RESOLUTION NO. 6339

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA APPROVING AND ADOPTING REVISIONS TO THE CONDITIONS OF EMPLOYMENT FOR THE MISCELLANEOUS UNREPRESENTED AND MANAGEMENT PERSONNEL FOR FISCAL YEAR 2024-2025 AND SUPERSEDING RESOLUTION NOs. 6263 AND 6264

WHEREAS, the City of Carpinteria City Council recognizes that the Conditions of Employment (COE) for Miscellaneous Unrepresented and Management Personnel should be addressed separately from classified employees covered under the Memorandum of Understanding between the City of Carpinteria and the Service Employees International Union (SEIU) Local 620; and

WHEREAS, Miscellaneous Unrepresented and Management Personnel includes exempt and non-exempt positions as designated in Salary Schedule Resolution No. 6333; and

WHEREAS, on July 24, 2023, the Carpinteria City Council adopted Resolutions No. 6263 and 6264, approving COE for Miscellaneous Unrepresented and Management Personnel respectively; and

WHEREAS, staff conducted a review of both COE documents and identified significant overlapping language, recommending a merger of these documents for consistency and clarification of distinguishing characteristics; and

WHEREAS, the proposed merged COE document includes additional amendments to classification, works schedules, compensation and benefits, leaves, legal holidays, and fitness program designed to support employee well-being, operational and fiscal efficiency, best practices, and competitiveness in attracting and retaining a skilled workforce essential for delivering public services effectively; and

WHEREAS, the draft version of these changes was presented to all staff on April 25, 2024 and the Finance Committee on May 23, 2024, receiving positive feedback; and

WHEREAS, on June 24, 2024, a side letter was presented to SEIU outlining the proposed changes, with SEIU preferring to discuss the proposed changes in the future; and

WHEREAS, the City Council has reviewed the proposed revisions and finds them consistent with the City's interest in offering competitive compensation as part of the Staff Recruitment, Retention, and Development Program; and

WHEREAS, sufficient funding for the proposed changes was included in the Fiscal Year 2024-25 budget; and

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The revised Conditions of Employment for Miscellaneous Unrepresented and Management Personnel, attached hereto as Exhibit 1, effective July 1, 2024, is hereby approved and implementation by the City Manager is authorized; and

SECTION 2. Resolution No. 6339 supersedes Resolution Nos. 6263 and 6264.

PASSED, APPROVED AND ADOPTED on the 8th day of July, 2024, 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 8th day of July, 2024.

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

CITY OF CARPINTERIA

CONDITIONS OF EMPLOYMENT

EFFECTIVE JULY 1, 2024

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SECTION 1: CLASSIFICATION

Miscellaneous Unrepresented Personnel: For the purpose of the Conditions of Employment (COE), this category includes non-exempt full-time positions that are not classified as Management Personnel and are not represented by SEIU Local 620.

Management Personnel: For purposes of the COE, this category includes exempt, full-time positions designated as Executive Management, Mid-Management or Management.

Position titles, exempt status, management designation, and salary bands are set forth by salary resolution approved by the City Council.

1.1 EMPLOYER/EMPLOYEE RELATIONSHIP:

A. Employees in the Miscellaneous Unrepresented Personnel category are full-time employees. None of the positions are exempt from overtime requirements of the Federal Fair Labor Standards Act and, as with other non-exempt employees, all overtime must be authorized in advance (unless in emergency) by the affected employee's department head.

B. Employees in the Management Personnel category are classified as a salaried, at-will employee and not hired for any specified term. Accordingly, the employee is free to resign from their position at any time, with or without cause, upon oral or written notice to the City Manager and, similarly, the City may end its employment relationship with the employee or change their status (i.e., modify the position, implement a demotion, adjust wages, etc.) at any time, with or without cause, upon oral or written notice to the employee. None of the provisions of the COE for Management Personnel are intended to modify this employment relationship.

1.2 PERSONNEL RULES:

A. Miscellaneous Unrepresented employees are defined in the Personnel Rules, and those definitions are adopted for use in these COE as well. The City intends to continue to review and develop revised personnel rules, regulations, and grievance procedures, employee handbook, job classifications and job descriptions.

B. Management Employees serving in Executive Management, Mid-management, and Management positions are exempt from the City's Personnel Rules. They are "at-will" employees, serving at the pleasure of the City Manager. By the executive, administrative and/or technical nature of their positions, they have been determined to be exempt from the overtime requirements of the Federal Fair Labor Standards Act.

SECTION 2: WORK SCHEDULE

2.1 OVERALL POLICY FOR WORK SCHEDULES:

This policy provides a uniform set of guidelines relating to work hour schedules as set by the City. Alternate work schedules may be permitted or required of employees in those departments where

it will not result in a reduction in the quality of level of service as authorized by the appropriate Department Head and approved by the City Manager.

The City agrees that the normal regular work schedules for full time employees in the competitive service shall be eighty (80) work hours in a two-week period, i.e., every other week, employees may have a Regular Day Off. A Department Head has the discretion to assign the Regular Day Off within the two-week period. The Regular Day Off shall normally be part of three consecutive days, including a weekend.

A Department Head shall only require an employee to involuntarily transfer to a work schedule for good and sufficient business reasons.

Time sheets shall reflect 80 hours worked in the pay period unless a full day absence has been taken, or a partial day absence has been taken pursuant to Section 3.5, either of which should be reported using appropriate accruals.

Time sheets shall be electronically submitted in the City's electronic timekeeping system by each individual employee.

The work period shall be consistent with the provisions of the Fair Labor Standards Act (FLSA).

2.2 WORK SCHEDULES DEFINED

9/80 Work Schedule:

Employees permitted or required to work on a 9/80 schedule shall have their work week defined as forty (40) hours each week to comply with the provisions of the Fair Labor Standards Act (FLSA). For all employees working the 9/80 schedule, the workweek shall begin exactly four (4) hours after the start of their eight (8) hour shift on the day of the week which constitutes their alternating regular day off.

4/40 Work Schedule:

Employees who work a 4/40 work schedule typically work 10 hours/day for four (4) days. Regular work hours for the 4/40 schedule will be 10 hours/day.

5/40 Work Schedule:

Employees who work a 5/40 work schedule typically work eight (8) hours/day for five (5) consecutive days. Regular work hours for the 5/40 schedule will be eight (8) hours/day.

Flexible Work Schedules:

Consistent with the needs of the City (e.g., City Council Meetings, Boards, Commissions, and Committees, and other City special events), employees are not necessarily required to work a fixed schedule. Arrival and departure times, meal and break times, and the length of the workday may vary from time to time as determined by the Department Head. Flexible work schedule (Flextime) permits options for starting and quitting time. Example: Monday – Thursday, 7:00 a.m. – 6:00 p.m.; 1-hour lunch break. Over the course of an employee's normal work schedule, the employee shall utilize a combination of work time, annual leave time, holiday time, and/or other City authorized leave time equal to 80 hours.

Individuals may request flexible work schedules which meet their personal needs, however, the flex day selected is subject to the operational needs and requirements of the department as determined by the City Manager.

The program will be evaluated on an on-going basis regarding personal performance standards, as well as monitoring staffing needs to ensure that the public is being appropriately served. Continuation of such schedules shall be subject to review and approval of the City Manager.

SECTION 3: COMPENSATION AND BENEFITS

3.1 PAY STATUS:

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

- While working regular hours
- While on authorized Leave Bank hours
- While on authorized PTO Injured on Duty (IOD) status
- While on authorized jury duty
- Management Leave (Management employees)
- Compensatory time off (Miscellaneous employees)

The City Manager may authorize coverage of benefits on an individual basis for employees on authorized leave without pay for a period of up to four (4) months when it is deemed appropriate or is otherwise required by law.

3.2 METHOD OF PAYMENT:

Employees shall be paid on a bi-weekly basis and pay checks will 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 ensure that individual pay checks are available with a minimum of delay.

Employees are encouraged to take advantage of direct deposit of payroll checks. Upon request, payroll checks may be directly deposited to an employee's checking or savings account.

3.3 BASE WAGE ADJUSTMENT:

Employees may be eligible to have their base wages adjusted pursuant to the results of an annual performance-based employee evaluation and within the position salary range of the classification. The evaluation format shall be determined by the City Manager or their designee.

Employees hired or promoted on or before June 30, 2022 will have an annual evaluation on July 1 and effective the first full pay period after July 1, may be eligible to have their base wages adjusted pursuant to the results of an annual merit-based performance evaluation.

Employees hired or promoted on or after July 1, 2022 will receive a 12-month evaluation on the one-year anniversary date of hire or promotion and may be able to have their base wages adjusted

pursuant to the results of the evaluation and within the position salary range of the classification. Each year thereafter, the employee will have an annual evaluation on their anniversary date of hire or promotion.

A. The result of the Performance Rating shall be used by the City Manager to determine the appropriate increase to the base wage as illustrated in the Merit Increase Matrix. The exact increase within the range provided for in the Matrix shall be determined by the City Manager. The City Manager may approve an additional merit increase up to 10%.

B. For Fiscal Year 2024-25 (effective July 1, 2024):

   a. A performance-based merit increases will be a maximum of five percent (5%) and within the salary range of the employee's classification.

   b. A 3.9% cost of living adjustment (COLA) will be applied to the salaries of Management and Miscellaneous staff, based on the California Consumer Price Index (CPI) for March 2024, specific to the Los Angeles-Long Beach-Anaheim area. For new hires, this COLA will be prorated according to their date of hire.

MERIT INCREASE MATRIX*

	Salary Relative to Position Control Point		
Rating	84.2105% to 94.7368%	94.7369% to 105.2632%	105.2633% to 115.7895%
4.6 and Above	8.0000%	7.0000%	6.0000%
4.4	7.5000%	6.5000%	5.5000%
4.2	7.0000%	6.0000%	5.0000%
4.0	6.5000%	5.5000%	4.5000%
3.8	6.0000%	5.0000%	4.0000%
3.6	5.5000%	4.5000%	3.5000%
3.4	5.0000%	4.0000%	3.0000%
3.2	4.5000%	3.5000%	2.5000%
3.0	4.0000%	3.0000%	2.0000%
Less than 3.0	0.0000%	0.0000%	0.0000%

*Note: For Fiscal Year 24-25, the maximum merit increase will be capped at 5%.

C. All wage increases are subject to availability of funds as authorized by City Council.

OUTSTANDING OBLIGATIONS UPON TERMINATION:

If an employee has any outstanding obligations due to the City, such as advance use of any benefits or lost or damaged equipment, at the time of termination, the employee will be so notified and requested to reimburse the City for any such outstanding obligations due to the City.

3.4 REPORTING HOURS WORKED:

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.

3.5 BREAKS:

Each affected employee shall be entitled a thirty (30) up to a sixty (60) minute unpaid lunch period and two paid breaks per eight-hour working day. The morning break and the afternoon break are 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.

Breaks do not accumulate and will coordinated with the employee's supervisor.

3.6 OVERTIME RECORDS (Miscellaneous Employees):

Employees shall accurately report all overtime in hours actually worked on their biweekly timesheet. The Finance Office shall convert all reported overtime hours worked to time and one-half, identify reported overtime hours worked as regular overtime hours and/or premium overtime hours 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.

3.7 OVERTIME COMPENSATION (Miscellaneous Employees):

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

A. Timesheets determine actual hours worked by calculating the elapsed time between clock in times and clock out times in quarter hour increments. See Section 3.5 (Reporting Hours Worked).

B. PTO, holiday, compensatory time off and other time not actually worked are not counted as hours worked for overtime purposes.

C. 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.

D. 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.

E. 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.

F. Overtime hours are multiplied by 1.5 the regular rate of pay and the resulting hours are added to the employee's overtime bank.

G. 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.

H. 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.

I. 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.

J. 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.).

K. 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.

L. 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 balance of the pre-designated amount remains, said 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.

M. 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.

3.8 CALLBACK PAY (Miscellaneous Employees):

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, or Department Head 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.

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.

In the event a call-out exceeds two (2) hours in actual time for an 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.

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.

3.9 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.

3.10 STANDBY PAY (Miscellaneous Employees):

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 miscellaneous unrepresented 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 to 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.

SECTION 4: LEAVE REGULATIONS

4.1 MANAGEMENT LEAVE (Management Employees)

Management employees designated as Executive Management, Mid-management, or Management are exempt from overtime and are entitled to Management Leave in accordance to the Management Leave Schedule. New hires in management positions and employees promoted into management position shall receive prorated Management Leave hours based on date of hire or promotion.

Effective July 1, 2024, Flextime hours will be removed from an employee's bank. Flextime hours for Calendar year 2024 will be prorated in accordance to the Management Leave Schedule.

Management Leave hours will be applied annually to an employee's Management Leave bank beginning with the first full pay period of the Calendar Year. All such Management Leave must be taken by the end of the last pay period of the calendar year. There shall be no carryover unless authorized by the City Manager. Management Leave shall not be paid out at separation of converted to compensation in any form.

The City Manager may grant up to 20 hours of additional Management Leave. The request for additional Management Leave hours must be submitted by the employee's Department Director with the justification detailing the request for extra hours.

Management Leave Schedule (Calendar Year)

Executive Management	Mid-Management	Management
80	60	40

4.2 ANNUAL PERSONAL TIME OFF (PTO) LEAVE:

Annual PTO for regular full-time employees is inclusive of all leave benefits (vacation and sick and can be used for vacations, personal time off, sick leave purposes and other time away from work consistent with the terms of this section. The use of Annual PTO leave for "Sick Leave Purposes" means 1) time off to diagnose, care or treat an existing health condition, or for preventive care for the employee or for the employee's child, spouse, domestic partner, parent, parent of employee's spouse or domestic partner, grandparent, grandchild, or sibling; and 2) time off for employees who are victims of domestic violence, sexual assault, or stalking may also use annual leave to seek medical attention, obtain services from a shelter or crisis center, obtain counseling, or go to court.

Employees covered in this Conditions of Employment, who have served less than thirty (30) days within a year of the commencement of employment in the service of the City are not eligible for Annual PTO. However, leave credits for the time will accrue for each such regular full-time employee.

4.3 ANNUAL PTO BANK:

In place of separate leave accrual for vacation and sick leave employees will accrue leave in accordance with the Annual PTO schedule. Employees are encouraged to maintain Annual PTO balance as a protection against the adverse effects of short- or long-term absences due to a major illness or injury.

4.4 LEAVE ACCRUAL:

Full-time employees shall accrue and receive Annual PTO in accordance with the Annual PTO Schedule (Section 4.5) and the following provisions:

A. Annual PTO time will accrue on a bi-weekly basis for twenty-six (26) pay periods a year.

B. Each permanent and probationary full-time employee shall have Annual PTO time accrue for each pay period starting from the first day of appointment.

C. Accrual rates are based on years of service

4.5 ANNUAL PTO ACCRUAL SCHEDULE:

Effective the first full pay period of Fiscal Year 2024-25, employees will accrue bi-weekly Annual PTO hours in accordance to the Annual PTO schedule.

Employees whose current Annual PTO accrual exceeds their placement on the Annual PTO schedule will remain at their current accrual amount until reaching the threshold of additional years of service, which places them accordingly (see table below). For example: An employee is currently at 14 years of service and is accruing 248 annual leave hours. The employee will continue to accrue 248 annual hours until reaching the next tier of accrual at 16 years of service, at which time they will accrue 264 hours per year.

Annual PTO Schedule

Years of Service	Annual Accrual (Hrs./Yr.)	Bi-Weekly Accrual (Per Pay Period)	Days/Yr.	Max Accrual (1.5 times Accrual)
0 to 2	168	6.4616	21	252
3 to 5	192	7.3846	24	288
6-10	216	8.3077	27	324
11-15	240	9.2308	30	360
16-20	264	10.1538	33	396
21+	288	11.0769	36	432

4.6 NOTIFICATION FOR USE OF LEAVE BANK:

Except for annual leave used for Sick Leave Purposes, in cases of emergency or when the need to use leave time is not otherwise reasonably foreseeable, notification for use of leave bank hours will be as follows:

Employees are required to make written requests through the appropriate supervisory channels for the use of accrued leave time. The written request shall be submitted at least two (2) full working days in advance for leave requests of up to four (4) working days; for leave requests of five (5) working days or more, the written request shall be submitted at least ten (10) working days, but not earlier than ninety (90) 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.

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.

Where use of accrued leave time is requested for Sick Leave Purposes, in cases of emergency or when the need to use leave time is not otherwise reasonably foreseeable, notification for use of leave bank hours will be as follows:

Where the need to use annual leave for Sick Leave Purposes is foreseeable, employees must provide reasonable advance notice, orally or in writing, to their supervisor or Human Resources. If the request for the use of five (5) or more days of leave time is related to plan medical treatment, when possible, the employee should make the request for use of leave time at least ten (10) working days in advance. When the need to use annual leave for Sick Leave Purposes is not foreseeable, is being used in cases of emergency or when the need to use leave time is not otherwise reasonably foreseeable, employees are required to notify their supervisor or Human Resources, orally or in writing, as soon as practicable.

4.7 UNAUTHORIZED LEAVE

An employee's absence shall be unauthorized if the employee does not report their absence to their supervisor or Human Resources as required under section 4.7.

4.8 ANNUAL PTO BANK ACCUMULATION

The maximum amount of Annual PTO accrual shall not exceed one and a half (1.5) times the annual amount accrued by an employee according to their years of service. For example: An employee is at five (5) years of service and accrues 192 hours of Annual PTO. The maximum accrual for the employee is 288 hours (192 hours x 1.5 = 288 hours).

4.9 ANNUAL PTO BANK CASH-OUT/OPTIONS

A. During the month of December, an employee may elect to convert up to eighty (80) hours of any unused Annual PTO hours accrued 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 eighty (80) Annual PTO hours in their Annual PTO bank and has used at least forty (40) PTO hours within the calendar year. 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 balance of the pre-designated amount remains, said 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.

B. 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.

4.10 ANNUAL PTO 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 City’s deferred compensation 457 plan.

If a retiring employee terminates employment during the year and is legally entitled to a distribution of unused Annual PTO, the employee may submit, in writing, their request for the City to "hold" payment of their 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.

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 as outlined under Section 3.6 Outstanding Obligations Upon Termination.

4.11 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 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

Eligibility

The City provides eligible employees the opportunity to take unpaid leaves of absence for specific reasons in accordance with California's 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.

FMLA Leave

A. Permissible Uses

a. "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.

b. "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."

c. "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:

d. 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

e. 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

a. 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.

b. 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.

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:

A. 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

B. 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.

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.

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.

Leave's Effect on Pay

Except to the extent that other paid leave time 1s substituted for FMLA/CFRA Leave, FMLA/CFRA Leave is unpaid.

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.

Procedure for Requesting Family Care and Medical Leave

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.

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.

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.

Pregnancy Disability Leave (POL)

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.

A. 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.

B. The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.

C. 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.

D. 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:

A. The date on which the employee becomes disabled due to pregnancy or the date of the medical advisability for the transfer;

B. the probable duration of the period(s) of disability or the period (s) for the advisability of the transfer, and

C. 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.

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.

4.12 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 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.

4.13 CONFLICT OF LAWS

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

SECTION 5: LEGAL HOLIDAYS

5.1 DESIGNATED LEGAL HOLIDAYS:

The City has established the following schedule of days that shall be observed as legal holidays by all affected regular full-time employees, at which time the City's administrative offices will

be closed. The City observes twelve holidays and provides three (3) eight (8)-hour Floating Holidays.

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Friday following Thanksgiving	4th Friday in November
Christmas Eve	The day before or after*
Christmas Day	December 25
New Year’s Eve	The day before or after*
Floating Holiday	Three Eight-Hour Days (24 Hours)

*As determined by the City Council

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.

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.

Nothing in this Conditions of Employment 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.

5.2 FLOATING HOLIDAY

Floating Holiday: In the first pay period each January, full-time employees shall be granted three (3) eight-hour Floating Holidays (24 hours), to be scheduled and taken in accordance with the best interest of the City and the department or division in which the employee is employed.

Effective the first full pay period of July 2024, employees will receive prorated 12 Floating Holiday hours for the 2024 calendar year. Employees hired during the calendar year will receive prorated Floating Holiday hours based on date of hire. Floating Holiday hours shall be used in the calendar year in which they are earned, have no cash value, and shall not be paid out or carried forward; and therefore, agreement to this section constitutes a waiver of Labor Code section 227.3.

5.3 HOLIDAY PAY

A. Unless otherwise provided herein, a regular full-time employee not working on a holiday will receive eight (8) hours holiday pay at their 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 3.1 for definition of pay status. If a holiday occurs on an employee's regular nine (9) or ten (10) hour day, the employee must use one (1) or two (2) hour(s) of leave accrual, such as Annual PTO, floating holiday, or compensatory time to fulfill the nine (9) or ten (10) hour day.

B. Holiday hours shall be used in the calendar year in which they are earned.

C. Holiday-In-Lieu Bank: In the event an employee may be required to work on a paid holiday, the employee may bank the holiday hours up to a maximum of 40 hours per calendar year. Any unused holiday bank hours can be rolled over into the next calendar year.

    a. In the event a Management employee is required to work on a paid holiday, the employee will receive eight (8) Holiday-In-Lieu hours in their Holiday In-Lieu bank.

    b. In the event a Miscellaneous Unrepresented employee is required to work on a paid holiday, the employee shall receive regular pay and will have the option of receiving overtime pay at time and one-half or bank the eight (8) hours in their Holiday-In-Lieu bank.

D. 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.

E. For a Miscellaneous 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.

SECTION 6: WORKERS' COMPENSATION INSURANCE

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 a full-time City employee is totally disabled from industrial injury and on accepted workers' compensation status, employee shall be compensated in an amount equal to such employee's base wages at the time of such disability, less the aggregate of (a) any workers' compensation benefits, 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 for up to six months as defined above.

The workers' compensation carrier of the City reserves the right to subrogate if a claim is filed by an employee against a third party.

SECTION 7: 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 employees who are "Classic Members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA). Under CalPERS, the City provides, 2%@63 Miscellaneous Plan formula for employees who are “PEPRA Members” as defined by PEPRA. Employees who are classified as PEPRA are subject to the other CalPERS terms and conditions set forth in PEPRA.

B. City employees who are considered as "Classic Members" shall share in the cost of CalPERS coverage through payroll deduction as follows:

   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.

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

   Three and one-half percent (3.5%) of normal contribution of the Employer Paid Member Contribution (EPMC) and Four and one-half percent (4.5%) "compensation

earnable" by employees to the employer contribution will be considered to be a contribution towards the normal cost as defined under PEPRA.

C. City employees who are considered "PEPRA Members" shall pay the full member contribution amount. However, PEPRA Members will not contribute toward any portion of the required employer contribution.

D. The City shall continue to report the value of the EPMC on all reportable compensation subject to CalPERS for all employees as approved and adopted by Resolution.

SECTION 8: HEALTH BENEFITS PROGRAMS

8.1 LIFE INSURANCE

A. The City will pay the full premium of employee only life insurance policy for the following:

a. Miscellaneous Unrepresented: $50,000.00 term life insurance policy

b. Management: $100,000.00 term life insurance policy

c. Retirees: 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.

8.2 HEALTH INSURANCE:

The City will maintain the current health insurance program with the Public Employees Retirement System (PERS) Medical and Hospital Care Act (PEMCHA) pursuant to Government Code Section 22850. 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 2023 is $151 per month, and changes each year in accordance with Government Code section 22892(b). 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:

a. 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.

b. 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 x .00029 x 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.

c. 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. (Effective January I, 2024. Until the effective date, the City will operate under previous COE language; only employees who elect a Preferred Provider Organization (PPO) plan are responsible for payment of the difference between the premiums of their elected PPO plan and the designated HMO plan - Blue Shield Access+ HMO.)n

d. 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 15th 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 15th 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.

e. 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.

8.3 DENTAL INSURANCE:

The City will provide 100% of the premium charged to maintain a Dental Insurance Plan for miscellaneous unrepresented employees and, where appropriate, 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. COBRA benefits may be applied at the employee's option. Dental coverage will commence on the first day of the month following one full month of employment.

8.4 DEFERRED COMPENSATION PROGRAM:

A deferred compensation plan will be available to employees with participation on a voluntary basis.

8.5 STATE DISABILITY INSURANCE:

The City participates in the State Disability Insurance Program, at employee expense, to provide coverage for non-industrial injuries.

Management Personnel: The City reimburses Management Employees in this classification for payroll deductions made on base salary for State Disability Insurance.

8.6 SHORT-TERM/LONG TERM DISABILITY PROGRAM:

In addition to coverage under the State Disability Insurance Program, the City provides 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 at City expense. This program will be at the expense of the City.

8.7 FICA MEDICARE TAX:

All employees hired after April 1986 are subject to FICA Medicare taxes in accordance with Federal regulations. Miscellaneous Unrepresented Employees shall have the employee share of said Medicare Tax deducted from their paycheck. The City will reimburse the Management Employees for payroll deductions made on base salary for FICA Medicare Tax.

8.8 SPECIAL PAY:

For Management Employees, pursuant to Section 8.4 and 8.6, reimbursement equal to the payroll deduction for the employee's annual cost for SDI and/or FICA Medicare tax will be pro-rated over the twenty-six (26) payroll periods and paid to the employee on the regular bi-weekly payroll check as "Special Pay".

8.9 FLEXIBLE BENEFIT PROGRAM (WELLNESS) ALLOWANCE:

A. Active regular employees shall be credited with a Flexible Benefit Program Allowance. for each calendar year. The City will increase the allowance by 2% annually. Effective January 1, 2024, the allowance is $1,355.87$ (rounded up from $1309.68).This benefit is based on a calendar year and the allowance will be pro-rated to the first day of the month following eligibility of regular full-time status.

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 or to participate in other benefits provided by the Flexible Benefit Program. 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 dependent care, the employee will have the option to purchase benefits offered through the Flexible Benefit Program. The level of participation in benefits provided by the

Flexible Benefit Program will be at the option of each employee. Employees may cash out a portion of any unused allowance up to $810 of the Flexible Benefit allowance, subject to applicable payroll taxes or contribute such amount to their 457 plan up to the legally allowed maximum and with proper notice. The balance must be used for health-related expenses.

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. The City will revisit the annual Wellness Allowance taking inflation into consideration.

8.10 OUTSIDE COVERAGE OPTION:

A. The employee is not required to select or participate in any health/dental insurance program provided by the City, but such employee must provide satisfactory documentation that he/she is covered by an alternative health/dental insurance program.

B. Those employees with proof of health and/or dental insurance coverage who choose not to participate in the City's group health insurance and/or dental 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 charged for the annual single coverage in the PERS basic HMO Plan available to this group of employees. 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, the fully paid premium contribution balance for single health insurance coverage and the wellness benefit allowance as provided for in Section 8.3, plus an additional benefit equal to 50% of the allowance specified in the above section, 8.4(B).

8.11 FITNESS PROGRAM:

A. The City agrees to reimburse regular full-time employees at the rate of up to $600.00 per Fiscal Year for the employee's personal fitness costs. approved by the City Manager. Eligible covered fitness reimbursement: Fitness Programs (such as yoga, Pilates, cycling, dance, etc.)

   a. Fitness Subscriptions (such as Peloton)

   b. Gym Membership

   c. Weight Management Programs (such as Weight Watchers)

B. To qualify for reimbursement, employees must submit proof of payment and documentation of membership under the employees' name from the fitness provider. For family memberships, the City will reimburse an amount equivalent to the cost of an individual membership.

C. Reimbursement for fitness expenses not listed above, will be subject to the City Manager's discretion and approval. To avoid declination of reimbursement, items not listed should be pre-approved by the City Manager, or designee. Declination of reimbursement for items not listed are not grievable.

D. Reimbursement requests will be processed and paid quarterly in the months of September, December, March, and June.

E. This benefit will be made available to each benefited employee subject to budgetary constraints and fiscal allocation.

SECTION 9: SERVICE AWARDS

The City of Carpinteria has established appropriate service awards to recognize continuous service with the City at milestone years of continuous service in five-year increments.

SECTION 10: EDUCATION/TRAINING AND PROFESSIONAL DEVELOPMENT

10.1 TRAINING PROGRAMS:

The City recognizes the importance of training programs and advancement of employees to higher skills and encourages employees to participate in programs to improve his/her performance on the job. All direct costs for all training or instruction required by the City shall be paid for by the City, provided however that no overtime shall accrue to employees for travel time to or from any training program conducted on a non-City site. The City agrees that all direct costs of all training or instruction required by the City shall be paid for by the City.

A. To the extent funding is available, the City shall provide for tuition and textbook reimbursement for regular full-time employees to a maximum of $200 per Fiscal Year.

B. Only educational course work recommended by the city and 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.

C. 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.

Management Employees: Charges for tuition, books and supplies for educational courses, not required by the City but directly related to the Management Employee's position with the City, and having prior written approval of the Department Director and City Manager will be reimbursed upon presentation of satisfactory completion of such training.

It is the policy of the City to provide paid membership in approved professional associations for Management Employees as budgeted and subject to approval by the City Manager. This policy also includes publications associated with membership and other educational materials. The City encourages Management Employees to attend professional conferences subject to budgetary restraints and fiscal allocation.

SECTION 11: MISCELLANEOUS POLICIES

11.1 PHYSICAL EXAMINATION:

The City encourages all employees to have an annual physical examination as provided for under our health insurance benefits.

11.2 DRESS AND DECORUM:

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.

B. While on duty, Code Compliance officers 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. Employees will comply with standards of dress consistent with the positive representation of the City government through its employees. Employees are also to comply with any uniform requirements and wear all safety apparel and equipment required for their position. No dress codes other than the above standard are to be established in the various departments.

11.3 EMPLOYEE RESPONSIBILITIES:

Each employee shall comply with all safety laws, rules and regulations and adopted polices of the City in performing the duties required of his/her position; and shall not willfully violate any of the provisions of the ordinances and resolutions which have been adopted and/or prescribed by the Carpinteria City Council or City Manager.

11.4 DEATH BENEFIT:

For Miscellaneous Employees, The City shall pay a death benefit in the amount of One Thousand Dollars ($1,000) directly to the spouse or legal heirs of any affected employee within seventy-two

hours of the death of any affected employee as the result of any industrial injury or illness as defined by Cal OSHA Publication #120-A, sustained by such employee while on duty within the course and scope of his/her employment with the City of Carpinteria.

For Management Personnel, the City shall pay a death benefit in the amount of Two Thousand Five Hundred Dollars ($2,500) directly to the spouse or legal heirs of any Management Employee within seventy-two hours of the death of any Management Employee as the result of any industrial injury or illness as defined by Cal OSHA Publication #120-A, sustained by such employee while on duty within the course and scope of his/her employment with the City of Carpinteria.

11.5 TRANSLATION PAY:

A. Management Employees are encouraged to voluntarily develop bilingual skills in instances where the public contact nature of their jobs would make such skills valuable.

B. Any Management Employee hired prior to August 15, 1998 who, on a regular basis, is required to translate/interpret from Spanish to English or English to Spanish and is proficient in Spanish as determined by the City Manager shall be paid Translation Pay.

11.6 MOVE-UP PAY OR TEMPORARY ASSIGNMENT:

When in the best interests of the City, the City Manager may approve a Move Up or Temporary Assignment of a probationary or regular employee to a higher-level classification than that for which he/she is currently assigned and being compensated, in accordance with the following:

A. Eligibility Requirements

   a. The City Manager has the sole discretion to determine if a Move Up or Temporary Assignment is needed and has the sole authority to deny or approve assignment, without any right to grievance or appeal.

   b. The employee appointed to work in a Move Up or Temporary Assessment 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.

   c. To be eligible for Move Up or Temporary Assignment, the employee must be required to work more than five (5) working days in succession in the higher classification.

   d. Should an employee be hired to fill a higher classification position during a period of Move Up or Temporary Assignment, the employee's time worked in a higher classification shall not count toward the completion of probationary requirements for the higher classification, unless expressly established as a condition of hiring.

B. Amount of Move Up or Temporary Assignment Pay

   a. An employee shall receive compensation equal to ten percent (10%) above the employee's regular base salary, for work performed within the scope and responsibilities of the higher classification and will continue to receive the additional pay for the duration of assignment. Base salary is defined as the base salary paid to

the employee without additions for overtime, medical insurance, longevity, expense or other benefits.

b. In no event shall the employee receive an amount greater than the base salary for the maximum step for the higher classification.

c. An employee shall not receive any other benefit assigned to the higher classification that they are not already receiving.

d. While working in an out-of-class assignment, an employee shall continue to accrue, and have recorded, normal step increases in the employee's regular position.

C. Move Up or Temporary Assignment Pay Does Not Apply to the Following:

a) The mere performance of certain portions of the higher position or assisting with certain duties of the position is filled.

b) 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.

c) Where the temporary assignment is a replacement of an employee on vacation.

d) When the City has activated the Emergency Operations Center (EOC). When the EOC is activated, all public employees are declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law. During a time of emergency, employees may work modified job duties and/or may be asked to take on tasks outside of their normal responsibilities to work in support of emergency operations and such activities and/or duties are not eligible for Move Up or Temporary Assignment Pay.

11.7 PARTICIPATION IN CITY-SPONSORED RECREATION PROGRAMS:

The City agrees to provide special employee rates to currently employed, regular full-time employees and their immediate family members who wish to participate in City-sponsored Parks and Recreation Department Programs. All fees are payable in advance of participation in the program. Requests for employee rates for City-sponsored programs should be in writing and approved by the Parks and Recreation Director and scheduled with the appropriate recreation program supervisor.

A. Eligible employees will receive a fifty percent (50%) discount on tuition and registration only for City-sponsored recreation programs. Individual enrollees will be responsible for any ala carte activities scheduled in the programs, e.g. field and/or camping trips, movies, special meals, etc. A discount on recreation rental equipment is dependent upon availability.

B. The annual fee for Community Pool Family Membership will be discounted Seventy-five percent (75%). The fee will include participation in the Masters' Program, Lap Swimming, Recreational Swimming and Water Aerobics.

11.8 EQUAL EMPLOYMENT OPPORTUNITIES:

A. The City apply 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 commits themselves to the goal of equal employment opportunity in all City services encourages its employees to assist in the implementation of the City's Equal Employment Opportunity commitment.

11.9 GRIEVANCE PROCESSING (Miscellaneous Unrepresented Employees):

A. Purpose

a) To promote employee morale and productivity by establishing a forum for resolving problems in the workplace by communication between employer and employee.

b) To provide a just and equitable method for resolution of grievances.

c) To afford employees, a systematic means of obtaining further consideration of problems after every reasonable effort through discussions has failed to resolve them.

d) 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

a) 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 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.

b) Management has the 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

a) 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.

b) 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

a) The City may designate an officer for the purpose of investigating and/or processing grievances. Upon the request of the employee, the officer shall conduct and/or assist in the investigation, preparation and processing of grievances.

b) Prior to engaging in grievance handling, the officer 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.

c) Both the officer and management will cooperate in expediting the grievance handling process. The employee and the officer shall be afforded reasonable grievance handling time to jointly handle the grievance. It is agreed that every effort will be made to resolve grievances in an informal and timely manner as the first step in this process.

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 Conditions of Employment, 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 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, shall deliver a written decision to the grievant.

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.

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.

11.10 DISCIPLINARY PROCEDURES:

A regular, non-probationary employee may be terminated involuntarily or otherwise disciplined for cause, including, without limitation, for violating the provisions of this agreement, poor performance, misconduct, excessive absences, tardiness, insubordination, dishonesty and submitting false or misleading time records or expense reimbursement forms. Without limitation, disciplinary action may include oral or written warnings, suspension without pay, reduction in pay, being placed in a probationary status or termination. When appropriate, progressive discipline will be used, with the disciplinary action being taken dependent on factors including, the severity of the incident on which the disciplinary action is based, the disciplinary history of the employee, and the effect of the incident, act or omission on City services, reputation and other employees. However, the nature of the disciplinary action will depend on the particular circumstances involved, and is at the discretion of the City.

11.11 CITY PROPERTY:

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 policies, rules and regulations. They must be kept clean and are to be used only for work-related purposes. If the City property is lost, or damaged, report it to your supervisor at once. No 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 policies, 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. The City is not responsible for lost or stolen personal belongings.

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.

11.12 CELL USE PHONE 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 the use of personal cell phones during working hours, to reasonably necessary communications, and use of a personal cell phone should not interfere with City operations or the performance of job duties. If an employee abuses the use of personal cell phone during working hours, at the City Manager, at his discretion, may require that the employee not use personal cell phones during working hours.

In compliance with California Motor Vehicle Code 23123, employees are not to dial any cell phone while driving, except to call a public safety agency. Employees may not receive incoming calls while driving 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 any cell phone to text message, read or send e-mail, or any 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.

11.13 FITNESS FOR DUTY EXAMINATION:

Whenever the City Manager, or the Human Resources/Risk Manager, believes that an employee is unable to perform the essential functions of their job safely due to illness or injury, or is unable to perform the essential functions of their job safely or without posing a danger to themselves or others, the City may require the employee to submit to an independent medical examination at the City's expense. Such medical examination will be limited to the issues or areas of concern regarding the employee's ability to perform the essential functions of their job. If, after the independent medical examination, the City determines that the employee cannot perform the essential functions of their job, or cannot perform such essential functions safely or without posing a danger to himself/herself or others, the employee will be given the opportunity to provide the results of a separate medical evaluation by a qualified health care provider selected by the

employee, within fifteen (15) days of the employee's receipt of a medical evaluation from the City. In the event of a difference of opinion between the City's and the employee's health care providers, the City may require a third opinion, at the City's expense, performed by a mutually agreeable health care provider who will make a final determination.

11.14 REASONABLE ACCOMODATION:

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.

APPENDIX A

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 clear and comprehensive 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 maintains and utilizes as part of its operations a computer system, including e-mail, and a voice-mail system. These systems are provided to assist employees in the conduct of the City' s business. All computers to the data stored on them, including e-mail, messages composed as well as all voice-mail are and remain at all times the property of the City. All remain the property of the City. Employees are prohibited from installing or downloading software onto the City's computer system except with the prior authorization of the Administrative Services Director.

Employees should attempt to limit voice-mail and e-mail messages to the conduct of the City's business. Use of the voice-mail and e-mail systems for the conduct of personal business is discouraged. The City reserves the right to prohibit the use of voice-mail and e-mail for the conduct of personal business when deemed appropriate. Other use of computer systems, including use of the Internet and other telecommunicating capabilities, should be limited to the conduct of the City's business unless prior written approval is received from the employee's supervisor.

Except for the right of the City to access data stored on the computer system, including e-mail messages, and to access voice-mail messages as described in this policy, all data stored on the computer system and all messages sent by voice-mail and e-mail are considered to be confidential, and as such are to be accessed only by the employee storing the data, the addressed recipient or at the direction of the addressed recipient. Any exception to this policy must be approved by the Administrative Services Director.

The City reserves the right to retrieve and read any data stored on the computer system and any message composed, created, sent or received on the voice-mail and e-mail systems, as well as Internet usage data, at any time, with or without advance notice to the employee. Although the computer system, including e-mail, and the voice-mail system 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, and passwords not known to the City may not be used. This is due to the need to access employees' computer systems, including e-mail, and voice-mail systems in the event that an employee is absent or when otherwise deemed appropriate by the City. Employees must therefore assume that any and all voice-mail and e-mail

messages and all data stored on the computer system may be read by someone other than the employee storing the data or the intended or designated recipient, and understand the ultimate privacy of data stored on the computer system, including e-mail, and voice-mail messages, cannot be guaranteed to anyone.

The City's policy against unlawful harassment, including sexual harassment, and the City's anti-discrimination policy apply to employees' use of voice-mail, e-mail messages and screen savers as well as any other information transmitted over the City's computer system. Employees should not use any means of electronic communications in a manner that would violate those policies. For example, employees may not communicate messages by computer, voice-mail or other electronic means that would constitute sexual harassment, may not use sexually suggestive screen savers, and may not receive or transmit pornographic, obscene or sexually offensive material or information. As a further example, employees may not use electronic communications to transmit comments or images which are reasonably likely to offend someone on account of his/her age, sex, sexual orientation, race, religious beliefs, national origin, disability, or any of the other factors included in the Equal Employment Opportunity section of this Handbook. Any employee who uses any electronic communications device in a manner which violates this policy will be subject to disciplinary action, up to and including termination of employment.

DIGITAL DEVICES

Employees may not use any personal e-mail account or any digital or electronic device not owned by the City, including but not limited to any laptop computer, desktop computer, tablet computer, cellular telephone, personal digital assistant, or any other device capable of storing electronic information ("Digital Device") for City business without the City's prior written approval. Digital devices used by employees for City business may be subject to inspection to obtain City-related communications if requested under the Public Records Act.

APPLICATION

This policy applies to all employees 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 Personnel:

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.

APPENDIX B

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 impairs 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:

A. "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.

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;

   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.

1. 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 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;

   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 effective perform assigned duties while using prescribed drug, authorization form a qualified physician may be required.

4. Must notify his/her department head of any criminal drug or alcohol statue 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 interfered with the safe and effective performance of duties or operation of City equipment (See Attachment A, Article III, Section 3).

9. Who thinks he/she may 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 f or 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 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 C

CITY OF CARPINTERIA
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 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. Individuals are encouraged to use the Confidential Complaint Form for this purpose, a copy of which is attached to this Policy.

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 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 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 Company 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 D 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;

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.

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.