Sexual Harassment—Unwelcome sexual behavior that is directed toward one person, but negatively affects another individual's work environment.

Gender Baiting—Behavior that denigrates, ridicules, and/or is physically abusive of an employee because of his/her sex.

Duty of Managers/Supervisors

Managers/Supervisors are responsible for creating a business-like work environment free from harassment of any kind and retaliation. This includes closely scrutinizing their own actions to ensure compliance with this policy. In addition,

Managers/Supervisors must make themselves available and create a work environment that provides employees with opportunities for open communication to discuss potential violations of this policy. No influence may be used to dissuade an employee from making a complaint. Managers/Supervisors also are responsible for monitoring the workplace for retaliation after a complaint is filed.

Managers/Supervisors are required to discuss this policy with all new employees on the first day both are at work. All employees are required to sign the Certification of Understanding Sexual Harassment Policy at the time the policy is discussed.

Managers/supervisors are responsible for taking direct, effective action to stop conduct that violates this policy when they know, or should have known, about such conduct. Ignorance of such conduct is not necessarily an acceptable defense for inaction. Managers/Supervisors should work with the Legal Office and Personnel to ensure that any action taken is effective in stopping the inappropriate conduct.

When Sexual Harassment Occurs

Although not perfect, this policy is not designed to protect employees who believe they have been sexually harassed or that they engage in prohibited conduct. The only way that hostile behavior is effectively addressed, or stopped, is by reporting the first and only person targeted by and involved in the conduct.

Employees who believe they have been sexually harassed or that they engage in prohibited conduct should report the matter to their supervisor, manager, or designated manager. If no designated manager is available, they should report the matter to the Legal Office or Personnel.

Sexual harassment stops the moment the reporting is stopped. If the harasser does not stop the behavior, the manager, supervisor, or designated manager will take appropriate action.

The City of Parlier will investigate promptly and thoroughly all alleged violations of this policy. While absolute confidentiality is not possible, the City will act with discretion during the investigatory process and confidentiality will be maintained to the extent practical and appropriate under the circumstances.

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Upon completion of the investigation, the City of Parlier will take appropriate corrective action against any individual whom it determines violated this policy. Corrective action may include, but is not limited to, counseling, suspension, or termination. In addition, employees should be aware that a complaint of harassment may be filed in civil court, which, if successful, may result in personal liability for the employee. The City will not pay damages assessed personally against an individual. In addition, the City will take disciplinary action—termination is one possible action—against any employee who engages in sexual harassment.

Protection Against Retaliation:

No employee will be subjected, and the City of Parlier strictly prohibits, any form of retaliation or reprisal for reporting alleged violations of this policy, pursuing any such claim, testifying, assisting or cooperating in any way in the investigation of such claims.

City Officers in the City of Parlier are:

- City Manager
- Administrative Services Director
- Long Employees Representative appointed by Employees

Additional Information:

The Department of Fair Employment and Housing (DFEH) is the State Agency that resolves complaints of unlawful discrimination, including sexual harassment. After a complaint is filed, the DFEH has one year to investigate the complaint. To contact DFEH, consult the local telephone directory under State Government Offices or ask directory assistance for the number of Department of Fair Employment and Housing headquarters in Sacramento.

The Equal Employment Opportunity Commission is the Federal Agency that resolves sexual harassment claims. To contact the commission, consult directory assistance for Washington D.C.

If the DFEH or commission requires that sexual acts of aggression have the potential to harm other persons, the charges may be filed, even if the person accused committed no physical damages, for sexual harassment. Charges may also be filed for violations of public laws.

SECTION IV

55. Drug-Free Workplace Policy

To provide for the health and safety of employees and visitors, the City of Parker (City) supports and will maintain a drug-free working and living environment. The unlawful manufacture, distribution, dispensation, possession, or use of controlled substances or the unauthorized use of alcohol by City employees or visitors on all City of Parker's properties/vehicles is prohibited. Employees may not be at work under the influence of alcohol or while unlawfully using controlled substances. This policy provides minimum standards; City departments or contracts may impose stricter standards.

The consumption of alcohol at events where the City has authorized such use is permitted. At such events the use must be sanctioned by the City as well as permitted by the appropriate state agency. Only individuals of legal drinking age may consume alcohol at these events. Security Guards or Police Officers must be retained at such events, and keep on guard during the event at the expense of event holder.

POLICY GUIDELINES

Definitions

Controlled substances/drugs - include, but are not limited to: (a) narcotics, such as opium, heroin, morphine and synthetic substances (b) depressants, such as chloral hydrate, barbiturates, and methaqualone; (c) stimulants, such as cocaine (and any derivative) and amphetamines; (d) hallucinogens, such as LSD, mescaline, PCP, psilocybin, psilocybin, peyote, and MDMA; and (e) marijuana, such as marijuana and hashish or any chemical compound added to tobacco or pipe tobacco, and derivatives a controlled substance.

City properties - are building or land owned, leased, or used by the City.

City vehicle - any vehicle owned, leased or operated by the City of Parker.

Medical Review Officer (MRO) - physician officially designated by regulated agency with specific training in Department of Transportation drug and alcohol regulations, and drug testing requirements.

Testing the presence of a substance, testing for a specific cause, the use of a computerized analysis, or other method, significant evidence of suspicion of using or being under the influence of drugs or alcohol while at work/office.

Signs of alcohol or drugs - directly observed, including, but not limited to, slurred speech, unsteady gait, odor on breath, etc.

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Drug-Free Workplace Policy (DLR)

1. Drug Testing

All federal, state or local regulations regarding drug testing and monitoring will be followed.

There are four situations when the City can conduct tests. All information pertaining to an individual's drug tests or results will be kept confidential, except on a need-to-know basis. All testing conducted under this policy will be done in accordance with standards established by the City of Parker Employee Health Services and Environmental Health and Safety.

Pre-employment testing. Applicants to specific safety-related and other designated positions at City will be drug tested after receiving a final offer of employment and prior to beginning work. Applicants will be notified at the time of application that testing for drugs is a requirement of the employment process. Offers of employment are contingent upon successfully passing a drug test.

Random drug testing. This testing occurs with the same group of safety-related positions that are subject to pre-employment testing. Employees in this group are subject to random drug testing as a condition of continued employment.

Department ordered testing. Departments within the City can set up testing standards that are more rigorous than outlined in this policy, with the approval of the City Manager or his/her designee.

Testing for Reasonable Suspicion. Drug-related testing of employees may be conducted if there is reasonable suspicion of working under the influence of alcohol or drugs.

Testing for Reasonable Suspicion may be ordered by a supervisor, city manager, or his/her designee in consultation with the Personnel Director. Initial drug testing positive should be referred to the Employee Assistance Program (EAP) or Substance Abuse Program and NIA for an external expert needed for evaluation. The evaluation will determine and recommend if substance abuse treatment or education is appropriate and/or necessary. The Personnel Department, the designated Medical Review Officer (MRO) will review the recommendation and may determine that a rehabilitation requirement for any current employee who has an alcohol or drug problem that affects job performance. Retested drug test will be conducted according to the established drug testing standards as by federal state or City 41, section 10.

and ordered by the Medical Review Officer's department.

Probationary employees and Probationary employees who are found tested positive for drug substance or alcohol are during the working hours is subject to termination of employment.

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II. Arranging A Drug Test

When a supervisor believes that drug testing is appropriate, they must first contact the Personnel Office. With the approval of the Personnel Director or his/her designee, the supervisor contacts the designated clinic to arrange for the drug or alcohol testing.

If the need for testing for reasonable suspicion arises outside of the regular hours of the designated Clinic, the supervisor should contact an approved hospital nearby, and if this is unsuccessful, escort the employee to a

The designated clinic at its next scheduled opening.

III. Notification of Police

Any individual observed unlawfully manufacturing, distributing, dispensing, using, or possessing alcohol or illegal drugs on City's premises is to be reported immediately to the Police Officer on duty.

IV. Personnel Department Responsibilities

The City will inform and give all employees of the Drug-Free Workplace Policy upon employment through individual Supervisor and the employment website and annually through usual employee communication mechanisms.

Provide access to training for supervisors and managers.

Provide a drug-free workplace awareness program available through the Employee Assistance Program.

Refer and provide appropriate support for employees after drug testing and/or substance abuse treatment or education. Schedule arrangements for testing when there is reasonable suspicion and consult with departments on individual work agreements for approved returning employees. Supervisors with reasonable suspicion that an employee whose problem may be resolved by unsatisfactory work performance should review these problems with their department. Supervisors should:

Refer the employee to Employee Assistance Program counselor. These referrals should be kept confidential. Workplace performance issues should be documented.

Take corrective action as appropriate after consultation with the Personnel Department.

When there is reasonable suspicion of responsibilities directly related to drug or alcohol use, upon authorization to return to work, an individual work agreement should be entered in consultation with the Personnel Department.

Provide appropriate support for all employees in acceptance with return to work agreements.

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1. Within thirty days of notification of a criminal drug statute conviction, the Supervisor, in consultation with the Personnel Director, will take appropriate personnel actions against the employee. These actions may include discharge, required participation in an evaluation by EAP or an external Substance Abuse Professional (SAP), and/or follow-through with substance abuse education and rehabilitation program if recommended by the evaluating EAP counselor or SAP.

VI. Employee Responsibilities

Employees are expected to refrain from illegally using drugs or illegal substances at all times and refrain from being under the influence of alcohol while at work. Federal regulations require that all employees report any drug or alcohol related convictions occurring in the workplace to their employer. Employees must self-report these convictions to the Personnel Officer or Counseling Services appointed by the City, within five business days of a guilty verdict or a plea of no contest. This information may subject the employee to disciplinary action, random testing requirements and may be reported to the appropriate licensing authority.

RELEASE

For questions:

----- Personnel Department, (530) 463-5455 ext. 227 during normal working hours

----- Employee Assistance Program (EAP), (530) 224-5465 or visit www.pblip.com

The City of Parker Personnel Policies and Procedures

Acknowledgment:

I, -----, hereby confirm that I have read and fully understood both the Sexual Harassment and Drug Free Workplace Policies, and I agree to comply with these policies and policies during the term of my employment with the City of Parker. I further understand that failure to comply with these policies may result in disciplinary action and may also lead to termination of my employment.

Signature ----- Date -----

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MEMORANDUM

To: All Employees

From: Lou Martinez, City Manager

Date: December 26, 2006

Re: Drug Free Workplace & Sexual Harassment Policy

Enclosed are newly revised Drug Free Workplace and Sexual Harassment Policy, to be incorporated with the City's Personnel Policy as Section IV. 57 and 58.

Please make sure that you review the policy, ask question if it is unclear, and utilize them as your guideline in the areas of drug free workplace and sexual harassment during your term of employment with the City of Parlier.

After reviewing the policy, please sign and date the acknowledgment portion (page 33,) and return the said portion to ~~Rene Flores~~ or Bertha Augustine by January 16, 2007.

If you have further question, please call me at (559) 646-3545.

Thank you for your attention.

Attachment:

- Drug Free Workplace Policy
- Sexual Harassment Policy

SECTION - IV

57. Sexual Harassment Policy

In compliance with federal, state and local laws, and consistent with the City of Parlier Equal Employment Opportunity Program Policy Statement, the City of Parlier is committed to providing a work environment that is free of discrimination and bias. The City of Parlier is strictly prohibits harassment of any employee, volunteer, or applicant in any form, whether based on race, color, religion, national origin, sex, age, disability, pregnancy, childbirth or related medical conditions, marital status, sexual orientation, or any other basis protected by federal, state or local law or ordinance. This policy applies to all employees, regardless of job title. Further, this policy applies to the workplace, as well as to conduct in work-related settings, such as during business trips, workshop/training or business-related social events.

The City of Parlier is committed to providing a work environment in which all individuals are treated with respect and dignity. Consistent with commitment, this policy prohibits all inappropriate and unprofessional conduct directed at an individual because of a protected characteristic, even if such conduct does not rise to the level of illegal harassment.

In particular, sexual harassment is unacceptable conduct and is prohibited in the work environment. The City of Parlier will not tolerate any of its employees, including contracted employees and volunteer, engaging in sexual harassment.

The Equal Employment Opportunity Commission defines sexual harassment as follows:

"Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when submission to or rejection of this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment."

Sexual harassment can manifest itself in many forms. For example:

Written: Sexually suggestive or obscene letters, notes or invitations.

Verbal: Sexually derogatory comments, slurs, jokes, remarks or epithets. It is not necessary to use graphic or sexually-explicit language to verbally harass someone. Otherwise benign language, spoken in a suggestive tone of voice or accompanied by visual or physical harassment, also may constitute sexual harassment.

Visual: Leering, looking someone "up and down," making sexual gestures, displaying sexually suggestive objects, pictures, cartoons, or posters.

Physical: Any unwanted touching (including criminal acts, such as rape and attempted rape) or impeding or blocking movement. Common physical gestures such as hugging may be improper when considered in context with other comments and/or behaviors.

Other examples of sexual harassment may include:

Subjecting employees in work environments to gender-based hazing.

Making unwelcome sexual advances, even in situations where the relationship began with a mutual attraction.

Making reprisals, threats of reprisal, or implied threats of reprisal following a negative response to a request for sexual favors. For example, threatening to withhold, or actually withholding support for an appointment, promotion, or change of assignment and making reprisals against an individual who has filed a sexual harassment complaint. Any form of reprisal or retaliation is prohibited and will result in disciplinary action, up to and including termination.

Making comments about a co-worker's anatomy.

Engaging in implicit or explicit coercive sexual behavior that is used to control, influence, or affect the career, salary, and/or work environment of another employee. This also may include situations in which an individual is treated less favorably because others have acquiesced to sexual advances.

Offering favors or employment benefits, such as promotions, favorable performance evaluations, favorable assigned duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors.

Repeatedly asking an employee out, "hanging around" an employee with no legitimate work-related reason, and pursuing an employee in or out of the workplace may violate this policy. If the behavior is unwelcome, it is a violation of this policy, even if no job benefit is lost, and even if there is no superior/subordinate relationship involved.

Engaging in any written, verbal, physical and/or visual behavior (as defined above) that results in an on-going intimidating, hostile or offensive work environment impacting the recipient's ability to do his or her job. This includes "third party" complaints. A third party is someone who is not directly involved with the interaction, but who may overhear or observe offensive behavior.

Use of sexually patronizing terms such as "honey," "doll," "chick," "nunk," "stud," or "babe."

The following are terms often used when talking about sexual harassment:

Quid Pro Quo - When employment decisions are based upon an employee's acceptance or rejection of unwelcome sexual behavior.

Hostile Work Environment - May result from unwelcome sexual behavior or offensive, hostile, and/or intimidating behavior directed at an employee because of that employee's gender.

Sex Discrimination - Occurs when employment decisions are based upon an employee's gender or when an employee is treated differently because of his/her sex.

Third-Party Sexual Harassment -Unwelcome sexual behavior that is directed toward one person, but negatively affects another individual's work environment.

Gender Baiting - Behavior that denigrates, ridicules, and/or is physically abusive of an employee because of his/her sex.

Duty of Managers/Supervisors:

Managers/Supervisors are responsible for creating a business-like work environment free from harassment of any kind and retaliation. This includes closely scrutinizing their own actions to ensure compliance with this policy. In addition,

Managers/Supervisors must make themselves available and create a work environment that provides employees with opportunities for open communication to discuss potential violations of this policy. No influence may be used to dissuade an employee from airing a complaint. Managers/Supervisors also are responsible for monitoring the workplace for retaliation after a complaint is filed.

Managers/Supervisors are required to discuss this policy with all new employees on the first day both are at work. All employees are required to sign the Certification of Understanding-Sexual Harassment Policy at the time the policy is discussed.

Managers/supervisors are responsible for taking direct, effective action to stop conduct that violates this policy when they know, or should have known, about such conduct. Ignorance of such conduct is not necessarily an acceptable defense for inaction. Managers/Supervisors should work with the EEO Office and Personnel to ensure that any action taken is effective in stopping the inappropriate conduct.

When Sexual Harassment Occurs:

Although not required by this policy, it may be helpful for individuals who believe they have been subjected to conduct that violates this policy to inform the individual that his/her behavior is unwelcome, offensive, or inappropriate. This may be the first and only action needed to end the harassment.

Employees who believe they have been subjected to conduct that violates this policy shall contact their supervisor, Manager, or or the EEO Officer/Investigator.

Sexual harassment shall be reported in writing or verbally. An Employee may report such activities even though he/she is not the target of the harassment.

The City of Parlier will investigate promptly and thoroughly all alleged violations of this policy. While absolute confidentiality is not possible, the City will act with discretion during the investigatory process and confidentiality will be maintained to the extent practical and appropriate under the circumstances.

Upon completion of the investigation, the City of Parlier will take appropriate corrective action against any individual whom it determines violated this policy. Corrective action may include, but is not limited to, counseling, suspension, or termination. In addition, employees should be aware that a complaint of harassment may be filed in civil court, which, if successful, may result in personal liability for the employee. The City will not pay damages assessed personally against an individual. In addition, the City will take disciplinary action - termination is one possible action against any employee who engage in sexual harassment.

Protection Against Retaliation:

No employee will be subject to, and the City of Parlier strictly prohibits, any form of retaliation or reprisal for reporting alleged violations of this policy, pursuing any such claim, testify, assist or cooperating in any way in the investigation of such claims.

EEO Officers in the City of Parlier are:

- City Manager
- Administrative Services Director
- One Employees Representative appointed by Employees.

Additional Information:

The Department of Fair Employment and Housing (DFEH) is the State Agency that resolves complaints of unlawful discrimination, including sexual harassment. After a complaint is filed, the DFEH has one year to investigate the complaint.

To contact DFEH, consult the local telephone directory under State Government Offices or ask directory assistance for the number of Department of Fair Employment and Housing headquarters in Sacramento.

The Equal Employment Opportunity Commission is the Federal Agency that resolves sexual harassment claims. To contact the commission, consult directory assistance for Washington D.C.

If they find a complaint is justified, state and federal agencies have the power to order, among other actions, the wronged party be hired, given back pay, promoted, reinstated or granted damages for emotional distress. The agencies may also order the violators to pay large fines.

SECTION - IV

58. Drug-Free Workplace Policy

To provide for the health and safety of employees, and visitors, the City of Parlier (City) supports and will maintain a drug-free working and living environment. The unlawful manufacture, distribution, dispensation, possession, or use of controlled substances or the unauthorized use of alcohol by City employees or visitors on all City of Parlier's properties/vehicles is prohibited.

Employees may not be at work under the influence of alcohol or while unlawfully using controlled substances. This policy provides minimum standards; City departments or contracts may impose stricter standards.

The consumption of alcohol at events where the City has authorized such use is permitted. At such events the use must be sanctioned by the City as well as permitted by the appropriate state agency. Only individuals of legal drinking age may consume alcohol at these events. Security Guards or Police Officers must be retained at such events, and keep on guard during the event at the expense of event holder.

POLICY GUIDELINES

Definitions

Controlled substances/drugs - include, but are not limited to: (a) narcotics, such as opium, heroin, morphine and synthetic substitutes; (b) depressants, such as chloral hydrate, barbiturates, and methaqualone; (c) stimulants, such as cocaine (and any derivatives) and amphetamines; (d) hallucinogens, such as LSD, mescaline, PCP, peyote, psilocybin, Ecstasy, and MDMA; and (e) cannabis, such as marijuana and hashish; (f) any chemical compound added to federal or state regulations and denoted as a controlled substance.

City properties - any building or land owned, leased, or used by The City.

City vehicle - any vehicle owned, leased or operated by The City of Parlier.

Medical Review Officer (MRO) - physician officially designated by regulated agency with specific training in Department of Transportation drug and alcohol regulations and drug testing requirements.

Testing for Reasonable Suspicion - testing for a specific cause that is conducted immediately after there is significant evidence or suspicion of using or being under the influence of drugs or alcohol while at work, i.e.,
aroma of alcohol on breath or directly observed using drugs or drinking alcohol, slurry speech, sudden violence temper, etc.

Drug-Free Workplace

PROCEDURE

I. Drug Testing

All federal, state or local regulations regarding drug testing and monitoring will be followed.

There are four situations when the City can conduct tests. All information pertaining to an individual's drug tests or results will be kept confidential, except on a need-to-know basis. All testing conducted under this policy will be done in accordance with standards established by the City of Parlier Employee Health Services and Environmental Health and Safety.

A. Pre-employment testing. Applicants to specific safety-related and other designated positions at City will be drug tested after receiving a final offer of employment and prior to beginning work. Applicants will be notified at the time of application that testing for drugs is requirement of the employment process. Offers of employment are contingent upon successfully passing a drug test.

B. Random drug testing. This testing occurs with the same group of safety-related positions that are subject to pre-employment testing. Employees in this group are subject to random drug testing as a condition of continued employment.

C. Department ordered testing. Departments within the City can set up testing standards that are more rigorous than outlined in this policy, with the approval of the City Manager or his/her designee.

D. Testing for Reasonable Suspicion. Drug or alcohol testing of employees may be conducted if there is reasonable suspicion of working under the influence of alcohol or drugs.

Testing for Reasonable Suspicion may be ordered by a supervisor, city manager, or his/her designee in consultation with the Personnel Director. Individuals testing positive should be referred to the Employee Assistance Program (EAP) or a Substance Abuse Professional (SAP) if an external expert is used for evaluation. The evaluation will determine and recommend if substance abuse treatment or education is appropriate and/or necessary. The Personnel Department, the designated Medical Review Officer (MRO) will review the recommendation and may determine that rehabilitation is a requirement for any current employee who has an alcohol or drug problem that affects job performance. Refusing a drug test will be handled according to the established drug testing standards set by federal code in Title 41, section 10

and followed by the Medical Review Officer's department.

Provisional (temporary) employee or Probationary employee who is found tested positive for drugs/substance or alcohol use during the working hours is subject to termination of employment.

II. Arranging A Drug Test

A. When a supervisor believes that drug testing is appropriate, they must first contact the Personnel Office. With the approval of the Personnel Director or his/her designee, the supervisor contacts the designated clinic to arrange for the drug or alcohol testing.

B. If the need for testing for reasonable suspicion arises outside of the regular hours of the designated Clinic, the supervisor should contact an approved hospital nearby, and if this is unsuccessful, escort the employee to

The designated clinic at its next scheduled opening.

III. Notification of Police

Any individual observed unlawfully manufacturing, distributing, dispensing, using, or possessing alcohol or illegal drugs on City's premises is to be reported immediately to the Police Officer on duty.

IV. Personnel Department Responsibilities

A. The City will inform and give all employees of the Drug-Free Workplace Policy upon employment through individual Supervisor, and the employment website and annually through usual employee communication mechanisms.

B. Provide access to training for supervisors and managers.

C. Provide a drug-free workplace awareness program available through the Employee Assistance Program.

D. Refer and provide appropriate support for employees after drug testing and/or substance abuse treatment or education, facilitate arrangements for testing when there is reasonable suspicion, and consult with departments on individual work agreements for approved returning employees.

Supervisors with reasonable suspicion that a substance abuse problem may be resulting in unsatisfactory work performance should review those problems with their department

Supervisors should:

A. Refer the employee to Employee Assistance Program counselor. This referral should be kept confidential. Workplace performance issues should be documented.

B. Take corrective action as appropriate after consultation with the Personnel Department.

C. When there is a suspension of responsibilities directly related to drug or alcohol use, upon authorization to return to work, an individual work agreement should be written in consultation with the Personnel Department.

D. Provide appropriate supervision for employees in accordance with return-to-work agreements.

E. Within thirty days of notification of a criminal drug statute conviction, the Supervisor, in consultation with the Personnel Director, will take appropriate personnel actions against the employee. These actions may include discharge, required participation in an evaluation by EAP or an external Substance Abuse Professional (SAP), and/or follow through with substance abuse education and rehabilitation program if recommended by the evaluating EAP counselor or SAP.

VI. Employee Responsibilities

Employees are expected to refrain from illegally using drugs or illegal substances at all times and refrain from being under the influence of alcohol while at work.

Federal regulations require that all employees report any drug or alcohol related convictions occurring in the workplace to their employer. Employees must self-report these convictions to the Personnel Officer or Consulting Services appointed by the City, within five business days of a guilty verdict or a plea of no-contest. This information may subject the employee to disciplinary action, random testing requirements and may be reported to the appropriate licensing authority.

RESOURCES

For questions:

- Personnel Department, (559)646-3545 ext. 227 during normal working hours
- Employee Assistance Program (EAP), 1-800-234-5465 or visit www.pbhi.com

The City of Parlier - Personnel Policies and Procedures

Acknowledgment:

I, _____ hereby confirm that I have read and fully understood both, the Sexual Harassment, and Drug Free Workplace Policies, and I agree to comply with the above said policies during the term of my employment with the City of Parlier. I further understand that failure to comply with these policies may result in a disciplinary action and may also lead to termination of my employment.

Signature

Date

PERSONNEL POLICIES FOR PARLIER CITY EMPLOYEES

APPROVED BY THE PARLIER CITY COUNCIL
JANUARY 2003

ADOPTED BY
RESOLUTION NO. 2003-03

THESE POLICIES APPLY TO ALL CITY AND REDEVELOPMENT AGENCY
EMPLOYEES, OTHER THAN EMPLOYEES SUBJECT TO A MEMORANDUM OF
UNDERSTANDING (MOU) OR WRITTEN CONTACT BETWEEN THE CITY AND THE
EMPLOYEE OR A RECOGNIZED EMPLOYEE ORGANIZATION

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SECTION I

EMPLOYMENT CATEGORIES, HOURS AND PAY

1. EMPLOYMENT CATEGORIES

A. Employees are classified as either Competitive Service Employees or At-Will Employees.

(i) **Competitive Service Employees** are defined in the Personnel Ordinance and include, but are not limited to, the following positions:

Executive Assistant/Deputy City Clerk	Equipment Mechanic
Senior Administrative Assistant	Facility Maintenance Worker I/II
Administrative Assistant I/II	Lifeguard
Animal Control Officer	Recreation Specialist I/II
Associate Planner	Senior Utility Maintenance Worker
Assistant Planner	Utility Maintenance Worker I/II
Accounting Technician I/II/III	Building Inspector I/II
Code Enforcement Officer	Event Custodian
Wastewater Treatment Plant Operator I/II	
Wastewater Treatment Plant Operator Trainee I/II	

Police Lieutenant	Reserve Police Officer
Police Sergeant	Police Jailer
Police Corporal	Senior Police Records Technician
Police Officer	Police Records Technician I/II

Competitive Service Employees serve a probationary period, generally, of up to six months. The probationary period can be extended for up to an additional six months. The probationary period for the Police Department is one year. (Please see the Personnel Ordinance for more information on probationary periods).

(ii) **At-Will Employees** are all employees who are exempt from overtime who are not covered by an employee bargaining unit, and include the following positions:

City Manager	Director of Maintenance and Operations
Police Chief	Director of Economic Development
Director of Administrative Services	Director of Community Development
Community Services Superintendent	

B. Employees are classified as either exempt or non-exempt (hourly) per state and federal regulations.

(i) **Exempt employees** are not entitled to overtime pay. They are expected to work whatever hours are required to get the job done for the weekly salary they are being paid. Exempt employees are not paid extra when it is necessary for them to put in additional time to get the job done. But, when exempt employees need to take occasional time off to deal with personal

business (i.e. an hour here or there), the employee's salary is not reduced for the time that he/she takes off of work.

- (ii) Non-exempt employees are paid on an hourly basis. Whenever they work more than eight hours in a single workday or forty hours in a single workweek, they are paid additional wages at one and one-half times their regular rate of pay. However, whenever they take time off from work for personal business (other than vacation, sick time and compensation time off), they are not paid for that time not worked.
- C. Additionally, employees are classified as Permanent Full Time, Permanent Part Time or Temporary. Permanent means that an employee is hired to work on an ongoing basis, with a defined workweek and either a defined salary or hourly rate.
- (i) **Permanent Full Time:** Employees who were hired as the result of a competitive examination process and successfully completed probation, as well as department directors and the City Manager, and who are regularly scheduled to work forty hours per week.
 - (ii) **Permanent Part Time:** Employees who were hired as the result of a competitive examination process and successfully completed probation, and are hired for no more than twenty hours per week.
 - (iii) **Temporary:** Employees who are hired to work for a limited period of time not to exceed 180 days or 900 hours in any calendar year.
- D. An employee in a Temporary position will not become a Permanent Full Time or Permanent Part Time employee just by working more hours or an extended period of time. A change in status can only be made in writing by the proper authority. Please see the Personnel Ordinance for other definitions of employment categories.

2. WORKWEEK AND WORKDAY

Except where otherwise provided, the regular workweek for all employee positions is forty hours. The workweek shall begin on Saturday at 12:01 a.m. and end the following Friday at midnight. The workday is a consecutive twenty-four hour period beginning at 12:01 a.m. and ending at midnight.

3. WORK SCHEDULE

Work Scheduled may be:

- Five consecutive 8-hour days on and two consecutive days off; or
- Four consecutive 9-hour days on and one 4-hour day on, and two consecutive days off within a week.
- Exceptions may apply to employees in the Police Department, Recreation and Leisure and other Public Works positions.

4. EXCHANGE OF WORK SHIFTS

- A. All exchanges of work shifts must be approved in advance and in writing by the department head/supervisor.

5. OVERTIME

- A. When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of overtime will be provided. The department head/supervisor must approve all overtime in advance of it being worked. Overtime assignments will be distributed as equally as is practical to all employees qualified to perform the required work.
- B. Overtime is paid per state wage and hour regulations and is based on actual hours worked. All time worked over eight hours in a single workday and over forty hours in a single workweek and the first eight hours worked on the seventh consecutive day worked in a work week will be paid at one and one-half times the employee's regular hourly rate of pay. All time worked after twelve hours in a single day, and all hours worked over eight hours on the seventh consecutive day worked in a work week will be paid at double time the employee's regular rate of pay. Paid time off for sick time, unpaid leaves of absence, vacation, holidays, jury duty and other such time, is not considered as time worked and will not be considered when calculating overtime hours and pay.
- C. Employees who fail to work scheduled overtime or who work overtime without prior authorization from the department head/supervisor may be subject to disciplinary action.
- D. If an employee is required to work longer than the regular workweek or work shift, he/she shall be paid for the approved overtime by:
 - (i) Being allowed off a like amount of working hours during the same pay period without deduction from the employee's compensation; or
 - (ii) Payment for such overtime at one-and one-half times the employee's regular rate of pay; or
 - (iii) Accumulating such overtime as "compensatory time off" to be taken during subsequent pay periods, the accumulation of which may not exceed eighty hours.
- E. The employee may decide if he/she wants to be paid overtime in the pay period it was worked, take time off instead of being paid overtime in that same pay period, or accumulate overtime as compensatory time off. The maximum number of compensatory hours an employee may accumulate is eighty hours. Anything over eighty hours will be paid out to the employee.

6. REST AND MEAL PERIODS

- A. Employees are required to take one rest period of fifteen minutes in length for each 4-hour period worked unless operational needs otherwise dictates. To the extent possible, breaks will be provided in the middle of each work period. Since these rest periods are paid time, employees cannot leave their work site nor be

absent from their workstation beyond the allotted rest period unless prior approval by the department head/supervisor is obtained.

- B. Employees may take up to a 1-hour meal period during each workday, however, *they are required to take a minimum of thirty minutes* for their meal period. Department heads/supervisors will schedule meal periods to accommodate operating requirements. Employees are relieved of all active responsibilities and are not paid during their meal periods.
- C. *Lactation breaks* may be provided to nursing mothers. If you are a nursing mother who needs to express milk while at work, you may do so during your regularly scheduled rest and meal periods. If for some reason those times do not allow you to complete the process, and additional time is needed, upon notification to your department head/supervisor, the City will make every effort to accommodate your request for additional time on a non-paid basis and to provide a private place for this purpose.

7. TIMEKEEPING

- A. Non-exempt employees must keep accurate records of actual time worked. The City is required to keep an accurate record of actual time worked in order to calculate employee pay and benefits. Non-exempt employees must accurately record the time they begin and end their workday, the beginning and ending time of any split shift, beginning and time of their meal period, and beginning and ending time of work time taken off for personal reasons. The employee's immediate supervisor must approve all overtime worked in advance.
- B. Altering, falsifying, or tampering with timesheets, or recording time on another employee's time record will result in disciplinary action.
- C. Non-exempt employees should report to work no more than seven minutes prior to their scheduled starting time and end their work no more than seven minutes after their scheduled ending time. Any change from the above schedule requires advance written approval from the department head/supervisor.
- D. Non-exempt employees must sign their timesheets certifying the accuracy of the times recorded. The department head/supervisor will review and sign the timesheet for payroll processing. Both the non-exempt employee and the department head/supervisor must initial all corrections and modifications to the time sheets that will attest to its accuracy.

8. PAYDAYS

Employees are paid bi-weekly, no later than every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period. In the event a regularly scheduled payday falls on a holiday (i.e. a Friday), employees will be paid no later than on the preceding Thursday.

9. STANDBY TIME

Standby Time is generally not paid unless an employee is under the control of the City, meaning he/she has to remain at or near his/her workstation ready to work if needed. As an example, an employee who is on-call or on standby and who is called back to

work, shall be paid one-and one-half times the employee's regular rate of pay for each hour or fraction thereof worked in excess of eight hours per day.

10. PAY ADVANCES

The City does not provide pay advances or extension of credit on wages to any employee.

11. ACTING PAY

Employees appointed to serve in the position of Acting City Manager or Acting Department Head, shall receive an additional compensation called "Acting Pay" during the period of such assignment. For Acting Pay to occur, the City Manager or Department Head must be away from his/her official duties for a period of not less than seventy-two hours. Acting Pay shall be a ten to twenty percent increase over the employee's regular base pay, at the discretion of the City Manager. During the period that such employees are receiving Acting Pay, they shall be considered "exempt" under applicable federal wage and hour laws. No additional benefits shall be earned or accrued during such assignment.

12. ADMINISTRATIVE PAY CORRECTIONS

- A. The City takes all reasonable steps to assure that employees receive the correct amount of pay in each paycheck and employees are paid promptly on scheduled paydays.
- B. In the event there is an error in the amount of pay, the employee should promptly report any errors to his/her department head/supervisor head so that a correction can be made as quickly as possible. Underpayments and overpayments will be corrected in the next regular paycheck unless this presents a burden to the employee (where there is a substantial amount owed). In that case, the City will attempt to arrange a schedule of repayments minimizing the inconvenience to all involved.

13. PAY DEDUCTIONS (INCLUDING GARNISHMENTS)

- A. The law requires that the City make certain deductions from every employee's pay such as: federal and state income taxes, social security and medicare taxes, wage garnishments (per court order only). The City offers others programs and benefits. Eligible employees may voluntarily authorize deductions from their paychecks for dependent support, credit union savings and net check direct deposit for any legal purpose. If the City is given a mandatory garnishment order for the employee, the City will also deduct a processing fee from the employee's paycheck for each payday the order is in effect, as authorized by the garnishing authority. However, such fee shall not exceed the statutory amount as prescribed by law.
- B. If you have any questions concerning why a particular deduction was made from your paycheck or how it was calculated, your supervisor can assist in having your questions answered.

14. ATTENDANCE-SICK LEAVE POLICY

- A. Being at work on time on a consistent basis is a condition of employment. Each department will maintain attendance records, and employees who experience excessive absenteeism, unauthorized late arrivals or absences, will be subject to disciplinary action.
- B. Employees are required to call their department head/supervisor prior to the start of their regular shift to advise of any late arrivals or absences. Failure to call in advance of an absence and/or failure to show up for work without calling in will be violation of the Attendance-Sick Leave Policy and result in disciplinary action. Failure to call in and show up for work for three days in a row will result in termination unless justification is provided. Even though paid sick leave is a benefit provided to all permanent, full-time employees, missing work every month may be considered excessive absenteeism. Excessive absenteeism is generally considered to be:
 - (i) Using sick leave every month for three or more months in a row without justification; and/or
 - (ii) Being late to work or from lunch six or more times in a month; and/or
 - (iii) Having a total of six absences in a six month period (an absence can be up to three days without a doctor's note and up to five days with a doctor's note).
- C. Absences longer than five days will require a doctor's note, and an extensive review by the department head/supervisor will ensue to determine whether the employee should be allowed continued employment. Generally, absences from work for a period of greater than five days without a doctor's note is considered abandonment of his/her job, resulting in termination. Disciplinary action will be determined on a case-by-case basis. The City will consider any special circumstances such as issues related to disabilities as defined by the state and federal laws.

SECTION II

EMPLOYEE RELATIONS

15. PERSONNEL FILES

- A. A personnel file is maintained for each City employee. The personnel file includes the employee's job application, resume, record of training, documentation of performance, evaluations, salary changes, disciplinary actions, commendations, and other employment records.
- B. The personnel file is the property of the City and access to it is restricted. Only personnel having a legitimate reason may review personnel files.
- C. Employees who wish to review their own personnel file should contact the Personnel Office. With reasonable advance notice, employees may review their own personnel files in the presence of an individual appointed by the City Manager to maintain such files.

16. REFERENCE AND BACKGROUND CHECKS

To protect all parties, only the City Manager or his designee is authorized to verify employment for any current employee. Only the date of hire and position title will be provided to any individual or company without written authorization of the employee. Verification of any additional information will be provided only with the employee's written authorization and will only be provided in writing.

17. EMPLOYMENT REFERENCE INQUIRIES

Only the City Manager or his designee is authorized to provide employment references for current or prior employees. Unless otherwise authorized by the City Manager, only the dates of employment, positions(s) held, and last salary will be confirmed and only in writing. All letters of recommendation will be at the discretion of the City Manager and will be provided only in response to interested employers.

18. RESIGNATION

At-will and competitive service employees are encouraged to give at least two weeks notice of their voluntary resignation. While it is not an absolute requirement, the City will consider the notice period provided by the employee when considering an employee's eligibility for rehire. A written letter of resignation is to be provided to the employee's department head/supervisor stating the general reason for the resignation and the effective date. The employee may be requested to attend an exit interview with the City Manager. The request for a notice of resignation does not alter the status of an employee who is considered at-will.

19. LAYOFFS

The City will make every effort to give all Permanent Full Time and Permanent Part Time employees two weeks notice of a layoff where possible. Employees to be laid off will be determined based on the provisions of Layoff Procedures, Chapter 4.04 and 4.06 of the Personnel Ordinance. As stated in those procedures, the employee holding the position

may be laid off or demoted to a vacancy, if any, in a lower class for which the employee is qualified. The employee affected by the layoff has the right to displace an employee in the same department who has less seniority in a lower classification in which the affected employee once had regular status.

20. TERMINATIONS

Involuntary terminations for Competitive Service employees will be conducted per Personnel Ordinance, Chapter 4.03 and for at-will employees based on Chapter 4.06. All equipment, uniforms, keys, vehicles and other City-owned property must be returned at the time of the termination. The City will ensure that all accrued and vested benefits will be paid at the time of termination, and the employee will be advised of his/her COBRA and unemployment benefits. An exit interview will usually be conducted as part of the exit process.

21. PERSONNEL DATA CHANGE

It is the responsibility of each employee to promptly notify the City Manager's Office of changes in their personnel status, including the following matters:

- Personal mailing addresses; telephone numbers; number, names and ages of dependents; marriage status; individuals to be contacted in the event of an emergency; professional licenses; educational accomplishments; driving license revocation; arrests and/or convictions of any criminal offense; and citations for activities while engaged in City business.

22. EMPLOYMENT APPLICATIONS

- A. The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented during the hiring process. Any important misrepresentation or falsification of such information may result in the City's exclusion of the individual from further consideration for employment or, after the person has been hired, termination of employment. Employees should review Personnel Ordinance Sections 4.08.010 through 4.08.130.
- B. It is the applicant's responsibility to notify the Personnel Department of his/her interest in available positions.

23. PERFORMANCE EVALUATIONS

Department heads/supervisors are encouraged to discuss job performance and goals with employees on an informal, day-to-day basis. Formal performance evaluations are conducted prior to the expiration of an employee's probationary period. Performance evaluations are a tool to use in recognizing employee's achievements, strengths and areas needing improvement. Employees are generally reviewed annually.

24. PROPERTY, PRIVACY AND SEARCH POLICY

- A. Desks, storage areas, work areas, file cabinets, credenzas, computer systems, office telephones, modems, facsimile machines, copiers, and City vehicles are the property of the City and must be kept in good, clean condition at all times and

are to be used only for work purposes, except as provided in this policy. The City reserves the right, at all times, and without prior notice, to inspect and search any and all City property for the purpose of determining whether this policy or any other City policy has been violated, or whether such inspection and investigation is necessary for purposes of safety in the workplace or compliance with state and federal laws. Such inspection may be conducted during or after business hours and in the presence or absence of the employee.

- B. Additionally, the City may request the right to inspect personal property of the employee when there is reasonable cause to suspect that a violation of City policy or work rules has occurred, including but not limited to, the presence of illegal drugs, alcohol, weapons or other contraband, or to investigate allegation of theft or unauthorized possession of City and/or co-worker property. An employee's personal property includes but is not limited to the employee's automobile, lunch box, cooler, purse, parcels and similar items. (Note: an employee who has a license to carry a weapon may not do so on City property or business.) Failure of the employee to consent to the search of his/her personal property under these circumstances will require a review of the facts by management without consideration of the employee's refusal to consent to the search. The City reserves the right to impose discipline, up to and including termination, depending upon the facts that exist in a particular situation.
- C. The City's computer systems and other technical resources including any voice mail, or e-mail systems, are provided for use in the pursuit of City business and are to be reviewed, monitored and used only in that pursuit, except as provided in this policy. As a result, computer data, voice mail and e-mail are readily available to several people. If an employee performs or sends work on the City's computer systems or other technical resources, that work may be subject to the investigation, search and review of others per this policy. Additionally, any electronically stored communications that an employee either sends to or receives from others may be retrieved and reviewed where such investigation serves the legitimate business interests and obligations of the City.
- D. Employees of the City may be permitted to use the City's equipment for occasional, non-City business, with the permission of the employee's department head/supervisor or City Manager. Nevertheless, the employee has no right of privacy as to any information or file maintained in or on the City's property or transmitted or stored through the City's computer systems, voice mail, e-mail or any other technical resources. For purposes of inspecting, investigating or searching employee's computerized files or transmissions, voice mail, or e-mail, the City may override any applicable passwords or codes in accordance with the best interests of the City, its employees, clients, customers or visitors. All bills and other documentation related to the use of the City's equipment or property are the property of the City and may be viewed and used for purposes that the City considers appropriate.
- E. Using the internet, e-mail, or voice mail for illegal, harassing, discriminatory purposes (i.e. accessing pornographic sites, sending cartoons or jokes that are sexual or discriminatory in nature, sending notes/letters that are harassing or sexual in nature to co-workers or anyone else) during working and/or non-working hours is not permitted. Additionally, messages on the City's voice mail or e-mail systems are subject to the policies regarding harassment, discrimination and illegal activity, as are any other workplace communications. Offensive, harassing,

or discriminatory content in such messages will not be tolerated. Any violation of this policy will be subject to disciplinary action. Where City provided technology has been used for illegal purposes, management will cooperate with any legitimate law enforcement agency.

- F. Employees are not to read or use files that they are not authorized to use or read. Unauthorized review, copying, distribution, removal, damage or alteration of files, passwords, computer systems or programs, or other property of the City, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action. Any current, terminating or former employee who removes City information such as that noted above and including but not limited to customer files, proposals, RFP's, and other similar information will be subject to legal ramifications.

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SECTION III

EMPLOYEE BENEFITS

Except as otherwise provided by existing Memorandum of Understandings, or as subsequently adopted by the City Council, the following employee benefits are provided:

25. HOLIDAYS

- A. The City will grant holiday time off with pay to all Permanent Full Time employees on the days listed below:
- New Year's Day (January 1)
 - Martin Luther King, Jr. Day (third Monday in January)
 - President's Day (third Monday in February)
 - Caesar Chavez Day (last Friday in March)
 - Memorial Day (last Monday in May)
 - Independence Day (July 4)
 - Labor Day (first Monday in September)
 - Veterans' Day (November 11)
 - Thanksgiving (fourth Thursday in November)
 - Day after Thanksgiving
 - Christmas (December 25)
 - Floating Holiday (two)
- B. A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.
- C. If a holiday falls during an eligible employee's paid absence (i.e. vacation), credit for the holiday will be provided. If a non-exempt employee works on a holiday, he/she will receive holiday pay plus his/her regular rate of pay for the hours worked.
- D. The "floating holidays" referred to above are earned each year. To be eligible for a floating holiday, employees must complete one year of service as a Permanent employee. The floating holiday must be scheduled with the prior approval of the employee's department head/supervisor at least three days before taking it. Additionally, the City may pay the floating holiday at the request of the employee and the approval of the department head/supervisor. The floating holiday must be taken or paid with the fiscal year the holiday is earned or it will be lost.
- E. Paid time off for all holidays will not be counted as hours worked for the purposes of determining overtime.

26. VACATION

- A. Vacation time off with pay is available to only Permanent Full Time employees in order to provide opportunities for rest, relaxation, and personal pursuits.

Years of Service:

Vacation Accrual Rate:

0 through 4 years
5 through 10 years
11 years plus

3.69 hours per pay period=8 hours per month
5.64 hours per pay period=12 hours per month
6.45 hours per pay period=14 hours per month

- B. In the event one or more City holidays fall within an eligible employee's vacation leave, such holiday shall not be charged as vacation leave. Employees on military leave earn vacation and holiday pay during such leave.
- C. Permanent Full Time employees begin to accrue paid vacation leave from the first day they officially enter an employment classification. Once the probationary period is completed, employees are eligible to take accrued vacation. As an example, even though a probationary employee has a total of thirty hours of vacation time after working four months, the employee cannot take that vacation time off with pay until he/she completes the probationary period, which may be six months.
- D. To take vacation, employees must submit their vacation request to their department head/supervisor in writing. A vacation will not be granted until the department head/supervisor has approved the vacation in writing. The requests will be granted based on a number of factors, including the business and staffing requirements of the City. Vacation leave is paid in the same manner as work time.
- E. Earned vacation leave may be accumulated without limit. On the first payday in December of each year, at the written request of the employee and written approval by the City Manager, any or all of the unused vacation leave accrued balance in excess of two hundred and forty hours may be paid to the employee at the employee's current rate of pay, with the resulting reduction of accrued vacation leave balance for the hours paid.
- F. Upon termination of employment, employees will be paid for unused vacation leave earned through the last day of work at the rate of his/her pay at date of termination.

27. PAID SICK LEAVE

- A. The City provides paid sick leave benefits to all Permanent Full Time employees for periods of temporary absence due to personal illness or injury.
- B. Employees accrue sick leave benefits at the rate of 3.69 hours per pay period, and begin earning such benefit when they officially enter an employment classification. Employees may request use of paid sick leave upon completion of their probationary period. Permanent Full Time employees may use sick leave for an absence due to their own illness or injury, and may use up to fifty percent of their annual benefit to care for an ill child (defined to mean a biological, foster or adopted child, a stepchild, a legal ward), parent, spouse, domestic partner (when a Declaration of Domestic Partnership has been filed with the Secretary of State), and child of a domestic partner. For medical or dental appointments, all employees must generally submit a request for sick leave form at least three days in advance.
- C. All employees who are unable to report to work due to illness or injury should notify their department head/supervisor before the scheduled start of the workday and submit a sick leave form the day they return to work. The department head/supervisor must also be notified on each additional day of absence. Absences not reported in such manner may be subject to disciplinary action.
- D. Any employee absent for three or more consecutive days due to illness or injury may be required to submit a physician's statement to his/her department.

head/supervisor. Such statement may also be requested for other sick leave absences. Before returning to work from a sick leave absence of ten calendar days or more, an employee may be required to provide a physician's verification that he/she may safely return to work.

- E. Sick leave benefits are calculated based on the employee's base pay rate at the time of the absence.
- F. Upon receiving approval from the City Manager, accrued vacation leave may be used for sickness when all of an employee's sick leave has been exhausted. Time off without pay may be used with permission of the City Manager (see below).
- G. Unused sick leave may be accumulated without limit. On the first payday in December of each year, at the written request of the employee and written approval of the City Manager, up to one half of any or all of the unused sick leave accrued balance in excess of two hundred and forty hours may be paid to the employee at the employee's current rate of pay, with the resulting reduction of accrued sick leave balance for the hours paid.
- H. Upon termination, fifty percent of the unused sick leave balance will be paid to the employee at the employee's rate of pay at the termination date.

28. BEREAVEMENT LEAVE

Permanent Full Time employees are eligible for up to five days paid bereavement leave in the event of the death of a person in the employee's immediate family. Immediate family means the employee's father, step-father, mother, step-mother, brother, step-brother, sister, step-sister, spouse, children, grandparents, parents-in-law, or any other relative residing in the employee's household, or under the employee's care. For the death of other persons, vacation, compensation time or time off without pay may be requested from the City Manager. Vacation and sick leave continues to accrue during the period of bereavement leave.

29. PENSION PLAN

The City contributes annually to CalPERS (a defined benefit pension plan) for its Permanent Full Time employees. The employees are currently not required to make contributions.

30. DEFERRED COMPENSATION

The City offers two deferred compensation plans to its Permanent Full Time employees. For exempt employees, the City will contribute up to 4.5% of the employees annual pre-tax compensation, with a required dollar for dollar match by the employee. Employees may authorize voluntary deductions from their pay up to the statutory limits allowed by the IRS on a pre-tax dollar basis. Information will be provided by the City Manager's office regarding this benefit.

31. FLEXIBLE BENEFIT PLANS-CAFETERIA PLAN

The City offers three flexible benefit plans to Permanent Full Time employees. Each plan complies with IRS Code Section 125 that allows for pre-tax dollars to be voluntarily

deducted from the employee's pay for the purposes of (1) out-of-pocket medical expense reimbursements, (2) daycare expense reimbursement, and (3) insurance premium conversion to pre-tax dollars.

32. MEDICAL, DENTAL AND VISION BENEFITS

- A. The City provides medical, dental and vision benefits for Permanent Full Time employees and their dependents. Employees are required to pay a small amount as deemed necessary by the City Council through payroll withholding if they choose to cover their family.
- B. Employees who are covered by their spouse's benefits can sign a form stating that they do not need the medical, dental and vision benefits combined (and not just medical or just dental or just vision, or any combination thereof) because they have other coverage. Instead of these benefits, each payday employees may receive either an additional \$35 or the amount that is equal to one-half of the premium for a single employee under age 30.
- C. Medical, dental and vision benefits become effective the first day of the month following the completion of the first thirty days of employment.

33. WORKERS' COMPENSATION

- A. The City provides a comprehensive workers' compensation program at no cost to all employees. This program covers any injury or illness sustained in the course of employment that requires medical care or requires the employee to be off from work. Subject to applicable requirements, workers' compensation provides benefits after a short waiting period or, if the employee is hospitalized, immediately.
- B. Employees who are injured on the job must inform their department head/supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable the employee to qualify for coverage as quickly as possible, and allow the City to take corrective action in preventing further similar occurrences.
- C. Neither the City nor its workers' compensation administrator will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in off-duty recreational, social, or athletic activities sponsored by the City. City employees who are required to work on weekends or holidays are covered during such periods.

34. SURVIVOR INCOME LIFE INSURANCE

The City provides to its Permanent Full Time employees survivor income life insurance. Information regarding this benefit can be obtained at the City Manager's Office.

35. LONG-TERM DISABILITY

The City provides to its Permanent Full Time employees long-term disability insurance. Information regarding this benefit can be obtained at the City Manager's Office.

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36. LEAVES WITHOUT PAY

Defn Active
A. Family Medical Leave/California Family Rights Leave

- (i) Depending upon a number of factors (i.e. number of employees within a seventy-five mile radius for a specified period of time), Family Medical Leave (FM) and/or California Family Rights Leave (CFR) may be available for eligible employees. Employees who have been employed with the City for twelve months or longer, and who have at least 1,250 hours during the preceding twelve months period before the date the leave is to begin, may be eligible for FM and/or CFR leave, which provides up to a maximum of twelve work weeks of unpaid family medical leave within a twelve month period from the date the leave began. FM/CFR leave is permitted for the birth of the employee's child, or placement of a child with the employee for adoption or foster care, to care for the employee's spouse, child or parent who has a serious health condition, or for a serious condition that makes the employee unable to perform his/her job including a work-related injury or illness. Since a number of leave options may apply, the City reserves the right to run leaves concurrently where appropriate, such as FM and CFR leave, FM, CFR and work-related injury, illness leave; and Pregnancy Disability Leave (PD) and FM leave.
- (ii) The City will designate a leave of absence as an FM/CFR leave when the employee is eligible. Should an employee take such a leave for personal illness, the employee will be required to use all accrued sick leave and vacation time. When such a leave is granted to care for a family member, then the employee will be required to use all accrued vacation time during such leave. The use of paid time will not extend the maximum time allowed for a leave.
- (iii) Whenever possible, employees are to provide a minimum of thirty days advance notice of the need for a leave. Otherwise, notice of the need for the leave must be provided as soon as is practical. Medical certification supporting the request for the leave is required in advance of the leave; second opinions (at the City's expense) may be required. The City will provide a Leave of Absence form, to be signed by the City Manager authorizing the leave. Additionally, prior to returning to work from a personal FM/CFR Medical Leave, a medical release to return to work must be provided at a minimum of two (2) working days prior to the date of the return.
- (iv) Under most circumstances, upon return from a FM/CFR Leave, an employee will be returned to his/her original job or to a job equal in pay, benefits and other terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.
- (v) Employees returning from FM/CFR Leave will be reinstated to the same seniority level as when the leave started. Seniority will accrue during paid leave; all other benefits, i.e. vacation, sick leave or pension benefits do not accrue during leaves of absence.
- (vi) An employee who takes a FM/CFR Leave will continue participating in health and welfare benefit plans in which he/she was enrolled the first day.

of the leave for up to twelve weeks. The City will continue to make the premium contribution as if the employee was continuing to work so long as the employee makes his/her required contributions.

- (vii) Failure to return to work at the end of a FM/CFR Leave may result in termination of employment. Employees who do not return from a FM/CFR Leave may be eligible for insurance continuation under COBRA.

B. Pregnancy Disability Leave

- (i) The City provides employees who are disabled due to pregnancy, childbirth or related medical conditions with the same benefits and unpaid leaves as provided to employees disabled for other medical reasons. Such leaves are granted for up to four months, with the first twelve weeks of such leave governed by FMLA regulations. The City will consider requests for reasonable accommodations based on the employee's disability. Additionally, the City is committed to complying with State and Federal regulations governing pregnancy-related disabilities. This leave is for pregnancy disability only, not for time off to bond with a new child.
- (ii) The City reserves the right to integrate FM Leave with Pregnancy Disability Leave as appropriate. The employee may be entitled to CFR Leave for baby bonding purposes once she is released to return to work from her PD Leave.
- (iii) Whenever an employee learns that she will need a pregnancy-related disability leave, including time off for pre-natal care and pregnancy-related illnesses, she is to notify her immediate department head/supervisor or the City Manager as soon as possible, but not later than thirty days prior to the date of the expected leave of absence, or as soon as practical in emergency situations. Written certification from the treating physician or health care provider will be required for extended periods of leave and may be required for absences related to the pregnancy and pre-natal care.
- (iv) If requested by the employee, and recommended by the employee's health care provider, the employee's work assignment may be changed as required to protect the employee's health and that of her child. The City also reserves the right to transfer an employee to an alternative position when the employee's health care provider recommends a reduced work schedule due to planned medical treatment. All such transfers will be accommodated on a reasonable basis as long as they do not adversely affect the job and security rights of other City employees.
- (v) All time off for pregnancy-related medical appointments and illness, including morning sickness and childbirth, may be counted as part of the pregnancy disability leave time. As is required for all other medical leaves of absence, at least two days prior to returning from a PD Leave, the employee must provide the City Manager with a physician or health care provider's release to return to work.
- (vi) An employee who takes a PD Leave will be required to use any accrued sick leave and may use accrued vacation time. Seniority will accrue during periods of paid leave; ~~sick time and vacation do not accrue during unpaid leave~~

- (vii) Employees who return to work from a PD Leave at the end of the approved leave will be returned to the position held at the time the leave began or to a similar position, but has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee would have been laid off had she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the City's ability to operate safely and efficiently during the leave, and there are no equivalent positions available, the employee would not be entitled to reinstatement.
- (viii) An employee who does not return to work at the end of the four-month leave of absence has no guarantee of reinstatement. Employees who do not return from an approved leave may be eligible for health insurance continuation under COBRA.

C. Extended Sick Leave (Without Pay)

- (i) On written request of the employee, the City Manager may authorize extended sick leave *without pay* for up to six months. Additionally, the City Manager may authorized extended sick leave beyond family leave (i.e. when FM/CFR Leave has been exhausted), for up to an additional six months to allow the employee to recover from a personal illness or injury, as follows:
 - a. The employee must have used up all his/her accumulated leave;
 - b. The employee presents a certification from his/her physician or health care provider stating the time off is required and provides the estimated date of return; the City reserves the right to request a second opinion by a medical examiner of its choice, at its expense, regarding the employee's ability to return to his/her regular job duties.
 - c. The City will comply with state and federal regulations regarding reasonable accommodations for employees with disabilities.
 - d. Employees who do not return to work at the end of their approved leave will be considered to have voluntarily resigned their employment from the City.
 - e. The City cannot guarantee the employee's reinstatement to his/her permanent position, but will make reasonable accommodations where they do not pose an undue hardship on the City.
 - f. The City will not pay for the employee's health insurance benefits; however, the employee may be eligible to continue their health insurance benefits under COBRA.
 - g. The employee will not accrue vacation and sick leave hours.

D. Personal Leave Without Pay

- (i) The City Manager may approve Personal Leave Without Pay to Permanent Full Time employees who wish to take time off from work to fulfill personal obligations.
- (ii) As soon as an employee becomes aware of the need for Personal Leave Without Pay, he/she should request such leave from his/her department head/supervisor.

- (iii) Personal Leave Without Pay may be granted for a period of up to ten workdays each year. If the initial period of absence proves insufficient, consideration will be given to a single extension of no more than seven workdays. With the department head/supervisor approval, an employee may use any available vacation leave (not available sick leave) as part of the approved period of leave.
- (iv) Requests for Personal Leave Without Pay will be considered in light of anticipated work and staffing requirements during the proposed period of absence.
- (v) Subject to the terms, conditions, and limitations of the applicable plans, the City will continue to provide health insurance benefits for the full period of the approved Personal Leave Without Pay.
- (vi) When Personal Leave Without Pay ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, the City cannot guarantee reinstatement in all cases.
- (vii) If an employee fails to report to work promptly at the expiration of the approved Personal Leave Without Pay period, the City will assume the employee has resigned.
- (viii) The employee will not accrue any vacation or sick leave during the period of Personal Leave Without Pay.

E. Family School Partnership Act

An employee who is the parent or guardian of a child K-12th grade may be permitted up to forty hours of time off per year to participate in school activities. Employees are limited to no more than eight hours off for this purpose in any calendar month. Additionally, employees who are the parent or guardian of a child who has been suspended from school will be permitted time off if requested to appear at the school in connection with that suspension. When time off is taken for these purposes, employees will be required to use any accrued vacation (not sick time); otherwise all time off will be without pay.

F. Domestic Violence Unpaid Leave

Employees who are the victim of domestic violence will be permitted to take unpaid time off as needed to help ensure their own health, safety and welfare, as well as that of their child. Victims of domestic violence must provide reasonable advance notice, when possible, regarding their needs to take time off to get a restraining order, seek court assistance, seek medical attention for injuries, obtain services from a domestic violence shelter or program, obtain psychological counseling, participate in safety planning or other similar activities related to domestic violence. An employee who takes such time off may use vacation or sick time off for this purpose. Leave for this purpose will be handled in accordance with the FM/CFRA Leave policy and procedure.

37. ADMINISTRATIVE LEAVE

The City Manager may grant up to 80 hours of administrative leave per fiscal year to exempt employees. Unused Administrative Leave at the end of each fiscal year will be converted to vacation hours.

38. JURY DUTY

- A. The City encourages employees to fulfill their civic responsibilities by serving on juries when required. Permanent Full Time and Permanent Part Time employees will be paid for jury duty calculated on the employee's base pay rate times the number of hours missed from work because of jury duty.
- B. Such employees must show their jury duty summons to their department head/supervisor as soon as possible so that arrangements can be made to accommodate their absence. Employees are expected to report for work whenever the court schedule permits.
- C. Either the City or the employee may request an excuse from jury duty if the employee's absence would create serious operational difficulties.
- D. The City will continue to provide health insurance benefits for the full term of the jury duty absence; and vacation, sick leave, and holiday benefits will accrue during the jury duty leave.
- E. Employees receiving jury service fees shall remit such fees to the Finance Department in order to be considered "at work" for payroll purposes during the time spent serving on the jury. The employee is entitled to retain any mileage or parking allowance paid by the court.

39. WITNESS DUTY

- A. The City encourages employees to appear in court for witness duty when subpoenaed to do so.
- B. Permanent Full Time and Permanent Part Time employees subpoenaed as witnesses by the City or by third parties for events that they witnessed within the scope and course of their employment with the City, shall receive their regular pay for the period they are required to be away from work.
- C. All employees subpoenaed as witnesses to appear in court in other situations shall not be entitled to receive pay from the City.
- D. The subpoena should be shown to the employee's department head/supervisor immediately after it is received so that the City's operating requirements can be adjusted to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

40. VOTING TIME

Employees who are unable to vote during non-work hours may arrange in advance to take up to (2) hours off from work with pay to vote in a public election. In order to qualify, employees may obtain advance approval from their department head/supervisor.

41. BENEFITS CONTINUATION (COBRA)

- A. The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives eligible employees and their qualified beneficiaries the opportunity to continue health insurance coverage under a City health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are termination of employment, death of an employee, reduction in an