

**RESOLUTION NO. 6190**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CARPINTERIA APPROVING AND ADOPTING THE MEMORANDUM OF  
UNDERSTANDING (MOU) FOR FISCAL YEARS 2022-23 – 2026-27  
BETWEEN THE CITY OF CARPINTERIA AND SERVICE EMPLOYEES  
INTERNATIONAL UNION (SEIU) LOCAL 620, REPRESENTING  
EMPLOYEES IN THE GENERAL SERVICE, PUBLIC WORKS AND  
PARKS, RECREATION AND PUBLIC FACILITIES BARGAINING UNIT**

**WHEREAS**, pursuant to Government Code Section 3500 et seq., the duly authorized representatives of the City of Carpinteria and the SEIU Local 620 representing employees in the City's General Service, Public Works, and Parks, Recreation and Public Facilities Bargaining Units have met and conferred in good faith within the meaning of the Meyers-Milias-Brown Act concerning issues of wages and terms and conditions of employment and have agreed to the MOU as attached hereto and hereby incorporated in its entirety; and

**WHEREAS**, said MOU has been recommended to the City Council for approval for a five-year period beginning July 1, 2022 and ending June 30, 2027.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

**SECTION 1.** The MOU between the City of Carpinteria and SEIU Local 620, representing employees in the General Service, Public Works, and Parks, Recreation and Public Facilities Bargaining Units of said City for five-year period, attached hereto as Exhibit A effective July 1, 2022, is hereby approved and implemented by the City Manager is authorized, and

**RESOLVED FURTHER**, that said MOU shall be retroactive to July 1, 2022, unless otherwise specifically provided in said memorandum and will remain in effect through June 30, 2027.

**PASSED, APPROVED AND ADOPTED** on 23<sup>rd</sup> day of January, 2023, by the following vote:

AYES: COUNCILMEMBER(S): Lee, Nomura, Solorzano, Alarcon, Clark

NOES: COUNCILMEMBER(S): None

ABSENT: COUNCILMEMBER(S): None

ABSTAIN: COUNCILMEMBER(S): None



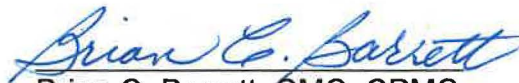
Mayor, City of Carpinteria

ATTEST:



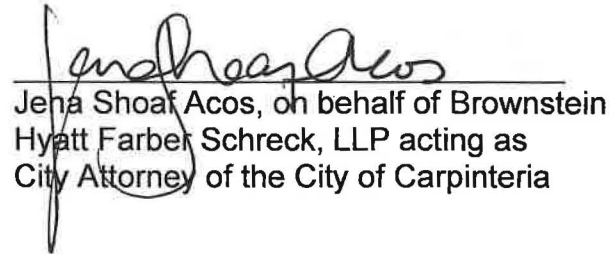
Brian C. Barrett, CMC, CPMC  
City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on the 23<sup>rd</sup> day of January, 2023.



Brian C. Barrett, CMC, CPMC  
City Clerk, City of Carpinteria

APPROVED AS TO FORM:



Jena Shoaf Acos, on behalf of Brownstein  
Hyatt Farber Schreck, LLP acting as  
City Attorney of the City of Carpinteria



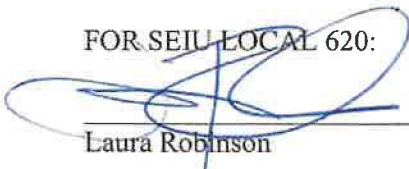
**EXHIBIT A TO RESOLUTION NO. 6190**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF CARPINTERIA AND  
THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 620  
REPRESENTING THE CITY OF CARPINTERIA GENERAL SERVICES  
BARGAINING UNIT AND PUBLIC WORKS BARGAINING UNIT**

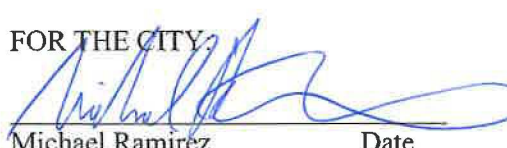
This Memorandum of Understanding signed on the date indicated below is entered into as of January 23, 2023, between the City of Carpinteria, hereinafter referred to as the "City" and the Service Employees International Union (SEIU) Local 620 representing the City of Carpinteria General Services Bargaining Unit and the Public Works Bargaining Unit, hereinafter referred to as the "Affected Employees".


Pursuant to Section 3500 *et seq.* of the California Government Code, the duly authorized representatives of the City and the Affected Employees having met and conferred in good faith concerning the issue of wages, hours and terms and conditions of employment as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding, subject to the approval of the Carpinteria City Council.

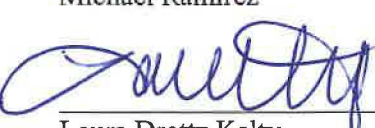
FOR SEIU LOCAL 620:

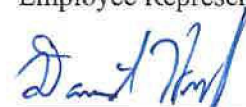
 2/13/23  
\_\_\_\_\_  
Laura Robinson Date

FOR THE CITY:

 2/13/23  
\_\_\_\_\_  
Michael Ramirez Date

 2/13/23  
\_\_\_\_\_  
Lorena Esparza Date  
Employee Representative

 2/13/23  
\_\_\_\_\_  
Laura Drottz Kalty Date  
Liebert Cassidy Whitmore

 2/13/23  
\_\_\_\_\_  
David Huff Date  
Employee Representative

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF CARPINTERIA AND  
THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 620  
REPRESENTING THE GENERAL SERVICES BARGAINING UNIT  
AND THE PUBLIC WORKS BARGAINING UNIT  
FISCAL YEAR 2022-2027**

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## **SECTION A - GENERAL PROVISIONS**

### **1. PURPOSE**

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith meeting and conferring regarding the wages, hours, and other terms and conditions of employment covered by this Memorandum.

### **2. RECOGNITION**

Pursuant to the provisions of the personnel rules of the City and applicable State Law, the Service Employees International Union (SEIU) Local 620 is recognized as the exclusive representative of the City employees in the General Services and Public Works bargaining units. The units shall exclude managers, supervisors, confidential employees, and part-time, temporary, seasonal and contract employees, and shall refer only to regular employees in the unit as listed in Appendix "A".

### **3. NOTICE**

For purposes of giving notice herein, the following shall be a place for notices to be given to the respective parties herein:

#### **FOR THE CITY:**

Dave Durlinger, City Manager  
Michael Ramirez, Assistant City Manager  
City of Carpinteria  
5775 Carpinteria Avenue  
Carpinteria, California 93013

#### **FOR THE AFFECTED EMPLOYEES:**

Laura Robinson  
Darryl Scheck  
Field Representative  
SEIU Local 620  
350 So. Hope Avenue # A/103  
Santa Barbara, CA 93105

Lorena Esparza  
David Huff  
  
City of Carpinteria  
5775 Carpinteria Avenue  
Carpinteria, CA 93013

*SEIU Memorandum of Understanding*  
*July 1, 2022 - June 30, 2027*

The place for giving written notices herein may be changed by any party as to itself by giving notice of the same provided herein. Any notice shall be deemed given two (2) days after mailing the same in the City of Carpinteria or upon personal delivery of the same.

The place for giving written notices herein may be changed by any party as to itself by giving notice of the same provided herein. Any notice shall be deemed given two (2) days after mailing the same in the City of Carpinteria or upon personal delivery of the same.

**4. TERM**

A. The term of this Memorandum of Understanding shall be for the period effective from 12:01 AM July 1, 2022, unless otherwise specifically provided, to and including 12:00 PM midnight June 30, 2027, provided, however, that this understanding shall continue without change until modified or amended following appropriate meet and confer between the City and Affected Employees.

B. The parties agree that, for the term of this Memorandum, each party waives the right and each agrees that the other party shall not be obligated to meet and confer with respect to any other subject or matter pertaining to or covered by this agreement, except as to meeting and conferring over the renewal, or continuation of this Memorandum or new issues not previously discussed or as otherwise provided herein. However, this does not preclude informal meeting to clarify issues covered by this Memorandum of Understanding during the term of this Memorandum of Understanding.

C. The parties agree that meeting and conferring over the renewal or continuation of this Memorandum shall be initiated at the request of either party given not more than ninety (90) days, but not less than forty-five (45) days prior to the expiration of this Memorandum. If either party makes such request, meeting and conferring shall commence within a reasonable period after such a request is delivered to the other party.

If such request is not given as provided for herein, this Memorandum will remain in full force and effect from year to year thereafter unless either party provides a written request to meet and confer not more than ninety (90) days, but not less than forty-five (45) days prior to June 30 of each subsequent year.

D. As to the current Agreement, the parties previously agreed that the City would complete a Classification Study and Total Compensation Survey ("Survey"), which is still pending completion. No more than 30 calendar days after completion of the Survey, the parties agree to commence negotiations for a successor MOU. The City agrees to provide a copy of the Survey to the Union upon completion.

**5. MAINTENANCE OF BENEFITS**

A. The parties agree that all benefits, wages and working conditions as expressly provided by ordinance, resolution, and state and federal law, which are in existence at the commencement of this memorandum, shall not be changed, diminished, lessened or reduced for the duration of this Memorandum except as otherwise required by law and/or provided herein.

B. All employee benefits are pro-rated if employment with the City starts after July 1 or ends before June 30 of any fiscal year.

**6. MANAGEMENT RIGHTS**

A. The parties agree that the City has an exclusive right to manage and direct the performance of services and the work force performing such services unless the City has specifically delegated, abridged or modified any such rights in this Memorandum.

Such rights shall include but not be limited to the sole right to determine the organizational structure of the City, establish levels and types of services to be provided, determine the methods, means, and number of personnel by which operations are to be conducted, including sole authority to contract or subcontract for municipal services and to exercise complete control and discretion over technology for performing the City's work as outlined in the City's policy on Public Employee Personal Use of Telecommunication Equipment, Electronic Mail, Voice-Mail and other computer systems. (Attached hereto as Appendix B).

B. The City retains complete authority over the policies and direction and administration of all City Departments including but not limited to standards and methods of selection for employment; promotion and performance evaluation; disciplinary action; relief of employees from duty because of lack of work or other legitimate reasons; maintenance of the efficiency of government operations; establishment of the work week and work schedules; and determination of the content of job classifications consistent with applicable laws and with due regard for the provisions of this Memorandum.

**7. PERSONNEL RULES**

The parties agree that the City intends to continue to review and develop revised personnel rules, regulations, impasse and grievance procedures, employee handbook, job classifications and job descriptions.

The parties further agree that the adoption of certain provisions of such rules, regulations, procedures, job classifications and descriptions are subject to meet and confer requirements as required by law.

**8. DUES CHECK-OFF**

The City shall deduct dues for the majority representative for the affected employees from the paychecks of those members of such organization that submit deduction authorization forms in writing to the City. The City will transmit said moneys to such organization not less than monthly.

**9. BULLETIN BOARDS**

The City agrees to maintain an official bulletin board for the purpose of keeping all employees advised of matters of official and/or informational nature. The recognized employee organization is authorized space to establish an appropriate organization bulletin board, subject to the approval of the City Manager. It is the individual employee's responsibility to be aware of items so posted and such posting for 72 hours shall be deemed to mean that all employees have been properly notified.

**10. EMPLOYEE LOUNGES**

The City agrees to cooperate with the recognized employee organizations of the City in providing a location for a soft drink and/or coffee machine, which machine(s) shall be obtained and paid for by the recognized employee associations. In addition, the City shall provide and maintain in good working order, a break room in the Public Works building. Clean-up and minor maintenance schedules shall include all employees within said unit.

**11. OPTIONAL PROGRAMS**

The City agrees to cooperate with the Affected Employees to continue an employee credit union or payroll savings plan, provided that the minimum number of employees required by the plan agree to participate therein. Payroll deduction for optional programs shall be subject to the physical limitations of the City's payroll system. The City assumes no liability for any optional programs agreed on by the employees.

**12. ISSUES FOR FUTURE DISCUSSION**

The parties agree to meet and confer during the term of this Memorandum on any issue subject to meet and confer that may come forth and is not otherwise covered in this memorandum.

**13. DRESS CODE**

A. All employees shall observe professional standards of dress and decorum considered suitable for general public contact based on current social standards as interpreted by the City Manager.

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*July 1, 2022 - June 30, 2027*

B. While on duty all Public Works employees shall wear official City-issued uniforms. Field uniforms are not to be worn off duty. If a uniform is worn going to or from work, in order to not give the appearance of an employee being on duty when he/she is officially off duty, the City's uniform insignia must not be visible on public service uniforms.

C. It is agreed that employees recognize and will comply with standards of dress consistent with the positive representation of the City government through its employees. No dress codes other than the above standard are to be established in the various departments other than those which are related to uniform requirements and safety policies established by the City.

**14. EQUAL EMPLOYMENT OPPORTUNITIES**

A. The City and the majority representative agree that the provisions of this Memorandum shall be applied equally to all employees covered herein without favor or discrimination because of race, creed, color, sex, pregnancy (including childbirth, breastfeeding and/or related medical conditions), sexual orientation, age, national origin, religion, political or religious affiliations, organization membership, marital status, ancestry, military or veteran status, medical condition (genetic characteristics, cancer or a record or history of cancer), gender, gender identity, or gender expression, genetic information, or any other classification protected by state, federal or local law. The City will not discriminate against a qualified individual with physical or mental disability with regard to employment.

B. The City and the majority representative agree to commit themselves to the goal of equal employment opportunity in all City services and, further, the representative organization agrees to encourage its members to assist in the implementation of the City's Equal Employment Opportunity commitment.

**15 TRANSLATING SKILLS**

A. Any employee who the City Manager determines is required on a regular and frequent basis to translate/interpret shall be paid for translating/interpreting skills in the amount of \$50.00 biweekly (Level I). Any employee, who is required, on a daily basis, to translate/interpret shall be paid \$95.00 biweekly (Level II).

B. Translating responsibilities shall not be required as terms of employment.

C. Before receiving bilingual pay, an employee shall be certified by the City as possessing the skills necessary to communicate effectively with the public in English and a second language for the purpose of conducting City business.

1. Level I — Written and/or Conversational Bilingual. Employees proficient in a second language at an advanced level must meet the following criteria:

- a. The employee must pass the bilingual competency test administered by the City, and
  - b. The employee shall provide basic oral translations as part of their regular job duties.
2. Level II — Bilingual Translators. Employees who pass a skills-based test administered by the City to demonstrate advanced plus competency in written translation and oral interpretation.

The employee shall provide oral communication and translation, as well as written translations, as part of their regular job duties.

## **16. NO STRIKE OR LOCKOUT**

A. The City and the Union agree that during the term of this Memorandum the City will not lock-out employees and the representative organization will not engage in labor practices detrimental to providing services to the citizens of Carpinteria or detrimental to the interest of the City; nor will the representative organization engage in, support, condone, approve, or engage in any strike, sick-in, slow-down, work stoppage, or speed-up.

B. The City and the Union further agree that all matters of controversy coming within the scope of this Memorandum will be settled by established grievance procedures. The representative organization acknowledges that violation of the above shall be just cause for disciplinary action, including termination.

## **17. EMPLOYEE TRAINING/TRAVEL**

A. The parties recognize that training programs and the advancement of employee skills are matters of great importance and interest to the City, the representative organization and the employees covered by this Memorandum. However, the City shall retain the right to determine what training is recommended for the employee to improve his or her performance on the job and to make such training a condition of employment. Such training may include requests by Department Heads for additional training of current employees, subject to the approval of the City Manager or his/her designee.

The parties agree that employees will be trained in the use of fire prevention equipment and that a fire evacuation plan will be developed and reviewed within each department for each major City facility.

B. The City and the Union agree that all direct costs for all training or instruction recommended by the City shall be paid for by the City, and any overtime will be calculated and paid consistent with the requirements of the Fair Labor Standards Act.

***SEIU Memorandum of Understanding  
July 1, 2022 - June 30, 2027***

C. To the extent funding is available, the City shall provide for tuition and textbook reimbursement for regular full-time employees represented by the Union up to a maximum of \$200 per fiscal year.

Only educational course work recommended by the City and/or directly related to the affected employee's position with the City will be considered for reimbursement. Only costs for the books required for approved courses shall be deemed reimbursable. All application for reimbursement shall be approved by the City Manager or his/her designee prior to enrollment in the coursework. Reimbursement will be made upon written proof that the employee received a final grade of B or better or, in the case of a non-grade course received a Pass or Satisfactory final grade.

D. Meeting, travel and/or training expenses will be paid and/or reimbursed with prior authorization by the City Manager or his/her designee as described above and in conformance with the City's Travel and Expense Reimbursement Policy.

**18. VALIDITY**

If any provision of the Memorandum of Understanding shall be held invalid by a court of competent jurisdiction, the remainder of this Memorandum of Understanding shall remain in full force and effect and the parties hereto shall enter into a meet and confer process for the purpose of arriving at a mutually satisfactory replacement, if any, for any such invalidated provision.

**19. REASONABLE TIME OFF TO MEET AND CONFER**

A. The formally recognized employee organization may select not more than one employee member from the General Service Unit and not more than one employee member from the Public Works Unit to attend scheduled meetings with the City Manager or other management officials on the subjects within the scope of representation. Where circumstances warrant, the City Manager may approve the attendance at such meetings by additional employee representatives and may allow the attendance of all such representatives with or without loss of compensation. The employee organization shall, whenever practicable, submit the names of all such employee representatives to the City Manager at least two working days in advance of such meetings. Provided, further:

1. That no employee representatives shall leave his or her duty or work station or assignment without specific approval of the department head or other authorized City management official.

2. That any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules and at times mutually convenient to the City and the employee representatives.

B. Nothing provided herein shall limit or restrict City management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances and with the agreement of SEIU Local 620.



C. General membership meetings shall not be held during normal working hours without 48 hour notice and approval of the City Manager.

## **20. ACCESS TO WORK LOCATIONS**

A. Reasonable access to employee work locations shall be granted officers of recognized employee organizations and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation.

Such officers or representatives shall not enter any work location without the specific prior approval of the City Manager or Municipal Employee Relations Officer. Access shall be restricted so as not to interfere with normal operations of the department or with established safety or security requirements.

B. Solicitation of membership and activities concerned with the internal management of the employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours. Lunch hour and scheduled breaks are not to be considered working hours.

## **21. USE OF CITY FACILITIES**

Employee organizations may, with the prior approval of the Municipal Employee Relations Officer, be granted the use of City facilities for meetings of City employees provided space is available, and provided further that such meetings are not used for organizational activities or membership drives of City employees. All such requests shall be in writing and shall state the purpose or purposes of the meeting.

## **22. OFFICERS AND GRIEVANCE PROCESSING**

A. Purpose

1. To promote employee morale and productivity by establishing a forum for resolving problems in the workplace by communication between employer and employee.
2. To provide a just and equitable method for resolution of grievances.
3. To afford employees, through their recognized employee organization, a systematic means of obtaining further consideration of problems after every reasonable effort through discussions has failed to resolve them.
4. To provide that grievances shall be settled as nearly as possible to the point of origin and shall be as informal as possible.

**B. Grievance Defined**

1. Grievance shall be defined as a claim by an employee or group of employees adversely affected by an alleged violation, misinterpretation or misapplication of department-wide policy or practice or City rules, regulations, resolutions, ordinances, or memoranda of understanding applicable to the employee, except as follows: Appeals of disciplinary actions of demotion, suspension, dismissal or probationary terminations.
2. The Union recognizes management's right to establish policies governing the operation of City departments. However, allegations also subject to the grievance procedure are those in which the complaint concerns an inconsistent application of policy where the inconsistency results in a denial of the employee's rights under those policies defined in "A" above.

**C. Initiation of Grievance**

No act or activity which may be grievable may be considered for resolution unless a grievance is filed in accordance with the procedure contained herein within twenty (20) working days of the date the alleged activity/violation occurred or the date the employee became aware such activity/violation occurred.

In no event shall any grievance be accepted for consideration more than 6 months from the action or incident claimed as its basis regardless of the date of discovery. If the grievance is not presented within the time limitation herein provided, it shall be deemed not to exist.

**D. Grievance Processing**

The City agrees that SEIU Local 620 may designate a steward or officer for the purpose of investigating and/or processing grievances. Upon the request of any employee within the represented unit, the official steward or officer shall conduct and/or assist in the investigation, preparation and processing of grievances.

Prior to engaging in grievance handling, the steward or officer of the organization shall notify his or her immediate supervisor of a request for assistance no later than five days prior to the requested time. The supervisor shall approve time for grievance processing during the scheduled work day hours prior to the steward or officer beginning the investigation, preparation and processing of grievances.

Both SEIU Local 620 and management agree to mutually cooperate in expediting the grievance handling process. The employee and the steward or officer shall be afforded reasonable grievance handling time to jointly handle the grievance. The parties further agree that every effort will be made to resolve grievances in an informal and timely manner as the first step in this process.

*SEIU Memorandum of Understanding*  
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E. Procedure

Step One

Any employee who has a grievance shall first try to settle it through discussion with their immediate supervisor without undue delay.

Every effort shall be made to find an acceptable solution at the lowest possible level of supervision. The supervisor has seven (7) working days to respond to the grievant. Any grievance settled at this step shall be subject to the review and confirmation of the respective department head before the settlement may become effective. Such review will occur within seven (7) working days or the grievance shall automatically be moved to Step 2. In the event the department head does not confirm the settlement, the grievant may initiate Step 2 of this procedure.

Step Two

If a grievance is not settled in Step 1 or no response was forwarded to the grievant, he/she may file a formal grievance in writing to their Department Head within ten (10) working days after receiving the informal decision from their immediate supervisor or when decision was due. The grievant must submit his/her grievance in writing and must also explicitly specify the policy or the particular section of the MOU, rule, resolution, or ordinance the violation of which is being alleged as the basis for the grievance. The remedy requested must also be specified. No modifications in the violation being alleged shall be made subsequent to filing unless mutually agreed to by both the City and the grievant.

The Department Head, after receiving the formal grievance, has ten (10) working days to render a decision in writing.

Step Three

If the grievance is not settled or an answer not forthcoming in Step 2, the grievant and/or Union Representative may appeal, in writing, within seven (7) working days from the expiration of the time limit for such decision under Step 2 or within seven (7) working days from the receipt of the decision of the department head to the City Manager.

Within ten (10) working days from receipt of appeal, the City Manager, or designated representative, shall deliver a written decision to the grievant and the Union Representative.

Step Four

If the grievance is not settled or disposed of at Step 3, the grievant may request the services of a mediator from the State Mediation and Conciliation Service.

Both the Union and the City agree that the grievance will be settled through mediation and both parties will agree to abide by the decisions made in the mediation process.

Under no circumstances will grievances of any kind for any reason proceed beyond the mediation process.

## **SECTION B - WAGES, INSURANCE AND OTHER BENEFITS**

### **23. BASE WAGE ADJUSTMENT**

- A. Employee performance evaluations shall be completed no later than July 30<sup>th</sup> of the affected fiscal year.
- B. All changes in compensation, including merit increases, promotion, or similar compensation shall take effect on the first day of the pay period starting after the date such increase is scheduled.
- C. Upon promotion, the salary step for any employee shall be at the next higher salary step in the salary range of the new classification which provides for at least a 5% salary increase over current base salary. Provided, however, that the City shall not be required to pay a salary in excess of the salary range authorized for the highest salary step.
- D. Effective July 1, 2020, employees will be eligible for an additional step increase of 5% upon meeting the following criteria: 1) Employee has been employed by the City for ten (10) consecutive years.
- E. An employee within the competitive service who performs satisfactorily as indicated on the performance evaluation will be eligible to receive a step increase upon completion of six months of employment, and be eligible thereafter to be considered for an annual step increase based on a satisfactory performance evaluation. For an employee who performs satisfactorily as indicated on the performance evaluation, the step increase will be effective the first day of the next pay period following July 30.
- F. Effective January 21, 2023, employees shall receive a 5% base wage adjustment (see, Salary Schedule).
- G. Effective following approval and adoption of this Agreement, employees will receive a one-time, non-pensionable \$2,500 payment.
- H. Effective the first full pay period of July for each year of this Agreement (2023, 2024, 2025 and 2026), employees shall have a cost of living adjustment based on CPI, Los Angeles-Long Beach-Anaheim, with a minimum increase of 2.5% and a maximum increase of 5%.

- I. During the term of this Agreement, should any unit (management, miscellaneous, and/or unrepresented employees; does not include the City Manager's contract) within the City be granted an economic enhancement to their healthcare benefit, cost of living/salary, receive a lump sum cash payment, or secure additional paid time off, SEIU employees shall be entitled to an economically comparable enhancement. This Me Too language does not include any equity or market adjustments specifically designed to bring classifications up to current market value. However, if during the term of this Agreement, the City commences any further market study to review classifications for inequities, SEIU classifications shall also be reviewed and the City agrees to meet and confer with SEIU as to the results and potential implementation of any further study.

## **24. OVERTIME RECORDS**

Employees shall accurately report all overtime hours actually worked on their biweekly timesheet. The Finance office shall convert all reported overtime hours worked to time and one-half, and record such converted hours to the credit of the affected employee. All overtime must be authorized in advance (unless in emergency) by the affected employee's department head.

## **25. OVERTIME COMPENSATION**

The affected employee shall be compensated for overtime hours as follows:

1. Timesheets determine actual hours worked by calculating the elapsed time between clock in times and clock out times in nearest quarter hour increments. See Section 44.C (Reporting Hours Worked).
2. PTO, holiday, compensatory time off and other time not actually worked are not counted as hours worked for overtime purposes.
3. Hours worked in excess of the employee's regularly scheduled hours in any one work day (12 midnight to 12 midnight) or in excess of the employees total regularly scheduled hours in any work week (Saturday through Friday) are recorded as overtime hours worked. Hours worked that are in excess of both the employee's regularly scheduled hours in the work day and the work week are not considered as separate incidents of overtime worked.
4. Hours worked on a day that has no scheduled hours (usually weekend days or holidays) are recorded as overtime hours worked with a two-hour minimum.
5. At the end of each two week pay period, total overtime hours worked are accumulated. Hours worked in excess of the employee's total regularly scheduled hours in any work week are categorized as overtime hours.
6. Overtime hours are multiplied by 1.5 times the regular rate of pay and the resulting hours are added to the employee's overtime bank.
7. Hours in an overtime bank in excess of 100 at the end of a payroll cycle will be paid in the subsequent payroll at the employee's regular base pay hourly rate then in effect and the paid hours deducted from the overtime bank.

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8. At the employee's choice, overtime hours recorded on an employee's timesheet may be either (a) paid or (b) accrued to the employee's overtime bank to be used as compensatory time off or paid at a later time as provided in this section. Employees must specify in writing on their timesheet which one of these two options is chosen. If the employee does not specify how the overtime hours should be treated, the default option is to be paid for the hours.
9. If an employee elects and is approved to use some or all of the employee's accrued overtime bank as compensatory time off, the amount taken as compensatory time off shall be deducted from the employee's overtime bank on an hour-for-hour basis.
10. No overtime shall be worked without department head approval in advance in writing. However, such approval shall be given in any case in which the affected employee worked such overtime at the direction of a supervisor. No overtime shall be authorized or worked for the convenience of the employee (i.e. voluntary shift trading, etc.).
11. Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location.
12. During the month of December, an employee may elect to convert accumulated overtime hours accrued in their overtime bank and receive either a cash buy-out of a portion or all of such accumulated accrued time in their overtime bank, or contribute the value of the cash buy-out to their existing 457 plan up to the legally allowed maximum and with proper notice. An employee must make an irrevocable election (i.e., pre-designation) in December, specifying the total number of hours to be cashed-out. During the calendar year following the pre-designation, an employee may choose increments of pre-designated overtime hours to cash-out in April, July and December. If no cash-out occurs during the year and/or any remaining balance of the pre-designated amount will be cashed out in December. If the employee does not have the accumulated overtime hours available to satisfy the amount pre-designated for cash-out, the employee will be precluded from making an irrevocable election and cashing out for the following calendar year. Such payments will be paid at the employee's regular rate of pay.
13. When employment with the City terminates the City shall make a cash payment for the employee's accumulated unused overtime bank time on the books at the employee's regular base pay hourly rate then in effect.

**26. HOLIDAY PAY**

- A. Unless otherwise provided herein, a regular employee not working on a holiday will receive one day's pay at his or her normal straight time rate, exclusive of shift or temporary or relief supervisory differentials. Said holiday pay shall not be paid if the employee is not in a pay status the last normal working day before a holiday or the first normal working day after such holiday. See Section 51 for definition of pay status.

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- B. An employee who is scheduled to work on a holiday but fails to report for work and fails to notify the City or provide evidence of an emergency is unexcused and will not receive payment for the holiday.
- C. If a holiday falls on a normal workday which is during an approved leave, at the employee's option the employee will not be charged for a leave day the day of the holiday, or may be given an additional day at the beginning or end of his/her leave. Holidays which fall on normal working days within an unpaid leave of absence, will not be counted as workdays and will not be recognized for pay purposes.
- D. Employees who are required to work on holidays will receive, in addition to the holiday pay provided for in this section, a minimum three (3) hours straight time pay for hours worked and time and one-half for hours worked beyond 8 hours or a normal shift, whichever is appropriate.
- E. On each of the holidays or non-working days on which flags are displayed and in the event that a Public Works employee is required to report to work for the purpose of putting up and taking down street flags, a total of four (4) such overtime hours shall be allocated for this assignment.

**27. CALL BACK PAY**

- A. Any affected employee called out to work after his/her normal working hours shall receive a minimum of two (2) hours cash compensation at the rate paid for overtime work. In such cases all work in excess of the two (2) hour minimum shall be compensated at the applicable overtime rate. The overtime rate shall be based on the employee's base hourly rate. Call-back shall be defined as being called out to work outside one's normal working hours by the Sheriff's Department, City Manager, Department Head or Public Works Supervisor on an unscheduled basis.

An employee should not respond to a call-back if any alcoholic beverage has been consumed or a medication taken that might impair his/her ability to perform the duties required.

- B. All affected employees who are required and/or authorized to attend an authorized meeting which starts after the established work day shall be credited for a minimum of two (2) hours overtime. For all time in excess of two (2) hours, normal overtime policies shall be in effect.
- C. In the event a call-out exceeds two (2) hours in actual time for a Public Works employee, the time reported for payroll purposes only shall begin with ten (10) minutes prior to the employee reporting for work and end ten (10) minutes after the time the employee leaves work to return home.
- D. Employees in off-duty status will not be required to respond to call-back. The exception being when a state of emergency has been declared by the City Manager.



- E. The normal call-back pay requirement, which would require a minimum of two hours of pay for the second reporting in a single day, would not apply when public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities or sewer system.

**28. MOVE-UP PAY**

- A. In the event any affected employee is required to work more than five (5) working days in succession in a classification higher than that for which he/she is being compensated, in an unforeseen situation, such employee shall receive ten percent (10%) increase over his/her normal compensation, or the rate of compensation of the position filled, whichever is less, for the time over five days when such employee works in the higher classification.

In the event of planned assignment due to vacation or other cause known in advance, such move-up pay shall be paid for all time worked if such work exceeds five successive working days, including the first five days worked.

- B. For the purposes of this memorandum, base compensation is defined as the base salary paid to the employee without additions for overtime, medical insurance, longevity, expense or other benefits. If any affected employee is requested to work in a higher class for a cumulative total of ten (10) days, not including vacations and/or days off due to flexible work schedule, during any fiscal year, such employee shall then be paid at the increased rate for all such days worked.
- C. The employee appointed to work in a Move-Up Assignment must be capable of handling the major duties of the higher level classification without any more supervision than an employee who regularly works in the higher classification. Move-Up Pay does not apply to the performance of certain portions or duties of the higher position.

**29. WITNESS AND JURY DUTY PAY**

Required court time for off-duty regular full-time City employees shall be treated as overtime, with the minimum time being two (2) hours for any one day. This section shall not apply to any on-duty employees. This section shall apply only in court cases dealing with the scope of employment and shall not apply in cases of a personal or non-job related court action.

Every classified employee of the City who is called or required to serve as a trial juror shall be entitled to absent himself or herself from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. Said employee shall continue to receive his/her full compensation from the City while serving on such jury duty, but shall reimburse the City the amount of daily per diem fees (exclusive of travel expenses) paid to such employee while acting as a juror.

**30. STANDBY PAY**

Only the City Manager or Acting City Manager may order standby status. When on standby status, an employee shall be required to be on call during normal time off, accessible by telephone or other agreed upon electronic device and available to report to work immediately.

The City agrees to pay two hours of straight time pay, or the employee may elect to take two hours compensatory time, per twenty-four (24) hour period or portion thereof in excess of four (4) hours when any Public Works employee is required to be on call on a standby basis at home during normal time off. This does not include informal alerts or requests to keep the City Manager or Acting City Manager advised of whereabouts during possible emergencies.

An employee on standby status must be in physical condition to adequately perform his/her duties and must not have consumed any alcoholic beverage or taken medication or other substance that might, in any way, hinder performance of his/her duties.

**31. PAID REST AND RECOVERY TIME PAY**

An employee who is required to work after 8:00 p.m., and is scheduled to work the following day, that employee may report to work two hours later the following day. The employee will be paid their regular wage for the two hours the employee did not report to work.

**32. WORKERS' COMPENSATION INSURANCE**

The City participates in the Workers' Compensation Insurance Program through the California Joint Powers Insurance Authority. The City agrees not to lower the benefits provided by the California Joint Powers Insurance Authority without first notifying the affected employee associations and meeting and conferring on the same.

**33. WORKERS' COMPENSATION, DISABILITY INSURANCE  
AND FICA MEDICARE TAX BENEFITS**

- A. When an employee is injured on duty arising out of and in the course of employment (which shall not be construed as an employee's normal commute to and from work), such employee shall receive benefits and incur obligations as follows:

- For a period not to exceed six months, commencing with the first day following such injury, while the employee is totally disabled from industrial injury and on accepted worker's compensation status, such employee shall be compensated with an amount equal to such employee's base wages at the time of such disability, less the aggregate of (a) Any Workers' Compensation payments, and (b) Any other disability payments made to such employee. Such payment shall be limited to said six month period, or until such employee is retired on permanent disability or terminated from the City's employment, whichever comes first.
  - An employee shall be entitled to benefits at the normal rate if the employee is on accepted workers' compensation status and in a pay status as defined above for up to six months.
  - The Workers' Compensation Carrier and/or the City reserves the right to subrogate if a claim is filed by an employee against a third party.
- B. The City has instituted the State Disability Insurance Program (SDI), at employee expense, to provide coverage for non-industrial injuries. In addition to coverage under the State Disability Insurance Program, the City will provide eligible full-time employees with additional short-term disability coverage to integrate with SDI for a weekly benefit of 60% of covered earnings and a long-term disability program to provide a monthly benefit of 66 2/3% of covered earnings, such coverage to be added at City expense.
- C. All employees are subject to the FICA Medicare taxes in accordance with Federal regulations and shall have the employee share of said Medicare Tax deducted from their paycheck.

#### **34. DEATH BENEFIT**

The City shall pay a death benefit directly to the spouse or other beneficiary designated in writing by any affected employee prior to such employee's death (or in the event that no such beneficiary is so designated, to such employee's legal heirs) in the amount of One Thousand Dollars (\$1,000) in a single lump sum cash payment within seventy-two hours of the death of any affected employee as the result of any industrial injury or illness, as defined by U. S. Department of Labor Instructions for OSHA No. 200 sustained by such employee while on duty within the course and scope of his or her employment with the City.

#### **35. RETIREMENT PROGRAM**

- A. The City shall continue to participate in the California Public Employees Retirement System (CalPERS). Under CalPERS, the City provides the 2%@55 Miscellaneous Plan formula for all employees who are "classic members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA). Classic employees are currently defined as those who were enrolled in CalPERS as of

December 31, 2012. For all “new members” as defined by PEPRA, the City provides the 2%@62 formula. New members are currently defined as employees not previously enrolled in CalPERS as of January 1, 2013 (and not meeting certain exceptions provided under PEPRA). Employees of the City who are hired on or after January 1, 2013 who classified as new members under PEPRA are subject to the other CalPERS terms and conditions set forth in PEPRA.

- B. City employees who are classic members shall share in the cost of CalPERS coverage through payroll deduction as follows:

1. Employees will continue to contribute a portion of the required employer contribution equal to 4.5% of “compensation earnable.” This 4.5% contribution by employees to the employer contribution will be considered to be a contribution towards the normal cost as defined under PEPRA.

- C. In addition, the City’s contribution toward Employer Paid Member Contribution (EPMC) shall be reduced as follows:

Effective the first pay period after the adoption of the Resolution is approved by City Council, the City’s contribution toward EPMC shall be reduced to 3.5%, with employees paying 3.5% of “compensation earnable.”

- D. Employees who are hired after January 1, 2013 and are new members under PEPRA, shall pay the full member contribution amount which is currently 6.5% of “compensation earnable.” However, new members will not contribute toward any portion of the required employer contribution.

- E. The City shall continue to report the value of the EPMC on all reportable compensation subject to CalPERS for all employees in the Bargaining Unit as approved and adopted by Resolution 4229 (General Services) and Resolution 4239 (Public Works).

### **36. LIFE, HEALTH AND DENTAL BENEFITS**

- A. The parties agree that the City will maintain a life insurance program providing a \$50,000.00 term life insurance policy for the employee only, the beneficiary to be designated by said employee. The cost of the premium for this policy to be paid in full by the City. Employees retiring with 20 years or more of continuous service with the City and enrolled in the City's group life insurance program at the time of retirement, may continue to be covered in the City’s group life insurance program at City expense for a life benefit of \$10,000. Extended coverage will not include AD&D benefits.
- B. The parties agree that the City will maintain the current health insurance program with the Public Employees Retirement System (PERS) Medical and Hospital Care Act (PEMHCA) pursuant to Government Code Section 22850 unless such is

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changed through the meet and confer process. The health insurance program shall be available to all regular full-time employees and retirees. The City will contribute the PEMHCA statutory minimum on behalf of each participant in the program. The PEMHCA statutory minimum for 2022 is \$149 per month, and changes each year in accordance with Government Code section 22892(b).

- C. In addition, the City shall make contributions to a flexible spending cafeteria plan in accordance with Internal Revenue Code Section 125 for all active employees, and to a health savings account for all retirees as follows:
- Each eligible employee or retiree may select a health insurance carrier providing coverage in the Carpinteria geographic area, as defined and provided by PERS and currently in effect and on file in the City Human Resources Office.
  - The City will contribute the cost of the most affordable HMO plan available in Ventura and Santa Barbara Counties that employees are eligible to enroll in, i.e., employee only, employee plus one, or family; less the PEMHCA statutory minimum and less the employee's contribution. Employee contributions are calculated on a cumulative basis as follows: employees will pay by payroll deduction a monthly contribution towards the cost of their health insurance premium (employee and dependents) in an amount equal to .029% of their annual base salary times the percentage of insurance carrier increase or decrease with a minimum of five percent (5%) or maximum ten percent (10%) each year. (For example, if an employee's annual base salary is \$50,000, and the insurance carrier increase is 5%, the calculation would be:  $\$50,000 \times .00029 \times 1.05$ , the monthly contribution for that employee would be \$15.22.) The most affordable HMO plan will be used for purposes of calculating the percentage of insurance carrier increase or decrease.
  - Employees shall be responsible for payment (either through a cafeteria contribution or as a payroll deduction) for any health insurance premium which exceeds the City's contribution amount, including the PEMHCA statutory minimum, for the plan selected for coverage under the PERS Health Benefit Program.
  - Health insurance coverage for newly hired employees will commence on the first day of the month following one full month of employment. If hired prior to the 15<sup>th</sup> day of the month, the month of hire will count as a full month of employment and coverage will be effective the first day of the following month. If hired after the 15<sup>th</sup> day of the month the month of hire will not count as a full month and the following month will be the first full month of employment.
  - For covered employees who terminate during the fiscal year, such health insurance coverage shall end on the last day of the month following when said termination becomes effective, except that the provisions of COBRA may be applied at the employee's option. Covered employees who retire from the City under PERS may,

at their option, continue such coverage without interruption pursuant to the provisions of the PERS Health Program.

- C. The City will provide 100% of the premium charged to maintain a Dental Insurance Plan for each employee in the General Services Bargaining Unit and Public Works Bargaining Unit, where appropriate, for dependent coverage. The City will retain control over the administration of the dental insurance program subject to maintenance of equivalent benefits to the extent it is within the control of the City, and subject to any applicable obligations under the Meyers-Milias-Brown Act.

**37. FLEXIBLE BENEFIT PROGRAM (WELLNESS) ALLOWANCE**

- A. Active regular employees with three or more months of active service with the City shall be credited with a Flexible Benefit Program Allowance in the amount of \$1,162 for each calendar year. The City will increase the allowance by 2% annually beginning January 1, 2023 during the term of this Agreement. Effective January 1, 2023, the allowance is \$1,310 (rounded up from \$1,309.68).
- B. The purpose of the Flexible Benefit Program is to provide reimbursement to the covered employee for eligible medical and health-related costs not otherwise covered by health insurance or subject to reimbursement from any other source. Payment of medical costs, not covered by insurance, must be prescribed by a physician or determined by the Internal Revenue Service (IRS) to be an eligible health-related expense.
- C. In addition to reimbursement for eligible medical and health related costs and/or dependent care, the employee will have the option to purchase benefits offered through the Flexible Benefit Program up to the total Flexible Benefit Program allowance. Employees may cash out a portion of any unused allowance up to \$810 of the Flexible Benefit Program allowance, subject to applicable payroll taxes, or contribute such amount to their 457 plan up to the legally allowed maximum and with proper notice.
- D. Reimbursement for bona fide health-related expenses, which may be eligible expenses under the Flexible Benefit Program may be subject to payroll taxes unless related to a particular medical condition and so prescribed by a medical doctor.
- E. As part of future labor negotiations, the City and the Union agree to revisit the annual Wellness Allowance taking inflation into consideration.

**38. FITNESS PROGRAM**

The City agrees to reimburse employees at the rate of fifty dollars (\$50.00) per month for the employee's membership fee at an athletics club or fitness program approved by the City Manager. Only full-time employees are eligible to receive this benefit.

**39. OUTSIDE COVERAGE OPTION**

- A. The employee is not required to select or participate in any health insurance program provided by the City, but such employee must provide satisfactory documentation that he/she is covered by an alternative health insurance program.
- B. Those employees with proof of health insurance coverage who choose not to participate in the City's group health insurance program due to the availability of other coverage through a spouse's employer, the military, or other source, will receive, in addition to the Flexible Benefit Program Allowance, a benefit allowance equal to fifty percent (50%) of the premium paid by the City for the annual single coverage in the PERS Health Benefit HMO Plan. An employee shall receive this benefit allowance as a one-time cash payment, with such payment subject to payroll taxes.
- C. Those eligible employees who participate in the City's group health insurance program and have an eligible spouse or family dependents, but select single coverage and choose to cover any dependents under insurance offered through a spouse's employer, the military, or other source will receive, in addition to the employer contribution for single health insurance coverage and the Flexible Benefit Program allowance as provided for in Article 37(A), a benefit equal to 50% of the City's additional contribution amount which would have been paid for either employee plus one or employee plus family coverage as may be applicable to that employee.

**40. OPTIONAL INSURANCE PROGRAMS**

The City agrees to cooperate to make available to affected employees, at the sole cost and expense of such affected employees, eye care, cancer and intensive care medical group insurance programs. Participation in such programs shall be at the option of the individual employee, subject to the rules of the insurance carrier and subject to the administrative limitations of the City.

**41. SERVICE AWARDS**

The City of Carpinteria has established appropriate service awards to recognize continuous service with the City at levels of five, ten, fifteen, twenty-five and thirty years. In addition, upon completion of twenty-five and thirty years of service, eligible employees are entitled to the following recompense:



*Twenty-five Year Award*

In addition to a commemorative recognition gift, upon completion of twenty-five years of continuous service, eligible employees will be entitled to two personal days of leave per fiscal year. The hours will not have a cash value nor will they accumulate to be carried over to the next fiscal year.

*Thirty year Award*

Upon completion of thirty years of continuous service, eligible employees will receive a commemorative recognition gift and be entitled to have three additional days added to their existing leave bank hours.

**SECTION C - WORK PERIODS, OVERTIME, ATTENDANCE AND LEAVES**

**42. WORK SCHEDULES**

Requests to deviate from the work schedules outlined in this Section must be in writing and approved by both the employee's supervisor and the City Manager.

- A. Pursuant to the Federal Fair Labor Standards Act (FLSA) the standard seven-day work period for all non-sworn employees represented by the Union is defined as follows: Start: 12:01 A.M. every Saturday. End: 12:00 Midnight every Friday.

The work period extends for a period of seven consecutive days, a total of 168 hours, of which a total of 40 hours worked shall be the standard work week. Any hours worked in excess of 40 hours shall be considered overtime for FLSA purposes. For pay purposes, each pay period shall consist of two standard work periods.

- B. Hours Worked shall be only those hours actually worked during the work period, including overtime hours as defined in the overtime policy contained herein, and does not include any hours of paid leave time when the employee is not actually working but being paid. Examples are, but not limited to, holidays off, leave bank hours, compensatory time off, jury duty, bereavement leave, and any other authorized paid or unpaid leave.
- D. The City agrees that authorized work outside the regularly scheduled workday or work week shall be compensated in accordance with the overtime policy contained herein.
- E. In no case shall an employee's work schedule be altered to avoid the payment of overtime earned as a result of call back after the employee's regular shift, workday or work weekends.

- F. The City shall provide Public Works employees with a 15 minute personal/equipment "clean-up" time prior to the end of the employee's shift. Employees shall be ready to begin work at start time.

**43. FLEXIBLE WORK SCHEDULE**

- A. Employees, with the exception of the position of Receptionist, shall have the option to participate in an alternate 9/80 work schedule based on a flexible 9 day/80 hour pay period (eight 9-hour days and one 8-hour day, with the tenth day as a designated day off).

The regular schedule for the 9/80 arrangement shall consist of eight nine-hour shifts and one eight-hour shift within each 14-day period, as follows: eight hours on every other Friday and nine hours on Monday, Tuesday, Wednesday and Thursday of each week.

As discussed in more detail below, the "workday" will consist of 24 consecutive hours, and will begin in the middle of the 8-hour shift on Fridays. The "workweek" for overtime purposes will consist of 7 consecutive workdays and will begin on each Friday and end on the following Friday. This will result in a regular schedule of 40 hours in each "workweek". More specifics regarding the "workday" and "workweek" are discussed below.

For General Service employees, the nine-hour workdays will begin at 7:30 a.m. and end at 5:30 p.m., with a 60-minute lunch period. The eight-hour workday every other Friday will begin at 7:30 a.m. and end at 4:30 p.m., with a 60-minute lunch period to begin after 11:30 a.m. The "workweek" will begin on Fridays at 11:30 a.m., and end the following Friday at 11:29 a.m.

For Public Works employees, the nine-hour workdays will begin at 7:00 a.m. and end at 4:30 p.m., with a 30-minute lunch period. The eight-hour workday every other Friday will begin at 7:00 a.m. and end at 3:30 p.m. with a 30-minute lunch period from 11:30 a.m. to noon. The "workweek" will begin on Fridays at 11:00 a.m., and end the following Friday at 10:59 a.m.

Employees who work a 9/80 schedule will be credited overtime for hours worked in excess of nine in any of his or her scheduled nine-hour days, in excess of eight hours in any of his or her scheduled eight-hour days, and/or in excess of forty hours in the seven day workweek (Friday to Friday). Overtime shall be paid in accordance with the rates discussed in MOU Article 25.

Selection of the day off must be approved by the Department Head to ensure adequate department coverage. Designated days off may be changed only by written approval of the Department Head and the City Manager.

- D. Individual employees may request flexible work schedules which meet their personal needs and the operational requirements of the department. Approval for reasonable flexible work schedules is subject to the operational needs of the department as determined by the Department Head and City Manager. The continuation of such schedules shall be subject to the Department Head review and approval of the City Manager.
- C. The City Manager reserves the right to remove any (or all) employees from flexible work schedules. To the extent possible, two weeks advance written notice will be provided to the employee. The employee shall not be removed from a flexible work schedule for arbitrary or capricious reasons.

#### **44. REPORTING HOURS WORKED**

- A. Individual employees are responsible for accurately reporting all time worked. All hours worked shall be reported by clocking in and out on the computer at their work station. Actual time worked will be recorded in straight time on a daily basis and tabulation of time at the end of the work period will be computed to the exact hour and fractional minutes. Such time shall be verified by the employees' supervisor.
- B. The City acknowledges that from time to time a computer clock may gain or lose time, causing the clock to be off by minutes. The City agrees to take this into consideration whenever it appears that the computer clock has caused an employee to clock in late. If an employee becomes aware of such a problem with his/her computer, it should be reported immediately to their supervisor.
- C. If access to a computer is not available, all hours worked by employees shall be reported on time sheets provided and shall be stated in straight time hours. The individual employee is responsible for accurately reporting all hours worked. Hours worked shall be reported in not less than quarter (1/4 or .25) hour increments of time actually worked. Time worked 7 1/2 minutes or less will not be reported and time worked in excess of 7 1/2 minutes will be reported as a quarter (.25) hour. Such time shall be verified by the employees' supervisor.

#### **45. BREAKS**

Each affected General Service employee shall be entitled to a sixty (60) minute unpaid lunch period and two breaks per eight-hour working day. The morning break is twenty (20) minutes and the afternoon break is fifteen (15) minutes. Breaks shall not be taken earlier than one hour after starting work in the morning or lunch, or later than one hour before lunch or the end of the working day.

Each affected Public Works employee shall be entitled to a thirty 30-minute unpaid lunch period and two 20-minute breaks per eight-hour working day. Breaks shall not be taken

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earlier than one-hour after starting work in the morning or lunch, or later than one-hour before lunch or the end of the working day.

Breaks do not accumulate and will be scheduled by the employee's supervisor.

**46. LEGAL HOLIDAYS**

- A. The City and the Union agree that the following days shall be observed as legal holidays by all affected employees at which time the City's administrative offices will be closed:

January 1st	New Year's Day
3rd Monday in January	Martin Luther King Day
3rd Monday in February	President's Day
Last Monday in May	Memorial Day
June 19th	Juneteenth
July 4th	Independence Day
1st Monday in September	Labor Day
November 11th	Veteran's Day
4th Thursday in November	Thanksgiving Day
4th Friday in November	Friday following Thanksgiving
December 25th	Christmas Day

- B. The following days shall also be observed as legal holidays: December 26, 2017 and January 2, 2018. Similar holidays before or after Christmas Day and before or after January 1<sup>st</sup> shall be observed in future years.
- C. When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday respectively shall be observed as the legal holiday. If the holiday falls on an employee's flex day, the flex day may be rescheduled within the same work week. Rescheduled flex days off that are rescheduled because a holiday falls on that day are subject to prior approval by the Department Head and appropriate notification to the Administrative Services Department.
- D. Observance of a legal holiday on a Friday or Monday, at which time the City's Administrative offices will be closed, will not create overtime or the loss of time from an employee's leave bank if the holiday falls on a regularly scheduled flex day. The hours for any given holiday will relate to the number of hours of the employee's regular scheduled work day for that particular day.
- E. Nothing in this Memorandum shall preclude the City from declaring a holiday when a legal holiday has been declared by the President of the United States or the Governor of the State of California or the City Council.

**47. LEAVE REGULATIONS**

**A. ANNUAL LEAVE**

The purpose of annual leave is to enable each eligible employee annually to return to work mentally refreshed. All employees in the competitive service shall be entitled to annual leave with pay except the following:

- (a) Employees who have served less than six (6) months in the service of the City. However, leave credits for the time will accrue for each such regular full-time employee.
- (b) Employees who work on a provisional basis, all employees who are not employed in a regular classified position, and employees who work 1040 hours or less per year.

**B. LEAVE TIME (Leave Bank)**

In place of separate leave accrual for vacation, sick leave, paid administrative leave and floating holidays, each employee will accrue leave in a Leave Bank that will be inclusive of all such leave benefits (vacation, sick, floating holidays, paid administrative leave and approved paid personal leave).

**C. LEAVE ACCRUAL**

Employees will accrue leave time based on years of service. Except as set forth in section "G" below, at the beginning of each fiscal year employees will receive a leave bank equal to one-half of his/her annual leave entitlement; employees will receive the remaining one-half of his/her annual leave entitlement in the first full pay period in January. The accrued leave time shall be subject to the following provision:

If employment with the City starts after July 1 or ends before June 30 of any fiscal year, accrued leave time will be prorated for the fiscal year in question. Upon termination of employment with the City, the cash value of any unused leave time in excess of that which would have been earned had it been granted on a pro-rated monthly basis and other outstanding obligations due the City shall be deducted from the final payment to the employee.

Accrued leave time can be taken off prior to the date of retirement and used to delay final date of employment if it is requested in writing and approved at least thirty (30) days prior to the scheduled date that such leave would begin.

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Annual leave shall be accrued in accordance with the following established schedule:

**LEAVE BANK SCHEDULE**

(Days on leave bank schedule are figured as eight (8) hour days)

<u>Years of Service</u>	<u>Accrual</u>	
One through three	168 hours	(21 days)
Four through six	184 hours	(23 days)
Seven through ten	208 hours	(26 days)
Eleven	216 hours	(27 days)
Twelve	224 hours	(28 days)
Thirteen through fifteen	232 hours	(29 days)
Sixteen through eighteen	248 hours	(31 days)
Nineteen or more	256 hours	(32 days)
Thirty years (longevity benefit)	24 additional hours	3 additional days

**D. LEAVE ELIGIBILITY**

Employees are eligible for leave benefits the first of the month following one full month employment.

Employees classified as regular employees who work less than full-time, but more than 1040 hours a year and are eligible for leave benefits, shall be credited leave on a prorated basis.

Leave periods shall be scheduled by management to provide adequate staffing. Such scheduling shall be subject to the needs of the City but shall take into account employee seniority and personal preference.

The City will make every effort to give maximum possible advance notice to the affected employee in the event scheduled leave must be cancelled or modified due to the needs of the service.

In the event one or more municipal holidays fall within an authorized leave with pay, such holidays shall not be charged as leave, and the leave shall be extended accordingly.

**E. NOTIFICATION FOR USE OF LEAVE BANK**

Where use of accrued leave time is requested due to an emergency illness or other unexpected absence, the employee shall notify his immediate superior or Human Resources prior to, or within four (4) hours after the time set for beginning his/her daily duties.

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Except in cases of illness or extreme emergency, employees are required to make written requests through the appropriate supervisory channels for any use of accrued leave time as follows:

The written request shall be submitted at least two full working days in advance for leave requests of up to four working days; for leave requests of five working days or more, including requests related to planned medical treatment, the written request shall be submitted at least ten working days, but not earlier than ninety calendar days, prior to the beginning date of the requested leave. No use of accrued leave time or related absence is authorized until the employee's written request is approved in writing.

**F. UNAUTHORIZED LEAVE**

An employee's absence shall be unauthorized if such employee does not report his or her absence to his or her supervisor as designated by the department head within four (4) hours of his or her regular starting time, except in cases of emergency in which case the employee shall provide notification as soon as possible.

**G. LEAVE BANK ACCUMULATION**

A maximum of one hundred and sixty hours (20 days), pro-rated for regular part-time employees, of leave accrual will be the maximum allowed for carry-over at the end of a fiscal year, provided however, if at the end of year there are any leave bank hours over 160, the hours will be carried over and a commensurate number of hours shall be deducted from the employee's annual accrual in order that the maximum leave bank accrual not exceed an employee's annual accrual plus 160 hours.

**H. LEAVE BANK CASH-OUT/OPTIONS**

1. During the month of December, an employee may elect to convert up to eighty (80) hours of any unused leave hours accrued into cash payment(s), or contribute the value of the cash payment to their existing 457 plan up to the legally allowed maximum and with proper notice, provided the employee retains an accrued leave balance of at least forty (40) hours in their leave bank. Compensation for such cash-out of unused accrued leave hours will be based on the employee's existing salary at the time the request is made. In order to cash-out unused leave hours, an employee must make an irrevocable election (i.e., pre-designation) during the month of December, specifying the total number of hours to be cashed-out from next year's leave accrual. During the calendar year following the pre-designation, an employee may choose an increment to cash out in April and/or July. If no cash-out occurs in April and/or July and/or any remaining balance of the pre-designated amount will be cashed out in December. If the employee does not have the vacation hours available to satisfy the amount pre-designated for the cash-out, the employee will be precluded from making an irrevocable election and cashing-out the following calendar year.



2. Further, each employee may direct that all or any portion of the allowed cash-out amount be used to buy benefits offered under the Flexible Benefit Program.

I. TREATMENT OF ACCRUED LEAVE UPON TERMINATION

At the time of termination of employment, employees shall be paid the cash value of all unused accrued leave hours based on the employee's then existing salary rate; or, in the alternative, the employee may exercise the option to invest the cash value of such unused accrued leave hours in the Employee Flexible benefit Program.

If a retiring employee terminates employment during the year and is legally entitled to a distribution of unused leave, the employee may submit, in writing, his or her request for the agency to "hold" payment of his or her accumulated leave until the following year. Such request must be submitted in writing in advance of the date of retirement and requires written approval by the City Manager before any disbursement can be made.

J. CATASTROPHIC EVENT

In the event an employee in this group suffers a catastrophic event, e.g. serious illness, and there is not a sufficient leave balance to cover the employee's absence from the workplace, upon written request to the City Manager, an advancement of up to thirty (30) days of leave may be granted, with the understanding that it will be reimbursed to the City on a day-for-day basis from future allocated leave or reimbursed to the City.

K. ATTENDANCE, WAIVER OF RIGHTS

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees which shall be reported to the Finance Division in the form and on the dates specified.

Failure on the part of an employee absent without leave to return to duty within twenty-four (24) hours, excluding weekends and holidays, after notice to return may be cause for immediate discharge, and such employee automatically waives all rights under Chapter 2.44, Carpinteria Municipal Code, as amended, and these rules. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of address, shall be reasonable notice.

L. UNPAID LEAVE

Leave of Absence Without Pay

The City Manager may grant a regular or probationary employee leave of absence without pay or accrual of employment benefits, such as paid time off or seniority, for reasons other than pregnancy, disability or family care leave, for a period not to exceed ninety (90) days. No employee shall be authorized leave without pay if said



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employee has accrued leave or compensatory time-off accrued on the books of the City. After ninety (90) days, the leave of absence may be extended if authorized by the City Council.

No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon return to duty following expiration of a regularly approved leave, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at its expiration shall be cause for discharge. The depositing in the United States mail of a first class letter postage paid, addressed to the employee's last known place of address shall be reasonable notice.

Department heads may grant a regular, or probationary employee leave of absence without pay for not to exceed one (1) calendar week. If the leave of absence request without pay is in relation to an employee's disability accommodation, then the leave shall be determined through the interactive process on a case-by-case basis. Such leaves shall be reported to the Human Resources/Risk Manager.

No leave shall accrue to any employee during any full biweekly pay period in which the employee is on an authorized leave without pay in excess of five (5) days. Employee on leave without pay may also be responsible for full payment (employer and employee portion) of insurance premiums for insurance coverage during such leave. Benefits shall be continued at City expense during the first thirty (30) days of such leave.

Statutory Family and Medical Leave

1. Eligibility

The City provides eligible employees the opportunity to take unpaid leaves of absence for specific reasons in accordance with the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA). To be eligible for FMLA/CFRA Leave, an employee must (1) have worked for the City for at least twelve months prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the twelve months preceding the leave.

2. FMLA Leave

a. Permissible Uses

"Family care leave" may be requested under the FMLA for (1) the birth or adoption of an employee's child, (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, or parent. "Medical leave" may be requested under the FMLA for an employee's own serious health

condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

"Qualifying exigency leave" may be requested under the FMLA (and CFRA) for qualifying exigencies arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. "Qualifying exigencies" include certain absences related to short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities. Employees may contact the Human Resources/Risk Manager or her or his designee for more information about what qualifies as a "qualifying exigency."

"Military caregiver leave" may be requested under the FMLA to care for a "covered service member" if the employee is a spouse, child, parent, or next of kin of the "covered service member." A "covered service member" is:

- a member of the Armed Forces, including the National Guard and Reserves, who, because of a serious injury or illness incurred in the line of duty while on active duty that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating, is: (1) undergoing medical treatment, recuperation, or therapy; (2) in outpatient status; or (3) on the temporary disability retired list; or
- a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

b. Amount of FMLA Leave Available

Provided all the conditions of this policy are met, an employee may take a maximum of twelve (12) weeks total of family care leave, medical leave, and qualifying exigency leave under the FMLA in a 12-month period. This 12-month period is measured backwards from the date the employee's family care leave, medical leave, or qualifying exigency leave under the FMLA commences. Spouses who are both employed by the City may take a maximum combined total of twelve weeks of family care leave under the FMLA in a 12-month period for the birth, adoption, or foster care of their child.

Provided all of the conditions of this policy are met, an employee may take up to 26 weeks total of a combination of all leaves under the FMLA during a 12-month period (up to 12 weeks of which may be for FMLA leave other than military caregiver leave). The 12-month period used to measure this entitlement will

commence upon the first use of military caregiver leave under the FMLA for a covered service member's particular injury.

3. CFRA Leave

"Family care leave" may be requested under the CFRA for (1) the birth or adoption of an employee's child, (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, domestic partner as defined in California Family Code Section 297, or parent. Under the CFRA, "child" means a child, including a child who is 18 years of age or older who is capable of self-care. An employee's child means a biological, adopted, foster, step-child, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis. Under the CFRA only, leave is permitted to care for a domestic partner, grandparent, grandchild, or sibling who has a serious health condition. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA. "Medical leave" may be requested for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

Under the CFRA only, leave for "qualifying exigencies" arising out of the fact that an employee's domestic partner is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA.

Provided all of the conditions of this policy are met, an employee may take up to twelve (12) weeks of leave under the CFRA during a 12-month period. This 12-month period is measured backwards from the date the employee's family care leave or medical leave under the CFRA commences.

If both parents of a child, adoptee, or foster child are employed by the City and are entitled to bonding leave:

1. The aggregate number of workweeks of FMLA leave to which both may be entitled may be limited to 12 workweeks during any 12-month period; and
2. Each parent is entitled to take 12 workweeks of CFRA leave during any 12-month period.

If both parents of a covered service member are employed by the City and are entitled to leave to care for a covered service member, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 work weeks during the 12-month period. This limitation does not apply to any other type of leave under this policy.

Family care leave and medical leave under the CFRA typically run concurrently with family care leave and/or medical leave under the FMLA, except as otherwise set forth herein.

4. Intermittent Leave

FMLA/CFRA Leave taken for the birth, adoption, or foster care placement of a child generally must be taken in blocks of at least two (2) weeks' duration; however, the City will provide employees with family care leave for birth, adoption, or foster care placement for periods of less than two (2) weeks duration on any two (2) occasions. FMLA/CFRA Leave taken for the birth, adoption, or foster care placement of a child must be concluded within one (1) year of the birth, adoption, or placement.

Qualifying exigency leave under the FMLA may be taken on an intermittent or reduced schedule as required by the qualifying exigency.

FMLA/CFRA Leave for any other reason may be taken intermittently or on a reduced schedule where medically necessary. If FMLA/CFRA Leave is authorized to be taken intermittently or on a reduced schedule, the City retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule.

5. Substitution of Paid Leave

Employees are required to substitute accrued paid time off, including accrued compensatory time off, for all FMLA/CFRA Leaves, except that employees can retain a five (5) day balance of accrued paid time off.

If the employee is receiving payments from State Disability Insurance ("SDI") while on FMLA/CFRA leave, the accrued paid leave time will only be used in an amount which supplements the SDI payment such that the employee receives the full amount of his or her regular compensation as an active employee.

The substitution of paid leave time for FMLA/CFRA Leave does not extend the total duration of FMLA/CFRA Leave to which an employee is entitled. For example, if an employee has accrued two (2) weeks of unused paid vacation time at the time of the request for medical leave under the FMLA/CFRA, that paid vacation time will be substituted for the first two (2) weeks of FMLA/CFRA Leave, leaving up to ten (10) additional weeks of unpaid FMLA/CFRA Leave.

6. Leave's Effect on Pay

Except to the extent that other paid leave time is substituted for FMLA/CFRA Leave, FMLA/CFRA Leave is unpaid.

7. Leave's Effect on Benefits

During an employee's FMLA/CFRA Leave, the City shall continue to pay for the employee's participation in the City's group health insurance to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Employees are required to continue to make any payments they normally make towards healthcare coverage premiums while on leave. In the event an employee on leave fails to make timely payment for their portion of healthcare coverage premiums, the City will notify the employee of such failure and, if payment is not made, terminate the coverage.

If the employee fails to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the employee's control, the City is entitled to recover any health premiums paid by the City on the employee's behalf during any unpaid period of the leave.

Employees on FMLA/CFRA Leave accrue employment benefits, such as paid time off or seniority, only when paid time off is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments as discussed above, he or she will accrue employment benefits on a pro rata basis.

8. Procedure for Requesting Family Care and Medical Leave

a. Notice Requirements

Employees should notify the Human Resources/Risk Manager of their request for FMLA/CFRA Leave as soon as they are aware of the need for such leave. For foreseeable events, if possible, the employee shall provide thirty (30) calendar days' advance written notice to the Human Resources/Risk Manager of the need for FMLA/CFRA Leave. For events that are unforeseeable thirty (30) days in advance, but are not emergencies, the employee must notify the Human Resources/Risk Manager, in writing, as soon as he/she learns of the need for the leave, ordinarily no later than one (1) to two (2) working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of the City's business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the City reserves the right to deny the taking of the leave.

All requests for FMLA/CFRA Leave should include anticipated date(s) and duration of the leave. Any requests for extensions of an FMLA/CFRA Leave must

be received at least five (5) working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care or medical leave.

b. Certification

Any request for FMLA/CFRA Leave must be supported by proper certification of the need for leave. For foreseeable leaves, employees must provide the required certification before the leave begins. When this is not possible, employees must provide the required certification within fifteen (15) calendar days after the City's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts. Failure to provide the required certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required certification within fifteen days of being requested to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated certification.

Certification of family care leave under the FMLA/CFRA shall include (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) the health care provider's estimate of the amount of time needed for family care; and (4) the health care provider's assurance that the health care condition requires family care leave.

Certification of medical leave under the FMLA/CFRA shall include (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) a statement that, due to the serious health condition, the employee is unable to perform the functions of his or her position; and (4) in the case of intermittent leave or revised schedule leave where medically necessary, the probably duration of such a schedule. In addition, the certificate may, at the employee's option, identify the nature of the serious health condition involved. If the City has reason to doubt the validity of the certification provided by the employee, the City may require the employee to obtain a second opinion from a doctor of the City's choosing at the City's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, the City may require a third opinion, also at the City's expense, performed by a mutually agreeable doctor who will make a final determination. Before permitting the employee to return to work, the City may also require the employee to provide medical certification that he or she is able to return to work.

Certification of a military caregiver leave under the FMLA shall be either (1) an appropriate medical certification from an authorized health care provider or (2) a copy of an Invitation Travel Order or Authorization issued by the Department of Defense.

The nature and format of the certification of a qualifying exigency leave under the FMLA will vary depending on the nature of the qualifying exigency, and will typically include a copy of the active duty orders for the employee's spouse, son, daughter, or parent.

9. Leave's Effect on Reinstatement

Employees returning from FMLA/CFRA leave are entitled to reinstatement to the same or comparable position consistent with applicable law, provided that the total period of the FMLA/CFRA Leave does not exceed the employee's maximum leave entitlement as described above.

Employees who take medical leave under the FMLA/CFRA for their own serious health condition must provide medical certifications verifying that they are able to return to work in the same manner as employees who return to work from other types of medical leave.

M. Pregnancy Disability Leave (PDL)

Under the California Fair Employment and Housing Act (FEHA), if an employee is disabled by pregnancy, childbirth or related medical conditions, she is eligible to take a pregnancy disability leave (PDL). If an employee is affected by pregnancy or a related medical condition, she is also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable.

- The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical conditions up to four (4) months (or eighty-eight (88) work days for a full-time employee) per pregnancy. For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hour per week times 17 1/3 weeks. An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leave.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor ordered bed rest, childbirth, and recovery from childbirth would all be covered by the PDL.
- Except as other specifically provided in this section, generally, the City is required to treat pregnancy disability the same as the City treats other disabilities of similarly situated employees. The leave will be unpaid.

Employees on PDL will be required to obtain a written certification from their health care provider of the pregnancy disability or the medical advisability for a transfer. The certification should include:



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1. The date on which the employee becomes disabled due to pregnancy or the date of the medical advisability for the transfer;
2. the probable duration of the period(s) of disability or the period (s) for the advisability of the transfer, and
3. a statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of the position without undue risk to herself, the successful completion of the pregnancy or to other persons or a statement that, due to your pregnancy, the transfer is medically advisable.

At the employee's option, any accrued paid time off may be used as part of the pregnancy disability leave before taking the remainder of the leave as an unpaid leave. However, taking paid time off during the period of the pregnancy disability leave does not extend the maximum time allowed for such leave. Employees may also be eligible for state disability insurance for the unpaid portion of the leave.

Employees on PDL accrue employment benefits, such as paid time off or seniority, only when paid time off is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments she will accrue employment benefits on a pro rata basis.

An employee who is on a leave of absence for a period in excess of two (2) months must notify the Human Resources/Risk Manager by the end of each month thereafter both of the status of the disability and the employee's continued intent to work once the employee recovers from the disability. An employee returning from an absence shall be required to provide a physician's certification that indicates that she is fit to return to work.

An employee who returns to work at the end of a leave of absence due to pregnancy, childbirth or related medical condition will be returned to her former position, if possible, or will be offered the first available opening in a comparable position for which she is qualified.

An employee who returns from a leave of absence due to pregnancy will be credited with all service prior to the commencement of her disability.

An employee who fails to report for work at the end of an approved leave will be deemed to have voluntarily resigned.

During an employee's approved PDL, the City shall continue to pay for the employee's participation in the City's group health insurance to the same extent and under the same terms and conditions as would apply had the employee not taken leave, for up to four months. Employees are required to continue to make any payments they normally make towards healthcare coverage premiums while on leave. In the event an employee on leave fails to make timely payment for their portion of healthcare coverage premiums, the City will notify the employee of such failure and, if payment is not made, terminate the



coverage. The City is entitled to recover any health premiums paid by the City on the employee's behalf during any unpaid period of the leave if the employee fails to return from the PDL for a reason other than one of the following: (1) the employee takes FMLA/CFRA Leave; (2) the continuation, recurrence or onset of a serious health condition or serious injury or illness within the meaning of FMLA/CFRA; or (3) other circumstances beyond the employee's control as provided by law.

Employees on PDL accrue employment benefits, such as paid time off or seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments as discussed above, he or she will accrue employment benefits on a pro rata basis.

N. Paid Family Leave

Employees who are covered by the state's SDI program will be eligible for reimbursement for up to six (6) weeks during a twelve (12) month period of qualifying unpaid leave, for the purposes of bonding with a newborn child (up to one (1) year from birth or adoption), or to care for a family member or domestic partner.

An employee who is eligible for SDI benefits may only become eligible for PFL benefits after SDI benefits are no longer being paid. SDI benefits are payable when an employee is disabled for a non-work related reason, which may include pregnancy; PFL benefits are for baby bonding and for providing care to a family member.

Once an employee is no longer disabled, and (in the case of pregnancy) has given birth, her SDI benefits may cease and she may apply for baby bonding benefits under PFL.

Once an employee applies for PFL, there is a seven (7) day unpaid waiting period before the employee may start receiving benefits. However, an employee who previously served a waiting period before receiving SDI benefits will not have to serve another waiting period before receiving PFL benefits. Employees may use their accrued paid time off during the seven (7) day waiting period.

Paid Family Leave is administered by the State of California and may be modified by the State from time to time.

O. DEATH OR CRITICAL ILLNESS IN IMMEDIATE FAMILY BEREAVEMENT LEAVE

An employee eligible for benefits, upon the necessity of his absence being shown to and with the consent of the City Manager, may be allowed to be absent from the duties of his/her position and to receive full compensation during such absence for bereavement leave. Eligible City employees shall be entitled to bereavement leave, in addition to any other leave, to provide up to three (3) working days per year with pay in the case of death or of critical illness where death appears eminent. This time shall be in addition to accrued

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leave time or compensatory time. The City shall cooperate with the employee in providing time off, using accrued leave time, or compensatory time, for any additional bereavement needs if the three (3) days bereavement leave has been used.

Such benefit shall apply to all immediate family members, to include spouse, child, brother, sister, parent (including step family and in-laws), grandparents and grandchildren when the relationship of the person to the employee warrants such use of bereavement leave. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or critical illness to his/her department head.

Such leave of absence shall not be allowed in any case where, in the preceding six (6) calendar months, a leave of absence for the critical illness of that same relative has been granted. Such bereavement leave is not cumulative from year to year.

Leave to attend the funeral of a co-worker will be acceptable to the City upon Department Head approval consistent with maintenance of operations. Such leave is considered leave with pay and not charged to any other leave.

**P. CONFLICT OF LAWS**

In the event of any conflict between the provisions of this Memorandum of Understanding and Federal or State laws, such Federal or State laws shall prevail.

**SECTION D - SPECIAL PROVISIONS**

**48. ANNIVERSARY DATES**

Anniversary dates for newly hired employees shall be the first of the month if the employee was hired on or before the fifteenth of that month and the first day of the following month for those hired after the fifteenth.

**49. PROBATIONARY PERIOD**

- A. Each regular City employee will serve a one-year probationary period. The probationary period for each regular City employee shall begin on the first day of employment.
- B. The parties agree that in the case of probationary employees who are absent from their duties for whatever reason for a period of 5 or more consecutive working days, that said employee shall have such absent time added to the probationary period and shall not be deemed to have completed probation until such time missed is completed satisfactorily. An employee's probationary period may be extended up to six (6) months as determined by the City Manager.

**50. PAYCHECKS AND METHOD OF PAYMENT**

- A. All affected employees shall be paid on a bi-weekly basis and pay checks shall be available on the Thursday afternoon following the close of the regular pay period unless holidays or circumstances beyond the control of the City occur, in which case all necessary action will be taken to insure that individual pay checks are available with a minimum of delay.
- B. Direct deposit of paychecks into individual bank accounts shall be an option available to employees.
- C. All compensation for a given pay period shall be included in one pay check unless the City finds that under a given circumstance, more than one check should be issued. Payment for buy-out of leave time or other special pay (including corrections of any error) may be paid by separate check. An employee may receive a separate check for compensatory time buy-out provided that the employee submits a written request to the Finance Division for such payment at least one week prior to the end of the payroll period.

**51. PAY STATUS**

An affected employee is considered to be in pay status and eligible for benefits under any of the following circumstances:

- (1) While working regular hours
- (2) While on authorized Leave Bank hours
- (3) While on authorized Injured on Duty IOD status
- (4) While on authorized jury duty

The City Manager may authorize coverage of benefits on an individual basis for appropriate occasions for employees on authorized leave without pay for a period of up to four (4) months.

**52. OUTSTANDING OBLIGATIONS UPON TERMINATION**

If any affected employee has any outstanding obligations due to the City, such as advance use of any benefits subject to pro-rata distribution based on the proportion of the fiscal year served or lost or damaged equipment, at the time of termination, such amounts shall be deducted from the cash value of any accumulated or unused compensatory time, vacation or base wages prior to final payment of such amounts to the employee.

**53. MINOR MODIFICATION OF WORK SCHEDULES**

Notwithstanding Article 6 of this Memorandum, the City Manager or his designee may, with the agreement of the Affected Employee, make minor modifications to the affected employee's work schedule with respect to lunch hours, starting and/or ending times.

Management will make every effort to "group" modified work schedules for Public Works employees, i.e., if an employee is to start work at 5:00 a.m. for street painting and the job will last 3 days, all 3 days will be scheduled consecutively.

#### **54. LAYOFF PROCEDURES**

- A. Whenever, in the judgment of the City Council, it becomes necessary in the interest of the economy, or because of the necessity for a position to no longer exist, the City Council may abolish any position in the competitive service; and the employee holding such position for employment may be laid-off without taking disciplinary action or the right of appeal. The layoff will be made in accordance with the relative seniority of the employees in the affected class as determined by the City Manager.
- B. The City agrees to inform the Union when changes occur which result in layoff(s) affecting the employee(s) covered by this MOU. The City shall provide the Union, at least thirty (30) calendar days prior to the effective date, the designation of class(es) affected by layoff(s).
- C. The City shall give all employees affected by layoff at least thirty (30) calendar days written notice of impending layoff. The notice shall include the following:
- The effective date of the layoff
  - The reason for the layoff
  - The vacant job classifications, if any, for which the employee may qualify
  - A statement that the employee being laid off shall be placed on a re-employment list for one (1) year.
- D. If affected employee demotes/transfers into another position within the organization that he/she held in the past and has had a satisfactory or better performance evaluation in the past twelve (12) months, the affected employee will not be put on probation.
- E. If affected employee is hired into another classification, for which he/she has had to compete, the probationary period shall be only six months.

#### **55. EMPLOYEE ASSISTANCE PROGRAM**

The City and the representative organization agree that assisting employees to function at their peak level of efficiency and to maintain the highest level of both physical and psychological health and wellness is of great importance to the City, the representative organization and individual employees. In recognition of this understanding, the City agrees, in consultation with the representative organization to establish an Employee Assistance Program (EAP) for all regular employees. Contract costs for the basic EAP program shall be paid by the City and specialized, extended services shall be the employee's responsibility.

**56. PARTICIPATION IN CITY-SPONSORED PARKS AND RECREATION PROGRAMS**

The City agrees to provide special employee rates to all eligible full-time employees and their immediate family members who wish to participate in City-sponsored Parks and Recreation Department Programs.

- A. Eligible employees will receive a fifty percent (50%) discount on tuition only for City sponsored programs, not limited to but including the Swim Team, Aqua Camp, Junior Life Guard Program, After School Program and various other City-offered recreation programs.
- B. The annual fee for Community Pool Family Membership will be discounted Seventy-five percent (75%).
- C. Regular recreation rental equipment will be available at fifty percent (50%) discount of the regular rental rate during normal rental business hours.
- D. Should other recreational programs be offered in-house by the City, these may be included under the terms of this Memorandum.

**57. SAFETY EQUIPMENT**

- A. **Safety Equipment.** All newly employed Public Works employees shall be furnished a complete set of personal safety equipment consisting of the following items:

1 each Respirator Kit	1 set ear plugs
1 pair protective goggles	1 safety vest
1 each hard hat	1 set rain gear
1 pair safety glasses (if required)	1 pair steel-toe rain boots
1 pair steel-toe work boots	1 pair leather work gloves
1 pair rubber work gloves	5 pair work socks

Subject to inspection and approval by the Public Works Supervisor or Public Works Director, the City will pay for replacement of any personal safety equipment listed in this section A.

- B. **Boots.** It is the City's practice under paragraph A to authorize boot purchases not exceeding a cost of \$200; however, if an employee desires to purchase boots that exceed \$200, the employee may use up to \$100.00 from the employee's optional equipment replacement fund in paragraph C.

Employees shall purchase boots that meet standard boot safety requirements. Boots shall be replaced by the City when necessary due to damage or wear, as

determined by City. City will pay for the cost of resoling boots as determined necessary by City. Employees shall inform City of any damage or wear issues with boots.

- C. **Optional Personal Safety Equipment.** Following successful completion of probation and gaining regular status, in addition to replacement of the safety equipment listed in section A, the City will review and authorize when determined appropriate by the Public Works Director, responsible and appropriate requests for optional personal safety equipment. The City agrees to establish an optional equipment replacement fund to the credit of each affected employee in the amount of \$350 per fiscal year for each year of this Memorandum for direct purchase through the City for costs of optional personal equipment as identified herein.

Equipment purchased under the provisions of this article shall become the personal property of the employee to be used for work purposes. There shall be no cash out or carry-over of the optional equipment replacement fund. The benefit will be prorated to date of regular status.

Optional personal safety equipment items may include but are not limited to work belt, winter safety jacket, safety color baseball cap, safety color sweat shirt or heavy shirt or other personal safety equipment. Any such purchases will be subject to the prior approval of the Public Works Director or his authorized representative.

- D. The replacement of personal and/or optional personal safety equipment must be reasonable in purchase price.
- E. If prescription safety glasses are required and/or necessary, the City will pay the cost for the prescription safety glasses and may require the employee to purchase it at a vendor where the City has special purchase discounts. Prescription safety glasses provided under this provision are not considered optional personal safety equipment.
- F. Nothing in the foregoing provisions shall alter or otherwise modify an employee's obligation to maintain his/her safety equipment in an acceptable working condition. Supervisors shall have the responsibility to ensure that employees are using appropriate safety equipment. If an employee does not possess or is not using appropriate safety equipment, the employee may be placed on unpaid leave until such time as he/she purchases the necessary equipment.

## **58. SAFETY TRAINING**

The City agrees to provide at least one-hour per calendar month during normal working hours for formal safety meetings of public works employees. There is no intention by this article to limit maximum number of hours during normal working hours that such safety meetings may be held and such maximum limits, if any, shall be determined by management as deemed necessary and in the best interest of the City. (See Article 6.)

**59. UNIFORM MAINTENANCE**

The City and the Union agree that employees required by the City to wear field uniforms furnished by the City, shall have the full cost of the uniform maintenance paid by the City.

Field uniforms are not to be worn off-duty. If uniform is worn going to and from work, in order to not give the appearance of an employee being on duty when he is officially off duty, the City's uniform insignia or badge must not be visible.

The City retains full and complete control over the administration of the uniform maintenance program. Uniforms must be turned in each week for cleaning and maintenance.

**60. POTENTIAL CONTAGIOUS ILLNESS**

The City recognizes that any employee who reports to work displaying symptoms of potentially contagious illness should avoid close personal contact with others and such employee shall be encouraged to see a physician. This does not preclude in any way management's right to direct City employees.

**61. SPECIAL LICENSE**

In the event that any special licenses are required in the future for application of chemicals by Public Works personnel, the City agrees to meet and confer on that issue prior to making any final determinations regarding such license requirements.

**62. HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

A. The parties agree that prior to scheduling any employee to work at the Household Hazardous Waste Facility the City will provide all necessary training in the handling of household hazardous waste materials relative to the collection and cataloging of household hazardous waste materials and proper management of the facility.

B. Employees assigned to the Collection Facility will be compensated an additional five percent (5%) of their hourly rate of pay on the scheduled work date for actual hours worked.

**63. PRESERVATION OF UNION WORK DUTIES AND POSITIONS**

City will reasonably attempt to provide the Union 30 days' advance notice and an opportunity to discuss any proposed decision to contract out work ordinarily performed by employees covered under the MOU as a regular part of their job duties. City will meet and confer over the effects of any decision to contract out such work to the extent required by law. These provisions shall not apply to contracting out work for limited projects and due to emergency situations as determined by the City.

**64. SAVINGS CLAUSE**

If any provision of this MOU, or the application of any provision, should be rendered invalid by court or legislative action, the remaining portions of this Agreement shall remain in full force and effect.



**APPENDIX A**

**CITY OF CARPINTERIA**

**APPROPRIATE UNIT CLASSIFICATIONS**

**CARPINTERIA GENERAL SERVICES EMPLOYEES UNIT**

**POSITION TITLE**

Administrative Assistant I/II  
Community Development Department

Office Assistant I/II

**CARPINTERIA PUBLIC WORKS EMPLOYEES UNIT**

**POSITION TITLE**

Lead Maintenance Worker

Maintenance Worker I/II

**CARPINTERIA PARKS AND FACILITIES EMPLOYEES UNIT**

**POSITION TITLE**

Senior Parks and Facilities Maintenance Technician

Maintenance Worker I/II

***SEIU Memorandum of Understanding  
July 1, 2022 - June 30, 2027***

**EXCLUSIVE UNIT REPRESENTATIVE**

**Service Employees International Union - Local 620**

**Dated and Certified By:**

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**David Durflinger  
City Manager**

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**Dated**

## **APPENDIX B**

### **City of Carpinteria Policy on Public Employee Personal Use of Telecommunication Equipment, Electronic Mail, Voice-Mail and other computer systems**

#### **PURPOSE**

City-owned telecommunication equipment, computer hardware and software is intended to be used for business purposes. Electronic mail, known commonly as e-mail, is now a primary vehicle for communication in the workplace. As the use of e-mail increases, the need for a comprehensive policy clarifying the City's policy on personal use of City equipment becomes important to clarify the rights and obligations of employees and as a protection from potential liability for employers.

#### **POLICY**

The City of Carpinteria maintains and utilizes, as part of its operations, a computer system, voice-mail, e-mail and other systems. These systems are provided to assist employees in the conduct of City business. All computers and data stored on them, as well as all voice-mail and data stored on it, remain at all times, the sole property of the City of Carpinteria. As such, all voice-mail, e-mail and other messages composed, created, sent and received are, and remain, the property of the City of Carpinteria.

Use of computer systems, including voice-mail and e-mail systems, the Internet and other telecommunications capabilities for the conduct of personal business is discouraged and is to be limited to emergencies or urgent matters. All employees should be cognizant of the fact that the City of Carpinteria retains the right to inspect messages transmitted over or stored on the City's system without prior notice to employees and, further, that under certain circumstances, communications sent by e-mail may be discoverable in lawsuits and, under the California Public Records Act, the media or members of the public may obtain copies of certain employer e-mail records that qualify as documents required to be disclosed under the act.

Abuse or improper use of the computer systems, such as unprofessional or sexually explicit comments, messages that are derogatory, defamatory or obscene or otherwise inappropriate, is prohibited.

- ◆ *Except* for the right of the City of Carpinteria to access voice-mail and e-mail messages as described in this policy, all messages sent by voice-mail and e-mail are considered to be confidential and, as such, are to be accessed only by the addressed recipient or at the direction of the addressed recipient. Information or messages from a voice-mail or e-mail system will be revealed only to authorize personnel and disclosed only on a legitimate need-to-know basis.
- ◆ Although voice-mail, e-mail and other computer systems may accommodate the use of passwords for security, the reliability of passwords for maintaining confidentiality cannot be guaranteed. All passwords must be made known to the City in writing and passwords not known to the City may not be used. The use of encryption software is prohibited unless approved, in writing, by the City.

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- ◆ The City reserves the right to monitor, review and audit all City equipment and matters sent over and/or stored in the system to ensure that these media are being used in compliance with the law and the City policy.
- ◆ Voice-mail, e-mail and other computer generated or stored messages may not contain material that may reasonably be considered offensive or disruptive to any employee, including, but not limited to, sexual comments or images, racial slurs, gender-specific comments or any comments that might offend someone based on his/her age, gender, sexual orientation, race, religious or political beliefs, national origin or disability.
- ◆ Employees may not install software on the computer system, even on a temporary basis, without the written approval of the City.

#### APPLICATION

This policy applies to all employees and applicants for positions with the City of Carpinteria.

The City reserves the right to prohibit the use of voice-mail and e-mail for the conduct of personal business when deemed appropriate.

#### EMPLOYEE RESPONSIBILITY

- Employees will be required to acknowledge that they have read, understand and will abide by the agency's technology policy. Violation of the policy may result in discipline, up to and including dismissal.
- To the extent that, under some circumstance, an employee is allowed to use e-mail for personal purposes the employee does so at his or her own risk. Employees should be aware that deletion of a message or file may not fully eliminate the message from the system.
- ◆ Employees learning of any misuse of the voice-mail, e-mail or other computer system or violations of this policy shall immediately notify the City Manager or his/her designee.

#### MANAGEMENT RESPONSIBILITIES AND GUIDELINES

Management and supervisors are responsible for reasonable enforcement of this policy. Any e-mail information or messages revealed or disclosed under this policy are considered to be of a confidential nature.

#### EMPLOYEE ACKNOWLEDGEMENT

I have read, understand and agree to abide by the foregoing City policy regarding Public Employee Use of Telecommunication Equipment, Electronic Mail, Voice-Mail and Computer Systems.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX C**



*City of Carpinteria  
Human Resources Division  
5775 Carpinteria Ave.  
Carpinteria, CA 93013  
(805) 684-5405 x 404*

**MEMORANDUM**

**DATE:** June 8, 2012

**TO:** Cynthia Goena, Bruce Corsaw, SEIU Representatives  
Lorena Esparza, Luis Mendoza, Employee Representatives

**FROM:** David Durflinger, City Manager

**RE:** Labor Management Committee

The parties agree to meet in a joint Labor/Management Committee to discuss issues of mutual concern. The Labor Management Committee shall be comprised of two (2) members of the Union, a Union Representative, the Human Resources/Risk Manager and the City Manager or his designee. The purpose of the Committee is to discuss issues that contribute to or detract from positive, productive employee-employer relations involving employees in the Union, and to discuss budget update information. The Committee shall meet in October and April of each year, and as needed at other times by mutual agreement. The Committee shall meet during normal working hours, and the employees shall be entitled to release time in accordance with section 19 of this Agreement. Meetings under this provision shall not be considered meet and confer sessions.

**APPENDIX D**

**CITY OF CARPINTERIA**

**GENERAL SERVICES, PUBLIC WORKS, PARKS AND FACILITIES  
EMPLOYEE CLASSIFICATION PLAN**

**BASE COMPENSATION RANGES**

**POSITION**

Administrative Assistant I/II (CDD)	108-114
Office Assistant I/II	98-102
Lead Maintenance Worker	113
Senior Parks & Facilities Maintenance Technician	113
Maintenance Worker I-II	104-110

## **APPENDIX E**

### **PROHIBITION OF HARASSMENT, DISCRIMINATION AND RETALIATION POLICY**

#### **A. PURPOSE**

It is the City's intent and the purpose of this Policy to provide all employees, officers and officials, applicants, interns, volunteers and contractors with an environment that is free from any form of unlawful harassment, discrimination or retaliation as defined in this Policy and as provided under federal and state law. This Policy prohibits unlawful harassment or discrimination on the basis of any of the following protected classifications: an individual's race, religion, color, sex (which includes gender, pregnancy, childbirth or related medical conditions), gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, military and veteran status, veteran status, marital status, age for individuals over forty years of age, medical condition, physical or mental disability (whether perceived or actual), genetic information, and any other factor made unlawful by federal, state, or local law.

It is also the policy of the City to provide a procedure for investigating and addressing complaints of alleged harassment, discrimination and retaliation in violation of this Policy. The protection from harassment and discrimination includes protection from retaliation against an employee for his or her having taken action either as a complainant, or for assisting a complainant in taking action, participating in an investigation, or for acting as a witness or advocate on behalf of an employee in a legal or other proceeding to obtain a remedy for a breach of this Policy.

#### **B. POLICY**

The City has zero tolerance for any conduct that violates this Policy. Conduct need not rise to the level of a violation of law in order to violate this Policy. Instead, a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions. If you are in doubt as to whether or not any particular conduct may violate this Policy, contact a manager, department head, or the Human Resources/Risk Manager, and, if applicable, do not engage in the conduct and seek guidance from a manager, department head or the Human Resources/Risk Manager.

#### **C. DEFINITIONS**

##### **a. Protected Classifications:**

This Policy prohibits harassment or discrimination because of an individual's protected classification(s). "Protected Classification" includes race, religion, color, sex (which

includes gender, pregnancy, childbirth or related medical conditions), gender identity or expression, sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, citizenship status, military status, veteran status, marital status, age, medical condition and physical or mental disability (whether perceived or actual).

**b. Policy Coverage:**

This Policy prohibits City officials, officers, employees, interns and contractors from harassing or discriminating against applicants, officers, officials, employees, interns and contractors because: (1) of an individual's Protected Classification, (2) of the perception that an individual has a Protected Classification, or (3) the individual associates with a person who has or is perceived to have a Protected Classification. Third parties such as visitors to City Hall are also prohibited from engaging such harassment or discrimination. Any such alleged harassment or discrimination should be reported immediately as provided in this Policy.

**c. Discrimination:**

This Policy prohibits treating individuals differently or otherwise discriminating against an individual because of the individual's Protected Classification as defined by this Policy.

**d. Harassment:**

By definition, harassment based on an individual's protected classification as defined by this policy, including sexual harassment, is not within the course and scope of an individual's employment with the City. Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive or hostile working environment or interferes with work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment. Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or cartoons regarding an employee's Protected Classification. The following are some examples of behavior that can constitute harassment:

**a. Verbal harassment**, such as epithets (nicknames and slang terms), derogatory or suggestive comments, jokes or slurs, including graphic verbal commentaries about an individual's body, or that identify a person on the basis of his or her Protected Classification. Verbal harassment may include comments on appearance and stories that tend to disparage those of a Protected Classification.

**b. Visual forms of harassment**, such as derogatory posters, notices, bulletins, cartoons, drawings, sexually suggestive objects, or e-mails on the basis of a Protected Classification.



c. **Physical harassment**, such as assault, touching, impeding or blocking movement, grabbing, patting, propositioning, leering, making express or implied job related threats in return for submission to physical acts, mimicking, taunting, or any physical interference with normal work or movement.

d. **Sexually harassing conduct** in particular includes all of these prohibited actions as well as other unwelcome conduct such as requests for sexual favors, unwelcome sexual advances, or verbal or physical conduct of a sexual nature (like name calling, suggestive comments, or lewd talk).

e. **Romantic or sexual relationships** between supervisors and subordinate employees are discouraged. There can be an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing. To avoid possible claims of sexual harassment, if a supervisor or manager intends to enter into a romantic or sexual relationship with a subordinate employee, the supervisor or manager must inform the Human Resources/Risk Manager so that appropriate steps can be taken to minimize the risk of possible claims of sexual harassment.

#### **D. RETALIATION**

Retaliation against an employee who reports or provides information in good faith about harassment or discrimination is strictly prohibited, as is retaliation against an employee for his or her having taken action either as a complainant, or for assisting a complainant in taking action, participating in an investigation, or for acting as a witness or advocate on behalf of an employee in a legal or other proceeding to obtain a remedy for a breach of this Policy. Any act of retaliation violates this Policy and will result in appropriate disciplinary action. Examples of actions that might be retaliation against a complainant, witness or other participant in the complaint process include: (1) singling a person out for harsher treatment; (2) lowering a performance evaluation; (3) failing to hire, failing to promote, withholding pay increases, assigning more onerous work, abolishing a position, demotion or discharge; or (4) real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.

Before a supervisor or manager attempts to insulate or protect a complainant by changing his or her work environment or schedule or duties or by transferring the complainant to another position or location, the supervisor or manager should contact the Human Resources/Risk Manager.

#### **E. REPORTING HARASSMENT, DISCRIMINATION OR RETALIATION**

An applicant, employee, officer, official, intern, volunteer or contractor who feels he or she has been harassed, discriminated against or retaliated against in violation of this Policy

should report the conduct immediately as outlined below so that the complaint can be resolved quickly and fairly.

All employees involved in the complaint process may be represented by a person of their choosing and at their own expense.

### **1. Object to the Conduct**

Sometimes an individual is unaware that his/her conduct violates this Policy. In these situations the offensive behavior may be eliminated by simply informing the offender that the conduct or language in question is unwelcome and offensive and request that it be discontinued immediately.

A person who believes he/she is being harassed is encouraged, but is not required to use this process. When the conduct in question continues after the offending person has been informed it is offensive, or if a person does not feel comfortable talking to the offending person directly, the employee should make a report in accordance with subsection 2 or 3 below.

### **2. Oral Report**

If a person who believes that this Policy has been violated does not want to first speak with the offending person, he/she should report the conduct to a supervisor, any City management employee, or the Human Resources/Risk Manager. Any supervisory or management employee who receives such a report must in turn direct it to the Human Resources/Risk Manager. The Human Resources/Risk Manager will determine what level of investigation and response is necessary.

### **3. Written Process**

An individual who believes this Policy has been violated and does not feel comfortable using the process outlined above may provide a written complaint to a supervisor, or any management employee who in turn must direct the complaint to the Human Resources/Risk Manager, or to the Human Resources/Risk Manager directly.

## **F. CITY'S RESPONSE TO COMPLAINT OF HARASSMENT, DISCRIMINATION OR RETALIATION**

### **1. Investigation**

Upon receipt of a complaint of alleged harassment, discrimination or retaliation, the Human Resources/Risk Manager will be responsible for coordinating a thorough investigation (unless he/she is named in the complaint). The Human Resources/Risk Manager may hire an outside investigator if the City deems appropriate. The type of an 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 Human Resources/Risk Manager. The Human Resources/Risk Manager will report the status of investigations to the City Manager as appropriate.

The Human Resources/Risk Manager in concurrence with the City Manager, 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 or the Human Resources/Risk Manager determines that doing so is appropriate under the circumstances.

The City attempts to take a proactive approach to potential Policy violations and may conduct an investigation regarding possible harassment, discrimination or retaliation in appropriate circumstances, regardless of whether or not the recipient of the alleged action or a third party reports a potential violation.

At the conclusion of the investigation, if it is determined that the alleged conduct did not occur or that this Policy was not violated, the Human Resources/Risk Manager will notify the complainant and the alleged perpetrator, if appropriate, of the general conclusion(s) of the investigation and whether any further action is warranted.

## **2. Remedial and Disciplinary Action**

If the investigation determines that the alleged conduct occurred or that the conduct otherwise violated this Policy, the City will notify the complainant and perpetrator of the general conclusion(s) of the investigation and take effective remedial action that is designed to discipline the perpetrator and deter future violations of this Policy. Any employee or officer 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 condones or fails to report potential violations of this Policy, or who otherwise fails to take appropriate action to enforce this Policy.

Any official contractor or other non-City employee found to have violated this Policy will be subject to appropriate sanctions.

## **3. Confidentiality**

Every reasonable effort will be made to assure the confidentiality of complaints made under this Policy. Complete confidentiality cannot occur, however, due to the need to fully investigate potential Policy violations and take effective remedial action.

**G. RESPONSIBILITIES OF EMPLOYEES, MANAGEMENT AND SUPERVISORY EMPLOYEES**

**1. Employees**

In order to establish and maintain a professional working environment, while at the same time preventing harassment, discrimination, and retaliation, employees are expected to:

- Set an example of acceptable conduct by not participating in or provoking behavior that violates this Policy. Try not to be angry or insulted if an individual tells you that your behavior is offensive. People have different ethical values and standards and may be offended by behavior you think is proper. When appropriate, tell the individual you did not realize your behavior was offensive, and immediately cease the conduct.
- Let fellow employees know when you consider behavior offensive. The City hires people from a wide variety of cultural and ethnic backgrounds, and an individual may not realize behavior he or she thinks is proper could be seen by others as offensive.
- Report harassment, discrimination or retaliation as quickly as possible, whether the reporting employee is the target of the conduct or a witness.
- If an employee witness's harassment, he or she should report it to a supervisor, manager or the Human Resources/Risk Manager, and may tell the individual being harassed that the City has a policy prohibiting such behavior, and that he or she can demand that the harasser cease the behavior or report is under this Policy.
- Fully cooperate with the City's investigation of complaints made under this Policy.

**2. Managers and Supervisors**

In addition to the responsibilities listed above, managers and supervisors are responsible for the following:

- Implementing this Policy by taking all complaints seriously and modeling behavior that is consistent with this Policy. Direct all complaints to the Human Resources Administrator.
- Take positive steps to eliminate any form of harassment, discrimination or retaliation observed or brought to his/her attention.
- No department director, manager, supervisor or other employee may retaliate through any action of intimidation, restraint, coercion or discrimination.

- Monitoring the work environment and taking appropriate action to stop potential Policy violations.
- When appropriate, follow up with those who have complained to ensure the behavior complained of has ceased.

**H. Option to Report to Outside Administrative Agencies**

Sexual harassment and retaliation for opposing sexual harassment or participating in investigations of sexual harassment are illegal. In addition to notifying the City about harassment or retaliation complaints, affected employees may also direct their complaints to the California Department of Fair Employment and Housing (DFEH), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one (1) year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Council (FEHC) or file a lawsuit in court. Both the FEHC and the courts have the authority to award monetary and non-monetary relief in meritorious cases. You can contact the nearest DFEH office or the FEHC at the locations listed in the City's DFEH poster or by checking the state government listings in the local telephone directory.

## **APPENDIX F**

### **RETURN TO WORK POLICY**

#### **Purpose**

The purpose of this policy is to establish guidelines that the City may follow, should an employee have an extended absence due to illness or injury.

The City strives to assist employees to return to work at the earliest possible date following an injury or illness. However, this policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation or covered under leave provisions under the terms of this MOU or federal or state law.

The City cannot guarantee a transitional position and is under no obligation to offer, create or encumber any specific position for purposes of offering placement to such a position.

Inquiries about the reasonable accommodation for disabilities or employee leave rights should be directed to the Human Resources Department (HR).

#### **Transitional Work**

The City defines "transitional work" as temporary, light duty and/or modified work assignments within the employee's physical abilities, knowledge and skills.

When possible, in the discretion of the City, transitional positions will be made available to injured workers to minimize or eliminate time lost from work.

The policy only applies to regular full- and part-time employees who are on leave as a result of injury or illness.

In the event an employee refuses transitional work (outside the qualified employee's FMLA/CFRA benefits period) and the employee satisfies the restrictions and ability to perform the transitional position, the City is not obligated to provide an alternative position. In such cases, the City will notify the insurance carrier of the employee's refusal of the transitional work.

#### **Procedures**

To obtain a transitional assignment the employee must provide a statement from the employee's treating health care professional containing the following information:

- a) That treating health care professional has reviewed the employee's job description;

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- b) That the employee cannot perform all of the essential functions of her/his job, identifying which essential functions cannot be performed;
- c) When the employee will be able to resume performing all essential functions of her/his job, with or without accommodation, and if accommodation will be required, the nature of that accommodation;
- d) If the treating health care practitioner cannot determine when the employee will be able to resume performing all essential functions of her/his job, when the employee will next be evaluated for that purpose;
- e) In addition, all other work limitations, such as restrictions on lifting, standing, sitting, walking, hours that can be worked and the like, so that the nature of possible transitional employment can be evaluated, and how long each of those limitations will be in place; and
- f) Any other limitation of the employee's ability to perform work for the City in a transitional position

If the treating health care provider provides the above information to the satisfaction of the City, and releases the employee to return to work on modified duty the City will review the information to determine if a transitional position for the employee is appropriate and transitional work falls within City business needs. Transitional positions are developed based on the physical capability of the worker, the business needs of the City and the availability of transitional work. The City will determine appropriate work hours, shifts, duration and locations of all work assignments. The City reserves the right in its sole discretion to determine the availability, appropriateness and continuation of all transitional work assignments. The assignment to a transitional position cannot exceed 6 months.

If the employee is offered a transitional position, a transitional position job description, including physical requirements, will be prepared for review and approval by the treating health care provider. Once approved, the employee will be provided a letter noting the treating health care provider's approval and the start date, hours, wage, duration and location of the transitional work assignment. The employee will be asked to sign the letter indicating his or her acceptance or refusal of the transitional work job offer and to return the letter to HR.

Any employee returning to a transitional position must not exceed the duties of the position or go beyond the doctor's restrictions. If any medical restrictions change, the employee must immediately notify his or her supervisor and provide the supervisor a copy of the new medical release. If, in the judgment of the City, the employee is unable to satisfactorily perform the duties of the transitional position, the City may end the employee's transitional work assignment. The City will keep its insurance carriers apprised of relevant information related to the provisions of this section and its application to employees.

## **APPENDIX G**

### **SUBSTANCE ABUSE POLICY**

This policy sets forth the rights and obligations of City employees. Employees should familiarize themselves with the provisions of this policy **BECAUSE COMPLIANCE WITH THIS POLICY IS A CONDITION OF EMPLOYMENT.**

#### **I. PURPOSE**

The City of Carpinteria, in its efforts to provide a drug and alcohol free environment, has adopted this Drug and Alcohol Free Workplace Policy. It is the purpose of this policy to eliminate alcohol and drug abuse by City Employees and its effects in the workplace. The presence of drugs and alcohol on the job and the influence of these substances on employees during working hours jeopardizes the safety of employees, the public, and the efficiency of City operations. It is the intent of the City, in adopting this policy, to meet the requirement of the Drug Free Workplace Act of 1988 (41 U.S.C. Section 701-707).

#### **II. POLICY**

In recognitions of the duties entrusted to the employees of the City of Carpinteria and with knowledge that drugs and alcohol hinder a person's ability to perform job related duties safely and effectively, the City of Carpinteria adopts the following policy:

1. The use, possession, manufacture, dispensation or distribution of drugs and alcohol is prohibited:
  - a. in the workplace;
  - b. while on City time;
  - c. in City vehicles or facilities except as defined in City's facilities use policies;
  - d. prior to coming to work, so that the employee's performance is impaired.
2. The City is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled under federal law.
3. The City has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug



problems (as well as for a variety of other personal problems). Employees may seek confidential assistance from the EAP counselor.

### **III. APPLICATION**

1. This policy applies to all full time, part time and temporary employees, and to all applicants for positions with the City. This policy applies to alcohol and all substances, drugs or medications, legal or illegal, which impair an employee's ability to effectively and safely perform his/her job duties.
2. A copy of this policy will be provided to all City employees.
3. A drug-free awareness program will be established to inform employees of the dangers and penalties of drug use in the workplace and of available counseling, rehabilitation and employee assistance programs.
4. Violations of the policy may result in disciplinary action being taken, up to and including termination.

### **IV. DEFINITIONS**

For the purposes of this policy:

"Illegal drugs" means any drug or controlled substance that is not legally obtainable or is legally obtainable but has not been legally obtained. Consistent with federal law, marijuana is considered an illegal drug, and consistent with the Federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act, the restrictions related to illegal drugs under this Policy also apply to marijuana.

#### **A. EMPLOYEE QUESTIONS**

Employees shall refer any questions regarding rights and obligations under this policy to Human Resources or to the union.

#### **B. PROHIBITIONS**

The following conduct is prohibited and may result in discipline, up to and including termination:

1. The use, possession, manufacture, dispensation or distribution of drugs and alcohol is prohibited:
  - a. in the workplace;
  - b. while on City time;

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- c. in City vehicles or facilities except as defined in City's facilities use policies;
  - d. prior to coming to work, so that the employee's performance is impaired.
- 2. Reporting for duty or remaining on duty while having an alcohol blood concentration level of 0.08 or greater.
  - 3. Being on duty or operating a vehicle on duty while possessing alcohol.
  - 4. Using alcohol while on duty.
  - 5. Reporting for duty or remaining on duty when the employee used any controlled substances, except of the use is pursuant to the written instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform their job.
  - 6. Reporting for duty or remaining on duty if the employee tests positive for controlled substances.
  - 7. Refusing to submit to any alcohol or controlled substances test required by this Policy. A covered employee who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who tested 0.08 or greater on an alcohol test or tested positively on a controlled substances test.

A refusal to submit to an alcohol or controlled substances test required by this Policy includes, but is not limited to:

- a. A refusal to provide a urine sample for a drug test;
- b. An inability to provide a urine sample without a valid medical explanation;
- c. A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test;
- d. An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;
- e. Tampering with or attempting to adulterate the urine specimen or collection procedure;
- f. Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested (the time allotted shall be reasonable. In most cases the City will provide transportation to and from the collection site.);
- g. Leaving the scene of an accident without a valid reason as to why authorization from a supervisor or manager who shall

determine whether to send the employee for post-accident controlled substances and/or alcohol test was not obtained.

**C. USE OF LEGAL DRUGS**

The City recognizes that it may be necessary for employees to use legal drugs from time-to-time. The City also recognizes that an employee who is using legal drugs might become impaired by the drug such that the employee's ability to perform or to perform safely would be compromised. Employee who knows or should know that their use of legal drugs might endanger their own safety or the safety of some other person, or pose a risk of significant damage to City property or the property of others, are obligated to report such use of legal drugs to Human Resources or the City Manager and obtain Human Resources' or the City Manager's consent to continue working. The City reserves the right to have a designated physician determine whether it is advisable for the employee to continue working while taking such drugs. The City further reserves the right to have the employee's physician certify that when returning from a leave of absence, the employee will not be using any legal drugs which might impair the employee's ability to perform the employee's job duties for the City.

If appropriate, the City may restrict the work activities of an employee who is using legal drugs or require that the employee take a leave of absence while taking such drugs. If the City permits an employee to work while using legal drugs, the employee still cannot report to work in any case if impaired by the use of the drugs if the impairment might endanger the employee's own safety or the safety of anyone else, pose a risk of significant damage to City property or substantially interfere with the employee's job performance or the efficient operation of the City's business. The City may require a medical certificate not medical diagnosis as a precondition to return to work.

**D. CIRCUMSTANCE UNDER WHICH DRUG AND ALCOHOL TESTING WILL BE IMPOSED ON COVERED EMPLOYEES.**

**1. Drug and Alcohol Testing**

Applicants receiving a conditional offer of employment for certain designated positions, e.g. lifeguards, swim instructors, swim coaches, shall be subject to a urine and/or blood test for the presence of illegal drugs or alcohol. The City may refuse to employ an applicant whose test results show the presence of illegal drugs or alcohol. Applicants who are under a physician's care and/or are required to take legal drugs must notify Human Resources or its designee of that fact in writing before the date of the pre-employment examination. This applies to initial appointment as a classified employee only, and not to promotion within the service.

**2. Reasonable Suspicion Testing**

The City may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees who are reasonably suspected of using or being under the influence of a drug or alcohol at work, under the following circumstances.

a. "Reasonable suspicion" to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Examples of objective factors, include, but are not limited to a combination of: unusual behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, or other evidence of recent drug or alcohol use. If the City suspects drugs or alcohol may have played a role in an accident involving City property or equipment that will also constitute reasonable suspicion.

b. Document and Analysis: In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion in writing and analyze the matter with Human Resources or the City Manager, and if they are unavailable, the Department Head. Any reasonable suspicion testing must be pre-approved by Human Resources or the City Manager, and if they are unavailable, the Department Head.

c. Testing Protocol: If the documentation and analysis show that there is a reasonable suspicion of drug or alcohol abuse at work, and Human Resources or the City Manager, and if they are unavailable, the Department Head, has approved, the employee will be relieved from duty, transported to the testing facility and to their home after the test. The employee will be placed on sick or other paid leave until the test results are received.

d. Interview of Employee: An employee shall not be asked any questions without first being offered the right to have a representative present.

**3. Post-Accident Testing**

Post-accident drug and alcohol testing will be conducted on employees following an accident where reasonable suspicion indicators also exist to support the testing.

Alcohol: Post-accident alcohol test shall be administered within two hours following an accident and no test may be administered after eight hours.

Drug: A post-accident drug test shall be conducted within eight (8) hours following the accident.

An accident occurs when as a result of an incident involving a vehicle operated by a covered employee:

- (1) Any individual(s) receives an injury(s) requiring immediate hospital treatment, or
- (2) There is a recommendation by an on scene paramedic or medical professional that individual(s) involved in the accident should see a physician for injury(s) arising out of the accident.
- (3) A DMV Traffic Accident Report is required, i.e., the estimate of damage exceeds \$1,000.00 or the current DMV threshold, and either law enforcement or, in the absence of law enforcement, Supervisor, makes an on scene determination that the employee is at fault.

**4. Return To Duty/Follow-up Testing:**

A covered employee who has violated any of the prohibitions of this policy (See Section C) may be required to submit to a return to duty test before he/she may be returned to his/her position. The test result must indicate an alcohol concentration of less than 0.08 or a verified negative result on a controlled substances test.

**E. EMPLOYEE RESPONSIBILITIES:**

An employee:

1. Must not report to work, or be subjected to scheduled duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use.
2. Must not use, possess sell, purchase, manufacture, dispense or distribute, transport drugs or alcohol

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- a. in the workplace, or while conducting or performing City business, regardless of location, or while operating or responsible for the operation, custody, or care of City equipment or other property;
  - b. on City time;
  - c. in City vehicles or facilities except as defined in City's facilities use policies;
  - d. prior to coming to work, so that the employee's performance is impaired
3. Must notify his/her supervisor, before beginning work, when drugs (prescription or non-prescription) may interfere with the safe and effective performance of duties or operation of City equipment. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using prescribed drug, authorization from a qualified physician may be required.
4. Must notify his/her department head of any criminal drug or alcohol statute conviction, for a violation occurring in the workplace, no later than five (5) days after such conviction.
6. Who thinks he/she may have an alcohol or drug use problem is urged to voluntarily seek free confidential assistance from the City's Employee Assistance Program (EAP) counselor. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to job related performance problems.
7. Must notify his/her department head of all alcohol or criminal drug statute convictions no later than 5 days after such conviction. Off duty arrests or charges do not need to be reported and will not be used for disciplinary or employment purposes.
8. Must notify his/her supervisor, before beginning work, when drugs (prescription or non-prescription) may interfere with the safe and effective performance of duties or operation of City equipment.
9. Who thinks he/she may have an alcohol or drug use problem is urged to voluntarily seek free confidential assistance from the City's Employee Assistance Program (EAP) counselor. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to job related performance problems.

**F. MANAGERS' AND SUPERVISORS' RESPONSIBILITIES**

1. Managers and supervisors are responsible for enforcement of this policy and will inform the Department Head and the Human Resources Manager of any violations.
2. Employees who may have a suspected alcohol or drug use problem should be encouraged to voluntarily seek confidential assistance from the City's Employee Assistance Program (EAP).
3. When an employee is involved in an accident or there is reasonable suspicion, managers and supervisor shall prevent the employee from engaging in further work, remove the employee from the workplace, and then take the employee for a drug and/or alcohol test within the timelines outlined in Section D.2 above.

Managers and supervisors will participate in appropriate training on alcohol and drug abuse evaluation. When based on their direct observation, it is suspected that an employee may have illegal drugs, that manager would perform a written evaluation or request a trained evaluator to complete a written evaluation.

5. Managers and supervisors are responsible for complying with federal grant money including notification sanction associated with drug convictions or use of drugs in the workplace (41. U.S.C. Section 707-717).

**G. PROCEDURES TO BE USED FOR DETECTION OF DRUGS AND ALCOHOL**

**1. Alcohol Testing:**

Alcohol testing will be conducted by using an evidential breath device (EBT) approved by the National Highway Traffic Safety Administration. (Non-EBT devices may be used for initial screening tests.)

A screening test will be conducted first. If the result is an alcohol concentration level of less than 0.02, the test is considered a negative test. If the alcohol concentration level is 0.02 or more, a second confirmation test will be conducted. A positive test for alcohol means a confirmed alcohol concentration of 0.08 or more.

The procedures that will be utilized by the collection and testing of the specimen shall be the same as those required under the City of Carpinteria Drug and Alcohol Testing Policy Pursuant To Department of Transportation Regulations (49 CFR 40).

**2. Drug Testing:**

Drug testing will be considered pursuant to the same requirements as those required by the City of Carpinteria Drug And Alcohol Testing Policy Pursuant To Department Of Transportation Regulations (49 CFR Part 40).

- a. The urine specimen will be split into two (2) bottles labeled as primary” and “split” specimen. Both bottles will be sent to the lab;
- b. A positive test means a test that is positive for controlled substances under the Federal D.O.T. Urine Specimen Testing Levels. If the urinalysis of the primary specimen test positive for the presence of controlled substances, the employee has seventy-two (72) hours to request that the split specimen be analyzed by a different certified lab at the employee’s cost.
- c. The urine sample will be tested for the following: marijuana, cocaine, opiates, amphetamines, and phencyclidine;
- d. If the test is positive for one or more of the drugs, a confirmation test will be performed using gas chromatography/mass spectrometry analysis;
- e. All drug results will be reviewed and interpreted by a physician before they are reported to the employee and then to the City;
- f. With all positive drug tests, the physician (a.k.a. Medical Review Officer) will first contact the employee to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the MRO determines that there was legitimate medical use for the prohibited drug, the test result may be reported to the City as “negative.”

**3. Confidentiality:**

The confidentiality of records shall be maintained in the same manner as set forth in the City of Carpinteria Drug and Alcohol Testing Policy Pursuant to Department Of Transportation Regulations.

**H. CONSEQUENCES OF FAILING/REFUSING AN ALCOHOL AND/OR DRUG TEST:**

FAILING A PRE-EMPLOYMENT DRUG TEST WILL BE GROUNDS FOR REJECTION FROM EMPLOYMENT.



UPON FAILING A REASONABLE SUSPICION AND/OR POST-ACCIDENT  
ALCOHOL AND/OR DRUG TEST THE EMPLOYEE:

1. Will be removed from driving or operating any heavy or dangerous equipment;
2. May be disciplined up to termination. Failing/refusal to take a controlled substances/alcohol test may result in disciplinary action, up to and including termination.
3. May be allowed to sign a last chance agreement as an alternative to discipline which could require the employee to undergo treatment to cure his/her alcohol or drug abuse and be tested periodically. Generally, an employee who tests positive and has not been found to be using alcohol or drugs on-duty will be offered a last chance agreement. The City does not pay for this examination or any treatment. However, if the exam and/or treatment is covered by the employee's insurance policy, the employee may use the insurance policy to (help) pay for the covered expenses.
4. The employee may use leave bank hours compensatory time hours or leave without pay while undergoing treatment/rehabilitation.
5. May not be returned to his/her position until the employee submits to a return-to-duty controlled substances and/or alcohol test (depending on which test the employee failed) which indicates an alcohol concentration level of less than 0.08 or a negative result on a controlled substances test;
6. May be required to submit to unannounced follow-up testing after he/she has been returned to his/her safety-sensitive position for a period of one year

**J. EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The City has established an Employee Assistance Program to help employees who need assistance with alcohol and controlled substance abuse. Employees are encouraged to contact the Human Resources/Risk Manager for the number of the current EAP provider.

## **APPENDIX H**

### **CELL PHONE USE POLICY**

The City may provide certain employees with cellular phones that are to be used only for official City business. The City recognizes that employees may need to use their personal cell phone during working hours due to particular family or personal situations. Employees should limit their use of personal cell phones during working hours to reasonably necessary communications, and an employee's use of her/his personal cell phone should not interfere with City operations or the employee's performance of his/her job duties. If an employee abuses his/her use of his/her personal cell phone during working hours, the City Manager, in her/his discretion, may require that the employee not use his/her personal cell phones during working hours.

In compliance with California Motor Vehicle Code 23123, employees are not to dial cell phones while driving, except to call a public safety agency. Employees may not receive incoming calls unless the cell phone can be safely operated in a hands free mode. For employees with hands free cell phone operation, in the event an employee receives an incoming call while driving, the employee should either safely pull off the road to converse, inform the caller that he or she will return the call, or ask the caller to call again to allow the employee to reach a place where it is safe to use the phone. While driving, employees are prohibited from using their cell phones to text message, read or send email, or similar operations. While driving, employees are also prohibited from engaging in any activity or conduct that would constitute distracted driving or otherwise constitute an unsafe driving practice.

**APPENDIX I**  
**CITY PROPERTY POLICY**

Desks, file cabinets, lockers, computers, tools and other equipment are property of the City and must be maintained in good condition in accordance with the City's rules and regulations. They must be kept clean and are to be used only for work-related purposes. If City property is lost or damaged, report it to your supervisor at once. No City property may be removed from the premises without the prior authorization of your supervisor.

In order to ensure compliance with this provision and with the City's rules and regulations, the City reserves the right to inspect all City property, without notice to the employee and/or in the employee's absence.

For security reasons, personal belongings of value should not be left in the workplace.

Employees should take reasonable steps to protect City property from theft. Employees should immediately inform management if theft of City property is suspected. However, employees should not attempt to stop the theft of City property if doing so poses any risk whatsoever of endangering the safety of the employee or others.

Immediately upon termination of employment, all property of the City (keys, tools, manuals, etc.) must be returned to the City. All personal items should be removed at the time terminated employees leave the premises of the City. Unless otherwise agreed to in writing, if a terminated employee leaves personal items at the workplace, these items are subject to disposal if not removed within five (5) days of the date of the employee's termination.

## **APPENDIX J**

### **REASONABLE ACCOMMODATION POLICY**

The City of Carpinteria is committed to ensuring equal employment opportunities for disabled applicants and employees. It is the policy of the City of Carpinteria to comply with the Federal Americans with Disabilities Act ("ADA") and the California Fair Employment and Housing Act ("FEHA"). Every reasonable effort will be made to provide an accessible work environment for such employees and applicants. The City of Carpinteria will not discriminate against disabled employees. The City of Carpinteria provides reasonable employment-related reasonable accommodation(s) to permit an applicant or employee to perform the essential functions of the job, as defined by law, to qualified individuals with disabilities, and will engage in the interactive process within the meaning of the ADA and FEHA.