



Cathedral City

City of Cathedral City

## REGULATIONS COVERING

**EXECUTIVE, ADMINISTRATIVE, PROFESSIONAL,  
CONFIDENTIAL AND OTHER PARTICULAR  
EMPLOYEES**

Revised 07.2019

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## ARTICLE 1 - GENERAL CONSIDERATIONS

1.1 Executive, Administrative, Professional, Confidential Provisions. The following provisions shall apply to all employees designated as Executive, Administrative, Supervisory, Professional and Confidential. Employees in this category will be determined by Human Resources by applying the tests as described in the overtime provision of the Fair Labor Standards Act, for executives, administrators and professionals. Employees assigned to positions designated as Confidential shall be included in these provisions effective May 10, 2000.

Except as otherwise specified herein, all provisions of Human Resources Policies shall apply.

1.2 Employee Activities. During the employee's workday, he/she is expected to devote his/her full time in the performance of his/her assigned duties as a City employee. No employee shall engage in any outside employment, enterprise, or remunerated activity without the prior approval of his/her department head or appointing power. At no time shall any such outside employment or activity be conducted on City time. No employee shall engage in any employment, outside activity or enterprise which is inconsistent, incompatible, in conflict with, or interferes with his/her ability to perform the duties, functions or responsibilities of his/her position as a City employee, nor shall he/she engage in any outside activity which will directly or indirectly contribute to the lessening of his/her effectiveness as a City employee. No employee shall engage in any type of activity relating to an employee organization during such time an employee is on duty, except as expressly provided by the City Manager or designee, state and federal laws, MOU or Council resolution.

1.3 Inconsistent Employee Activities. In making a determination as to the consistency or inconsistency of outside activities, the department head or appointing power shall consider, among other pertinent factors, whether the activity:

- a. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of his/her City employment as a part of his/her duties as a City employee; or,
- b. Involves conditions or factors which would be incompatible or in conflict with the duties, functions or responsibilities of the employee in his/her regular City employment; or,
- c. Involves the performance of an act in other than his/her activity as a local agency officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee or the agency by which he/she is employed; or

- d. Involves such time demands as would render performance of his/her duties as a local agency officer or employee less efficient; or,
- e. Involves the use for private gain or advantage of City time, facilities, equipment and supplies, prestige, influence, or confidential information of one's City office or employment; or,
- f. Involves the solicitation of future employment with a business having business transactions with the City over which the employee has some control or influence in his/her official capacity at the time of the transaction.

**1.4 Improper Use of City Equipment Prohibited.** No City-owned equipment, autos, trucks, instruments, tools, supplies, machines, badges, identification cards, or other items which are the property of the City shall be used by an employee except upon prior approval of the employee's department head or appointing power or designee duly authorized to give such approval.

**1.5 Safety and Health.** Each employee shall comply with CAL/OSHA safety laws, rules and regulations. All employees shall follow safe practices, use personal protective equipment as required, render every possible aid to safe operations, and report all unsafe conditions or practices.

No employee shall work, or be permitted to work, at any time when his or her ability to work is visibly impaired by alcohol, intoxicating liquors, drugs (legal or otherwise), or any other substance which renders the employee's condition hazardous to himself/herself or to others. No employee shall have in his or her possession any intoxicating substance or illegal drug while on duty.

**1.6 Political Activity.** Except as necessary to meet Federal law requirements, no restrictions shall be placed on the political activities of any officer or employee of the City of Cathedral City other than the following:

- a. Use of office, authority or influence to obtain change in position or compensation. No employee shall directly or indirectly, use, promise, threaten or attempt to use his office, authority or influence, to secure, or to obstruct or prevent another person from securing any position, nomination, confirmation, promotion, or change in compensation or position within the City, upon the condition that his vote or another's vote, influence or action shall be given or used on behalf of, or withheld from any candidate, officer, or party, or upon any other corrupt condition or consideration. (Government Code 3204)
- b. Soliciting political funds or contributions from other officers or employees. No employee shall directly or indirectly solicit political funds or contributions from other employees of the City. The employee, however, is not prohibited from

communication through the mail or by other means, requests for political funds or contributions to a significant segment of the public which may include officers or employees of the City. (Government Code 3205)

- c. No employee shall engage in political activity during working hours nor engage in political activities on the City premises. (Government Code 3207)
- d. No employee of the City may engage, during working hours, in the solicitation or receipt of political funds or contributions to promote the passage or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service or other working conditions of the employees of the City; nor shall entry be permitted into the workplace during working hours for those purposes. (Government Code 3209)

**1.7 Criminal Conviction - Ineligibility for Employment.** Except as otherwise hereinafter provided, no person convicted of a felony or misdemeanor involving moral turpitude shall be eligible for employment in the service of the City; provided, however, that the City Manager may disregard such conviction if he/she finds and determines that mitigating circumstances exist such as, but not limited to, evidence of rehabilitation, length of time elapsed since such conviction, the age of such person at the time of conviction, or the fact that the classification applied for is unrelated to such conviction.

The City Manager and authorized designees are hereby authorized to have access to the "State Summary Criminal History Information" as provided for in Section 11105 of the Penal Code of the State of California, in order to enable the City Manager to fulfill appropriate duties in the employment, supervision and termination of City employees.

**1.8 Smoking.** Pursuant to Government Code 7597(a), no public employee or member of the public shall smoke any product or substance, including electronic variations, inside a public building, or in an outdoor area within 20 feet of a main exit, entrance, or operable window of a public building, or in a passenger vehicle, as defined by Section 465 of the Vehicle Code, owned by the City.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

**2.1 Management Rights.** The City of Cathedral City retains all its exclusive rights and authority under State law, and expressly and exclusively retains its management rights which include, but are not limited to:

- a. the exclusive right to determine the mission of its constituent departments, commissions, boards, etc.;
- b. set standards and levels of service;
- c. determine the procedures and standards of selection for employment and promotions;

- d. direct its employees;
- e. establish and enforce dress and grooming standards;
- f. determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- g. maintain the efficiency of governmental operations;
- h. determine the methods, means and numbers of kinds of personnel by which government operations are to be conducted;
- i. determine the content and intent of job classifications;
- j. determine methods of financing;
- k. determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
- l. determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- m. determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;
- n. assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- o. establish and modify productivity and performance programs and standards;
- p. discharge, suspend, demote, reprimand, withhold salary increases and benefits or otherwise discipline employees in accordance with applicable law;
- q. establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
- r. take all necessary actions to carry out its mission in emergencies; and
- s. exercise complete control and discretion over its organization and the technology of performing its work.

The exercise by the City through its Council and management representatives of its rights shall not in any way, directly or indirectly, be subject to the grievance procedure.

### **ARTICLE 3 - COMPENSATION**

3.1 Preparation and Adoption of Salary Plan. The Human Resources Manager/Director shall be responsible for recommending a Salary Plan including wage rates and salary ranges covering all classes of positions approved by the City Manager. Before the Salary Plan shall become effective, it shall be approved by the City Council. After the Salary Plan is adopted no position shall be assigned a salary higher than the maximum or lower than the minimum salary provided for that class of position unless the salary range for the class is amended in the same manner as herein provided for its adoption.



3.2 Salary Increases. Salaries will be increased by the following amounts on the first full pay period following the effective date:

- a. 2.5% effective July 1, 2019
- b. 2.5% effective July 1, 2020
- c. 2.5% effective July 1, 2021

3.3 Salary Plan Structure. Where a range is assigned, each range shall consist of eight steps. Each of the steps through Step 5 is approximately five percent (5%) higher than the preceding step. Steps 6 through 8 are approximately two and one-half percent (2.5%) higher than the preceding step. Each of the steps is referred to as a merit increase step.

3.4 Salary Advancement - Full-time Employees. Except as otherwise provided in this Article, full-time employees may be considered for an increase in salary according to the following rules:

- a. Advancement to a next higher merit increase step may be made after a 12-month interval from the hire date or by exception approved by the City Manager or his/her designee, or date of last increase in subsequent years for continued satisfactory and efficient service.
- b. Consideration for approximately 5% merit steps may occur every twelve months until Step 5 has been reached. Thereafter, merit increase consideration may occur every two (2) years for a total of three (3) approximately 2.5% increases. Any such advancement shall be granted only as a result of a written evaluation of continued meritorious and efficient service and continued improvement by the employee in the effective performance of the duties of his/her position.
- c. Advancement to the next higher merit increase step shall not be automatic. Such salary increase or denial of salary increase shall require the specific recommendation, through a performance evaluation, of the employee's department head and the approval of the Director of Human Resources. Merit increase steps shall take effect on the employee's merit increase step review date unless the department head has prepared and notified the affected employee of a denial of the merit increase step prior to the merit increase step review date. When an employee is denied an increase, he/she may be reconsidered for such advancement at any subsequent time with a satisfactory performance evaluation.
- d. Whenever an employee is promoted, reclassified to a higher class or receives a special merit increase, then the next merit increase consideration shall be 12 months from the effective date of the action.

- e. Longevity Increments. The City shall provide an additional 7.5% increment to non-represented employees after fifteen (15) years of service, 5.0% after twenty (20) years and 2.5% after twenty-five (25) years of service with the City.

**3.5** Salary upon Promotion. All employees who are promoted to an open position in a class with a higher salary range shall be placed on Step 1 in the new higher range or placed at the step which is a salary increase of approximately 5% for the employee, not to exceed the highest step of the new range. The employee's merit review date shall change to the effective date of the promotion for consideration in subsequent years.

When economic conditions, unusual employment conditions or exceptional qualifications of a candidate for promotion indicate that a higher step would be in the City's best interests, upon written recommendation of the department head, the City Manager may authorize payment of salary at a higher step in the salary range.

**3.6** Salary upon Demotion. Any employee who is demoted through procedures in Article 5 or 8 may be placed at a lower step, or may be placed at a step in a lower range or may be placed at Step "Y" which is equal to the employee's current salary step. The employee's merit review date shall not change.

An employee receiving Step "Y" shall remain in the Step "Y" until such time as the position is assigned to a salary range in which the highest step is equivalent to or higher than the Step "Y," at which time the employee shall be placed in the next highest step. Such employee shall not receive salary adjustments until such time as Step "Y" is less than the highest step of the salary range of the employee's classification.

**3.7** Salary upon Reinstatement. An employee who resigns in good standing may, within one year of such resignation and upon recommendation of the department head and approval of the City Manager, be reinstated in a position in the class in which the employee had previously served, subject to an available budgeted position. Upon such reinstatement, the employee shall not receive higher than the step in the salary range the employee previously received prior to the employee's separation. The employee shall be given a new merit review date, as if a new hire.

**3.8** Salary upon Transfer. Any employee who is transferred from one position to another position in the same class, or to another position in a class having the same salary range, shall be compensated at the same step in the salary range as the employee previously received. The employee's merit review date shall not change.

**3.9** Salary upon Position Reclassification. When an employee is reclassified to a lower classification, the employee shall retain his/her rate of pay and his/her merit review date or shall be placed in the step of the lower salary range closest to the employee's salary rate. If the top step of the lower salary range of the lower job class is lower than the employee's salary rate, the current salary step shall be identified as Step "Y" of the lower

salary range. An employee receiving a Step “Y” because of a downward reclassification shall remain in the Step “Y” until such time as his/her job is assigned to a salary range in which the highest step is equivalent to or higher than the Step “Y,” at which time the employee shall be placed in the next higher step. Such employee shall not receive annual salary adjustments until such time as Step “Y” is equivalent to or less than the highest step of the salary range of the employee’s reclassified position. When an employee is reclassified to an equivalent classification, the employee shall retain his/her salary rate and merit review date. When an employee is reclassified to a higher classification, the employee shall be placed on Step A in the new higher range or placed at the step which is a minimum 5% salary increase for the employee, not to exceed the top step of the new range. The employee’s merit review date shall change to the effective date of the reclassification for consideration in subsequent years.

**3.10 Special Salary Adjustments.** The City Manager or a department head may recommend in writing to raise an employee’s salary step to a higher step prior to the eligibility times specified in Article 3.4 so as to recognize meritorious service, advanced educational achievements or other extraordinary attributes related to the employee’s public service. Such increased compensation is subject to the approval of the City Manager and the availability of budgeted funds. The employee’s merit review date shall change to the effective date of the special increase.

**3.11 Compensatory Time Off.** The department head may grant compensatory time off to any City employee in unique situations where actions of the employee, over and above the call of duty, clearly merit such consideration.

**3.12 Special Assignment Compensation.** A department head, with the approval of the City Manager and the Administrative Services Director, may grant a 5% stipend added to an employee’s base pay when the employee is assigned to perform designated duties of a demonstrated higher level on a regular and ongoing basis for the duration of the assignment of such duties. Such duties shall be identified and/or defined on a Personnel Action Form.

**3.13 Compensation for Layoff.** An employee who is terminated from the service of the City as a result of a layoff shall be paid for accrued leaves and accrued compensatory time off in compliance with Article 6.11 of these Regulations. Accrued sick leave, except sick leave cashed out as provided in Article 6.11, shall be restored to an employee if the employee is reemployed within one year. Should an employee be reemployed in the formerly held position, the employee shall be placed at the same salary step as when the layoff occurred. No credit shall be received toward a step increase or seniority during the period of layoff.

Employees who have attained regular status at the time of layoff and who are reemployed within a period of one year shall retain their assigned anniversary dates. Regular

employees who are reemployed after a period of one year will be assigned a new anniversary date.

**3.14**     Compensation during Suspension. An employee who is suspended with pay under the pre-disciplinary procedures of Article 8 shall be paid that salary the employee was entitled to prior to the suspension. An employee who is suspended without pay under the disciplinary procedures of Article 8 shall not be paid for those specific days of suspension. Additionally, an employee suspended without pay shall not accrue sick leave, vacation, seniority and other benefits during a suspension of more than 15 working days, except that health and life insurance benefits will be maintained.

**3.15**     Salary upon Voluntary Demotion. At the discretion of the City Manager, any employee who elects to take a voluntary demotion may be placed at a lower step, or may be placed at a step in a lower range or may be placed at Step “Y” which is equal to the employee’s current salary step. The employee’s merit review date shall not change.

An employee receiving Step “Y” shall remain in the Step “Y” until such time as the position is assigned to a salary range in which the highest merit increase step is equivalent to or higher than the Step “Y” at which time the employee shall be placed in the next higher merit increase step. Such employee shall not receive salary adjustments until such time as Step “Y” is equivalent or less than the highest step of the salary range of the employee’s position.

**3.16**     Compensation for Temporary Assignment to Higher Classification. An employee may receive adjusted compensation for working in an assignment in a higher classification. Working at a higher classification shall mean that the employee is performing a significant part of the duties of a position in a higher salary range for a period of 20 consecutive working days or more and from then on for the duration of the assignment. The granting of such adjusted compensation, and the amount thereof, shall be upon recommendation of the department head and approval of the City Manager. Any merit increases, if they occur during this period, shall take place as if still in the regular assignment.

**3.17**     Bilingual Services Compensation. For employees possessing bilingual skills and occupying key positions of public contact wherein such skills are utilized in providing municipal services, the City Manager or his designee(s) may authorize the payment of additional compensation not exceeding 2.5% of their annual salary per hour, or such amount as may be determined in the annual salary schedule adopted by the City Council. The basis for qualifying for such compensation, and the procedures for the granting of the same shall be in accordance with administrative regulations approved by the Human Resources Manager/Director.

**3.18**     Compensation for Vehicle Use. An employee shall be compensated for use of the employee’s personal vehicle on City business in accordance with the City’s travel expense policy.

3.19 Certification and Education Incentives. An employee who possesses a Master's degree shall be compensated five percent (5%) of base salary.

3.20 Certification Incentives for Police Chief and Deputy Police Chief. A Police Chief who possesses a POST Executive Certificate shall be compensated five percent (5%) of base pay. A Deputy Police Chief who possesses a POST Management and/or Executive Certificate shall be compensated with a single incentive of five percent (5%) of base pay.

3.21 Restitution. An employee may be required in a manner approved by the City Manager under the provisions of Article 8 to provide restitution to the City of Cathedral City for willful, reckless, wanton, malicious destruction or loss of City property.

3.22 Correcting Errors in Salary Rate or Other Provisions. Should an employee be advanced to a higher step in the salary range for his/her class than that for which he/she was recommended, or receive additional pay than that authorized, or accrue leaves or receive other benefits through error, such error shall be corrected immediately following its discovery. Reimbursement to the City by the employee of the overpayment caused by said error shall be made by one of the following methods or a combination thereof:

- a. Application of accrued compensatory time off for overtime service;
- b. Application of compensatory time off for overtime service earned during the time immediately following the date of the discovery of said error;
- c. Application of the increase in the employee's salary following his/her next merit or longevity merit salary increase; or
- d. Any other method mutually agreed to.

Determination of which one or combination of the above methods of reimbursement should be used shall be made by the department head in consultation with the affected employee, subject to the approval of the City Manager or his/her designee, and subject to the grievance procedures of Section 8. Should the employee terminate before full reimbursement to the City has been made the money required to complete reimbursement shall be deducted from his/her last paycheck, if authorized by law. However, the City shall not collect for any period earlier than an overpayment for the preceding twelve (12) months from discovery. Other salary overpayments shall be reimbursable under the procedures and guidelines set forth in this Article. (See California State Employees' Assoc. v. California, 198 Cal App3rd 374 (1988))

#### **ARTICLE 4 - PROBATION**

4.1 Full-Time and Part-Time Employees' Probation. The probationary period for all regular employees covered by these Rules, except "at-will" employees as defined in Article 10, shall be the first six (6) months of employment. Part-time employees who work less than twenty (20) hours and non-classified employees serve at the pleasure of the appointing authority and therefore do not have a probationary period.

4.2 [Probation on Promotion, Reinstatement or Reclassification](#). On accepting a promotion, reinstatement or reclassification to another class, an employee serves a new probationary period of six (6) months. A promotion, reinstatement or reclassification will not be considered a regular appointment until the successful completion of this probationary period.

Employees who are reclassified or promoted prior to completing a probationary period in a lower classification will have the time in the higher classification count for the lower classification in order for the probationary period to be concluded in that class if at least four (4) months have been completed at the time of the change.

Prior service with the City does not count towards the probationary period upon rehire.

4.3 [Objective of Probationary Period](#). The work and conduct of probationary employees shall be subject to close scrutiny and evaluation. The probationary period shall be regarded as a part of the training and examination process and shall be used for securing the most effective adjustment of a new employee to a position. Individuals employed under City public employment programs, specially funded programs or contracts shall be subject to the probationary provisions of these Rules should they be appointed to a position in the classified service.

4.4 [Satisfactory Completion of Probationary Period](#). If a probationary employee's probation period has been satisfactory and advancement to regular status is warranted, the department head shall so recommend on a Personnel Action Form together with a performance evaluation, submitted to the Director of Human Resources. The City Manager, upon receipt of these documents, may authorize the end of the employee's probationary period by the execution of a Personnel Action Form. The employee shall only then be advanced to regular status upon completion of the probationary period.

4.5 [Unsuccessful Probationary Period](#). If a probationary employee's probation period has not been satisfactory, it shall be so stated in a Personnel Action Form. The City Manager, by signing the Personnel Action Form, may authorize the dismissal of the employee. A probationary employee may be dismissed at any time without cause and without the right of appeal or grievance unless otherwise required by law. Notification of dismissal shall be in writing and shall be given to the probationary employee prior to the dismissal unless otherwise required by law.

4.6 [Unsuccessful Promotion, Reinstatement or Reclassification during Probation](#). If a probationary employee's performance following a promotion, reinstatement or reclassification has not been satisfactory, it shall be so stated in a performance evaluation. In cases involving a promotion, the employee shall return to a vacant position in the class from which the employee was promoted unless said regular employee is otherwise disciplined pursuant to and in accordance with the provisions of Article 8 herein. In cases

involving reinstatement, the City Manager, upon receipt of a performance evaluation, may authorize the dismissal of the employee under the provisions of Article 4.

4.7 [Probation Following Layoff](#). Employees laid off while on probation must serve a new probationary period following reemployment.

## **ARTICLE 5 - EMPLOYEE LAYOFF PROCEDURES**

5.1 [Purpose for Layoffs](#). For reasons of economy, of efficiency, or in the interest or mandate of the public, reductions or curtailments of City services may be required. Whenever in the judgment of the City Council it becomes necessary, the City Council may abolish any position or employment and the employee holding such position or employment may be laid off.

5.2 [Abolishment of Position\(s\)](#). When layoffs are to occur, the City Manager shall prepare a list of those positions to be abolished in each department. For each affected department, the City Manager shall assemble a list of those employees within the classification designated for a position abolishment. Such list shall be forwarded to the appropriate department head. The department head shall prepare a list establishing the order of employee layoffs within a classification. The department head shall determine the individual layoff ranking of each employee based upon official personnel records and/or operational needs of the department. In this order temporary, interim and probationary employees shall be laid off prior to the layoff of any regular employee within the same classification in the department.

5.3. [Layoff Appeal](#). A regular employee shall have the right to request an appeal hearing. Such request must be made in writing to the City Manager within five (5) business days after receipt of a layoff notice. The City Manager shall prepare and deliver a decision on the appeal within five (5) business days after receipt of the appeal.

The scope of the appeal shall not include such issues as the need for layoff, the reasons for layoff, the extent of layoff, the classifications selected for layoff, or the exercise of other City prerogatives involved in layoff. The issues of such appeal shall be limited only to whether or not there was substantial compliance with the procedures for layoffs and the established order of departmental layoff within a classification.

## **ARTICLE 6 - ATTENDANCE AND LEAVES**

6.1 [Attendance at Work](#). Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves. All departments shall keep daily attendance records of employees which shall be reported to the Finance Director in the form and on the dates they shall specify. Failure on the part of an employee absent without leave to return to duty within 48 hours after a due notice to return to work has been delivered shall be cause for immediate dismissal. A letter delivered to the

employee's last known address via certified, registered, overnight or other traceable means shall be deemed reasonable notice.

**6.2 Automatic Resignation.** Absence without leave, whether voluntary or involuntary, for five (5) consecutive working days is an automatic resignation from City employment as of the last date on which the employee worked. Any employee who fails to report for work within forty-eight (48) hours after delivery of a notice as specified in Section 6.1 who, by the expiration of the forty-eight (48) hours has missed or will have missed five (5) or more consecutive working days, shall also be deemed to have resigned from City employment as of the last date on which the employee worked. Upon a determination by the department head or Director of Human Resources that such an absence has occurred and that the employee has resigned, notice of the deemed automatic resignation and of the employee's right to request reinstatement for good cause upon timely request shall be sent by ordinary first class mail or by certified mail, or both to the employee at his or her last known address. An employee who has been deemed to have automatically resigned in accordance with the terms of this Section shall have fifteen (15) calendar days after the date of mailing of such notice within which to request reinstatement. Request for reinstatement must be made in writing and must be received by the City within fifteen (15) calendar days of the date of mailing of the notice. Request for reinstatement may be made within ninety (90) calendar days after the effective date of the deemed resignation if the notice specified above was not sent to the employee in the manner specified in this Section. Reinstatement shall be granted only if the employee makes a satisfactory explanation to the department head as to the cause of his or her absence and as to the reason for his or her failure to obtain leave therefor. Evidence that the employee reasonably believed leave had been granted shall justify reinstatement. To order reinstatement, the department head shall find that the employee is ready, able and willing to resume the performance of the duties of the employee's former position or, if not able to immediately resume such duties, the department head may consent to a leave of absence to commence upon reinstatement. An employee so reinstated shall not be paid salary for the period of his or her absence or separation or any portion thereof. Denial of reinstatement shall be subject to appeal under the procedures specified in Section 9.7. In determining the employee's rights under all the circumstances, the City Manager or hearing officer shall be guided by Government Code Section 1996.2 and case law related thereto, including Phillips v. California State Personnel Board (1986) 184 Cal. App. 3d 651, 229 Cal. Rptr. 502, and in such appeal the City shall have the burden to establish that the absence was in fact unauthorized and that the department head reasonably believed the employee had abandoned his or her employment.

**6.3 Hours of Work.** Daily hours of work (or shifts) for employees within departments shall be assigned by department heads as required to meet the operational requirements of said department. Any foreseeable absence or deviation from regularly scheduled working hours desired by an employee shall be cleared in advance through the employee's department head, and such absences shall be noted on the employee's time sheet.



Unless otherwise authorized by the City Manager, City Hall offices shall be kept open for regular business on all days of the year except Friday, Saturday, Sunday and holidays approved by Council. Employees for whom necessity requires a different regular work schedule than that generally applied shall work according to a work schedule approved by the employee's department head.

**6.4**      Leave of Absence. The City Manager, with the concurrence of the affected department head, may grant a regular employee a leave of absence for a period not to exceed one year. No such leave shall be granted except upon written request of the employee setting forth the reason for the request. Approval shall be in writing.

Upon expiration of an approved leave, the employee shall be reinstated in the position held at the time leave was granted, subject to the conditions of the leave or as provided by State and/or Federal laws. Failure on the part of an employee on leave to report promptly at its expiration shall be cause for dismissal. The depositing in the U.S. mail of a certified letter addressed to the employee's last known place of address shall be reasonable notice of dismissal for failure to return to work.

Such a leave shall generally be without pay, provided that the City Manager shall have discretion to grant pay for the first 15 consecutive work days. Any employee on an approved unpaid leave of absence shall receive no vacation or sick leave accruals after 15 consecutive work days. City contributions to retirement, health and medical plans shall be suspended until the employee is reinstated. An employee who is on unpaid leave of absence shall be responsible for reimbursing the City for any payroll deductions that the employee has authorized. An employee reinstated after a leave of absence shall receive the same step in the salary range the employee received when the leave of absence began. Time spent on such leave shall not count towards service for merit step increases within the salary range or for benefit accruals. The employee's merit review date shall be set forward in time one month for each thirty (30) consecutive calendar days taken. The employee shall retain accumulated vacation credits, sick leave credits, and other similar credits; however, such credits or seniority shall not accrue to a person granted such leave during the period of absence. When an employee is granted a leave of absence without pay, the City shall discontinue payment of medical, health and other similar insurance premiums for the employee and dependents, except when continuation of these benefits is required under Federal or State law. At the time the employee requests a leave of absence, the employee may make satisfactory arrangements with the Finance Department for payment of the insurance premiums, provided that such a continuation of coverage is authorized by the City's contract for medical and other similar insurance.

**6.5**      Military Duty. Military leave of absence shall be granted in accordance with the provisions of Article 7 of the Human Resources Policies and Federal and/or State law. All employees entitled to military leave shall give the department head or City Manager an opportunity, within the limits of military regulations, to determine when such leave shall be taken. Compensation for such purposes shall be equal to the difference between the

employee’s base City salary and his/her military pay together with the employee’s health benefit allowance for up to six months in any one military duty activation.

**6.6** [Vacation Leave](#). All employees having a work week of forty (40) hours, unless otherwise provided by the City Council, shall accrue vacation leave credits according to the following schedule:

DEPARTMENT HEADS AND OTHER DESIGNATED AT-WILL EMPLOYEES:

	Hours/ Pay Period	Hours/ Year
Less than 2 years employment	7.38	192
2 years to 6 years	8.31	216
6 to 10 years	9.23	240
More than 10 years	10.15	264

ALL OTHER NON-REPRESENTED EMPLOYEES:

	Hours/ Pay Period	Hours/ Year
Less than 2 years employment	5.54	144
2 years to 6 years	6.46	168
6 to 10 years	7.38	192
More than 10 years	8.31	216

**6.6.1** [Vacation Leave Accumulation](#). Employees are encouraged to use their accrued vacation leave annually. Allowed vacation leave credits shall be accumulated. Employees need not take all of their vacation leave in one calendar year, and may carry over those unused vacation hours to succeeding calendar years. Employees hired on or after September 1, 2016 shall accrue no more than three times their annual vacation leave allotment. No additional vacation leave hours shall be added to their bank until accrued hours are depleted below the cap.

**6.6.2** [Vacation Leave Cash Out](#). Employees may receive cash payment for accrued and unused vacation leave. On a quarterly basis, upon a two (2)-week prior written request, an employee may cash out unused vacation leave.

**6.6.3** [Part-Time Employees](#). Part-time regular employees shall be entitled to vacation leave credits if they work 20 hours or more per week, in which case they shall receive vacation credits on a pro-rata basis with carry-over privileges.

**6.6.4** [Holidays or Illness within Vacation Leave Period](#). Holidays falling during an employee’s vacation leave shall not be considered as part of the employee’s vacation leave and shall not be charged against vacation leave credits. Illness during vacation leave shall not be considered as sick leave, unless confirmed by a physician’s statement and approved by the Director of Human Resources.

[6.6.5 Vacation Credits When Employment Terminates.](#) Upon termination of employment, an employee shall be paid for unused vacation leave credits.

[6.6.6 Effect of Absence on Vacation Leave Crediting.](#) Absence due to sick leave or other approved leave of absence will not affect computations for vacation leave credits unless such absences exceed one month, in which case the time of any unpaid absence shall be excluded from computation.

[6.7 Holidays/Float Hours.](#)

<u>Holidays:</u> City hall offices shall be closed for purposes of transacting business on the following holidays:
1. January 1 (New Year’s Day)
2. Third Monday in January (Martin Luther King Jr.)
3. Third Monday in February (President’s Day)
4. Last Monday in May (Memorial Day)
5. July 4 (Independence Day)
6. First Monday in September (Labor Day)
7. November 11 (Veterans Day)
8. Fourth Thursday in November (Thanksgiving Day)
9. Friday following Thanksgiving Day (4/10 Floating – 5/8 Holiday)
10. December 25 (Christmas Day)

Float: In addition, employees shall be credited with floating holiday hours with the first additional hours credited on January 1, the second credited on July 1, and the third credited on September 1 to bring the total combined hours of the above holidays and float hours to 144 per year for all employees.

[6.7.1 Employees Hired On or After September 1, 2016.](#) Float hours shall accrue during a given fiscal year and shall not be carried over into a subsequent fiscal year. Any float hours remaining in an employee’s bank shall be cashed out through Payroll processing in the second paycheck of June of each year.

[6.7.2 Cashing Out of Float Hours.](#) There shall be no limit on the number of times per year an employee may cash out float hours.

[6.7.3 Holidays on Weekend Days.](#) Holidays falling on Sunday will be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday. For employees working a Monday through Thursday schedule, holidays falling on Friday or Saturday will not be observed on the prior open business day (Thursday). Rather, for each one of those holidays, these employees will accrue floating holiday hours in an equivalent amount. The Friday after Thanksgiving will be credited as float hours.

**6.7.4 Part-time Employees.** Part-time regular employees shall be paid for holidays on a pro-rata basis if they are employed 20 hours per week or more.

**6.7.5 Holidays - Time Off or Extra Pay - Generally.** Employees shall be allowed time off with pay for one work shift at the employee's straight time hourly rate for any holiday provided in these Rules unless required by the department head or City Manager to work in order to maintain City services. Employees required to work shall be paid extra compensation of time and one half for the hours worked.

**6.8 Jury Duty.** An employee summoned to and serving on jury duty shall submit evidence of the Summons to the department head. The employee may be absent from duty with pay for time required to be away from the employee's regularly scheduled work hours. An employee who is released by the court from jury duty on any regularly scheduled work day shall return to work to complete any remaining portion of regularly scheduled work hours unless otherwise excused by the department head. The employee shall be entitled to retain juror fees as reimbursement for expenses associated with jury duty. Employees working rotational shifts such as swing or graveyard who are summoned for jury duty shall request an exemption from or a postponement of such jury duty. If that request is denied, the City and the department shall join in efforts to obtain an exemption or postponement. If the request is still denied, the situation will be addressed on a case-by-case basis. Those employees who work shifts slightly off the normal jury duty scheduled will have their shifts adjusted to match that of jury duty.

**6.9 Bereavement Leave.** An employee is entitled to a leave of absence on account of the death of a member of his/her immediate family, not to exceed three (3) work days. No deduction shall be made from the salary of the employee, nor shall leave be deducted from other leaves granted by other provisions of these Rules.

- a. An employee's immediate family shall consist of the employee's spouse/domestic partner, children, the employee's or spouse/domestic partner's mother, father, brother, sister, grandparents, grandchildren and legal guardians.
- b. Employees may use up to three (3) days of sick leave due to the death of a family member not defined above.
- c. Additionally, employees may utilize sick leave or paid time off if additional leave is needed due to the death of a family member as defined under Section (a) above.
- d. Domestic partner as used in this Section is defined by law.

**6.10 Family Medical Leave.** Family-related medical leave shall be granted in accordance with Federal and State law, and resulting administrative provisions developed by the City.

**6.11 Sick Leave.** An employee may use accrued sick leave for illness of the employee or physical incapacity of the employee or for physical examinations, including eyes, dentist appointments or other commonly accepted health related matters.

All regular full-time employees shall be credited with 3.69 hours of sick leave per pay period, or major fraction thereof. Part-time regular employees who work 20 hours or more accrue on a pro rata basis.

An employee who is absent because of illness may be required to file a written statement describing the reason for the absence which then must have the approval of the City Manager or his/her designee before the employee is eligible to receive sick leave pay. If an absence because of illness or disability extends beyond three (3) consecutive workdays or the employee has used more than four (4) sick days in a rolling year, the employee may be required to submit a physician's written certification of illness before the employee is eligible to receive sick leave pay. Subsequently the employee must submit a physician's return-to-work certification prior to his/her return to work. If an absence because of illness or disability extends beyond one workweek, the employee must file for a Family Care and Medical Leave.

Observed holidays occurring during sick leave shall not be charged against an employee's accrued sick leave.

In the event that an employee uses all the sick leave he/she has accrued, he/she then shall have other paid time off he/she has accrued deducted for each hour he/she is absent due to illness. Paid time off hours shall continue to be deducted until the employee either returns to work or all of accrued leave hours are exhausted. The employee may apply to be granted a leave of absence without pay if the employee does not have any credited paid time off or sick leave available.

#### 6.11.1 [Sick Leave Accrued Limit and Payoff.](#)

a. Employees Hired Prior to September 1, 2016. Any unused portion of accumulated sick leave may be carried over into the next calendar year provided, however, that an employee's accumulated sick leave may not exceed 960 hours of unused sick leave. Further accumulation shall not be allowed. To encourage attendance at work and discourage the frivolous use of sick leave, however, employees with continuous employment of three (3) years or more may receive a cash payment for unused sick leave at the time of separation or retirement according to the following schedule:

<b>At 3 yrs. continuous employment</b>	25% cash payment for unused hours;
<b>At 5 yrs. continuous employment</b>	50% cash payment for unused hours;
<b>At 7 yrs. continuous employment</b>	100% cash payment for unused hours.

Accrued sick leave hours in excess of 960 shall be cashed down to 960 hours in November of each year.

Upon four (4) weeks advance notice, one (1) time in any fiscal year, an employee is entitled upon request to payment for accumulated sick leave in excess of three hundred eighty (380) hours. Payment shall be at base salary rate.

b. Employees Hired On or After September 1, 2016. There shall be no limit on the number of sick leave hours employees may accrue. Upon separation, with completion of five (5) years of service with the City, employees may cash out up to 25% of sick leave hours. Payment shall be at base salary rate. Such employees, upon retirement from the City, may apply all accrued sick leave hours to CalPERS service credit conversion, or may cash out up to 25% of sick leave hours.

**6.11.2 Conversion of Sick Leave to Vacation.**

a. Employees Hired Prior to September 1, 2016. Employees with at least two (2) years employment with the City may at their option convert accrued sick leave in excess of one hundred twenty (120) hours to vacation days according to the following schedule:

<b>Continuous Employment</b>	<b>Sick Leave to Vacation Conversion</b>
2 years	4 hours to 1 hour
5 years	2 hours to 1 hour
10 years	1 hour to 1 hour

b. Employees Hired On or After September 1, 2016. There shall be no conversion of sick leave hours to vacation leave.

**6.11.3 Effect of Absence on Sick Leave.** Absence due to sick leave or other approved leave of absence will not affect computations of sick leave unless such absence exceeds one (1) month in unpaid status, in which case that month or more shall be excluded from computation.

**6.11.4 Family Illness Leave.** If an employee requests to be absent from duty because of illness in the employee’s immediate family, which requires the employee’s attendance, the department head may approve use of the employee’s accrued sick leave not to exceed the equivalent of one-half of the employee’s annual sick leave accrual amount (i.e., 48 hours) per Labor Code 233. When absence due to illness in the employee’s immediate family extends beyond one work week, the employee must file for a Family Care and Medical Leave. The immediate family is defined as mother, father, brother, sister, spouse, domestic partner, children, grandparents, grandchildren, in-laws and legal guardians.

**6.12 Subpoenaed Absence.** An employee other than safety personnel who is subpoenaed or required to appear at a deposition or in court as a witness may receive the employee's regular pay during the absence if, in the opinion of the City Manager, the serving as a witness is deemed to be in the best interests of the public, provided the employee remits to the City all witness fees. Paid leave of absence shall not be granted when the time spent in court is for personal reasons or gain.

**6.12.1 Subpoenaed Absence - Sworn Public Safety Personnel.** City public safety personnel who are subpoenaed (re: G.C. 68097.1-2) to attend as a witness shall receive the salary or other compensation to which they are normally entitled from the City during the travel time to and from the place where the court or other tribunal is located and the time they are required to remain at such place pursuant to such subpoena. Travel expenses shall be reimbursed by the City for the actual, necessary and reasonable travel by complying with such subpoena.

The party at whose request such subpoena is issued shall reimburse the City for the full cost incurred in paying the safety personnel their salary or other compensation and traveling expenses as provided for in this section for each day that such safety personnel is required to remain in attendance pursuant to such subpoena. The amount of one hundred fifty dollars (\$150) shall be deposited with the clerk of the court or with the tribunal prior to the issuance of a subpoena pursuant to this section for each day.

The City shall provide a detailed billing to the clerk of the court. If the actual expenses should later prove to be less than the amount deposited, the excess of the amount deposited shall be refunded. If the actual expenses should later prove to be more than the amount deposited, the difference shall be paid to the City by the party at whose request the subpoena is issued.

If a court continues a proceeding on its own motion, no additional deposit may be required prior to the issuance of a subpoena or the making of an order directing such safety personnel to appear on the date to which the proceeding is continued.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

**7.1 Matters Subject to Grievance Procedures.** A grievance is a complaint by an employee that the employee has been adversely affected due to a misinterpretation or misapplication of these personnel rules.

**7.2 Informal Grievance Procedure.** Every effort shall be made to resolve a grievance through discussion between the employee and/or the employee's designated representative, and the employee's immediate supervisor. If, after such discussion, the employee does not feel that the grievance has been satisfactorily resolved, the employee shall have the right to discuss the matter with the supervisor's superior, if any, within the department organization. Otherwise, the employee shall have the right to discuss the matter with the department head.

7.3 [Formal Grievance Procedure](#). If the employee is not in agreement with the decision rendered in the informal grievance procedure, an employee shall have the right to present a formal grievance in writing to the department head within five (5) business days after the occurrence of the incident in the grievance. The department head shall schedule a meeting with the employee and/or the employee's designated representative within five business days after the department head's receipt of the written grievance. The department head shall review the grievance and render a decision in writing and return it to the employee and/or the employee's designated representative within five business days after meeting with the employee.

7.4 [Appeal to the City Manager](#). If the employee does not agree with the decision reached by the department head, the employee may present an appeal in writing to the City Manager within five business days after the employee's receipt of the department head's decision. The appeal shall be signed and delivered to the City Clerk who shall set a meeting within ten business days with the City Manager and the employee and/or the employee's representative to discuss the grievance. Within seven business days of the meeting the City Manager shall deliver a copy of the decision to the employee and/or the employee's representative and the department head. The decision of the City Manager shall be final and shall not be appealable to the City Council.

7.5 [Extension of Time Limitations](#). All time limitations mentioned in the Grievance Procedure may be extended by mutual written agreement between the City and the employee.

## 7.6 [Sexual Harassment Complaint Procedures](#).

7.6.1 [Definition of Sexual Harassment](#). Sexual harassment includes, but is not limited to:

Verbal Harassment - For example, epithets, derogatory comments or slurs on the basis of sex.

Physical Harassment - For example, assault, impeding or blocking movement or any physical interference with normal work or movement when directed at an individual on the basis of sex.

Visual Forms of Harassment - For example, sexual photographs, posters, notices, bulletins, cartoons or drawings.

Sexual Favors - Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which is conditioned upon an employment benefit, unreasonable interference with an individual's work performance or creates an intimidating, hostile or offensive work environment.



An employee subjected to sexual conduct he or she deems inappropriate is expected to make clear to any person causing such concern that the conduct is unwelcome.

**7.6.2 Policy.** The policy of the City is that complaints of sexual harassment be presented through this Sexual Harassment Complaint Procedure in the interests of protecting the reputation and privacy of the individual bringing the complaint and of the individual(s) about whom the complaint is made.

**7.6.3 Procedure.** The employee should report facts dealing with an alleged incident or incidents of sexual harassment to the Human Resources Manager/Director or to the employee's immediate supervisor or, if the incident involves the immediate supervisor, to the supervisor of the employee's immediate supervisor, as soon as possible. If a satisfactory resolution is not achieved through informal means with supervisors, the employee may pursue the sexual harassment complaint with the Human Resources Manager/Director.

**7.6.4. Supervisor's Responsibility.** In the event the employee initiates discussion concerning the sexual harassment allegations with a supervisor, that supervisor must immediately report the facts surrounding the alleged incident to the Human Resources Manager/Director.

**7.6.5 Human Resources Manager/Director's Responsibility.** In the event the Human Resources Manager/Director receives a complaint of sexual harassment, whether directly from the complaining employee, or through a supervisor or another source, the Human Resources Manager/Director shall immediately commence an investigation of that complaint and, when practicable, complete the investigation within seven (7) calendar days of receipt of the complaint.

**7.6.6 City Manager's Responsibility.** The Human Resources Manager/Director shall report the results of the investigation, with recommendations, to the City Manager. The City Manager or the City Manager's designee, who shall not be a party to any portion of the complaint (hereinafter referred to as "designee"), shall render a final and binding decision within five (5) business days of receiving the recommendations or, in the discretion of the City Manager (or of the designee), conduct an informal hearing for the purpose of further investigation. In the event the City Manager (or designee) conducts the hearing, the City Manager (or designee) shall render a written decision within five (5) business days after the conclusion of the hearing. The decision of the City Manager (or designee) shall be provided to the complainant and to the other employee or employees complained about and shall be final and binding.

## ARTICLE 8 - PRE-DISCIPLINE, DISCIPLINE AND APPEALS PROCEDURES

This Article applies to all employees except department heads and other at-will positions identified in Article 10.

**8.1** Standards of Conduct. All employees are expected to adhere to standards of reasonable and prudent conduct. Each department may set standards required by departmental operations provided said rules are not in conflict with rules established by the City Council or City Manager. Employees who violate said standards shall be subject to appropriate disciplinary actions.

**8.2** Applicability of Discipline. Disciplinary action may be taken against any employee covered by this Agreement. Only regular employees in the classified service shall have rights to the notice and hearing requirements set forth within or to any other notice and hearing provision whatsoever unless required by law.

**8.3** Discretion in Disciplinary Action. The City Manager, department head and supervisors may exercise their discretion in applying discipline appropriate to the employee's offense(s) and work record.

**8.4** Permitted Disciplinary Action. Any one or combination of the following disciplinary actions may be taken against an employee for offenses stated in Section 8.21 or for any other just cause:

Oral admonishment	Reduction in salary
Written reprimand	Demotion
Restitution	Dismissal
Suspension	Reduction of earned compensatory time

**8.5** Oral Admonishment. When necessary, oral admonishments shall be given in private. The supervisor shall include in the admonishment a review of appropriate department standards and policies, employee performance expected in the future and consequences for failure to correct performance or behavior. No appeal from an oral admonishment shall be authorized. The supervisor may retain a record of the oral admonishment, but any such record shall not be part of the official personnel file.

**8.6** Written Reprimand. A written reprimand shall be imposed for a continued or more serious offense. The reprimand shall take the form of a memorandum to the employee including a full, accurate and factual statement of the reason for the reprimand. The reprimand shall be given to the employee in private. The supervisor shall explain appropriate department standards and policies, employee performance expected in the future and consequences for failure to correct performance or behavior. A copy of the reprimand shall be sent to the Director of Human Resources to be placed in the employee's

personnel folder. The employee may respond to the reprimand in writing within ten (10) business days and have such response placed in the employee's personnel folder. The employee shall have no further right of response or appeal.

**8.7**        Restitution. Any employee who willfully, maliciously, recklessly or wantonly destroys or causes or permits damage to or destruction of City property may be required to make restitution to the City for the expense and costs sustained by the City from such actions. An order of restitution shall be subject to the grievance procedure or, if the order imposes restitution greater than two days' pay, the action shall be subject to appeal under Section 8.16.

**8.8**        Brief Suspension without Pay. When, in the opinion of the department head, circumstances warrant, a suspension of two (2) days or less may be imposed informally, without complying with the formal procedures commonly referred to as "Skelly Procedures." Prior to the imposition of such discipline, the department head shall explain appropriate department standards and policies, employee performance expected in the future, and consequences for failure to correct performance or behavior. A written record of the discipline, including a full, accurate and factual statement of the reason therefor, shall be sent to the Director of Human Resources to be placed in the employee's personnel folder. Within ten (10) calendar days after the date the discipline is imposed, the employee may respond in writing and have such response placed in the employee's personnel folder. The employee shall have no further right of response or appeal.

**8.9**        Longer Suspension without Pay. When the employee's conduct has been continuous or repeated, and lesser penalties are inadequate or have proved ineffective the department head may impose suspension without pay in excess of two (2) days. Such longer-term suspension shall occur only after the notice procedures specified in Section 8.14.1, and shall be subject to appeal in accordance with Section 8.16.

**8.10**      Dismissal. When the employee's conduct has been of a continuous nature, uncorrected by previous discipline, or is of such a nature as to render further employment not in the City's interests, or for other cause, the department head shall have the right to dismiss the employee. Dismissal shall be final termination of the employee's employment. Any action of dismissal shall be taken only in compliance with the notice procedures specified in Section 8.14.1, and shall be subject to appeal in accordance with Section 8.16.

**8.11**      Reduction in Salary. In lieu of, or in addition to, other forms of discipline, when facts justify, a department head may impose a reduction in salary upon the employee to a lower step in the present salary range or to a lower salary range, as may be appropriate. The reduction may be for a limited period of time, or permanent, as specified by the department head. Any reduction in salary shall be subject to the notice procedures specified in Section 8.14.1 and shall be subject to appeal in accordance with Section 8.16.

**8.12 [Demotion.](#)** In lieu of, or in addition to, other forms of discipline, when facts justify, a department head may demote an employee to a lower classification. The demotion shall be subject to the notice procedures specified in Section 8.14.1 and shall be subject to appeal in accordance with Section 8.16. Demotion shall be especially appropriate in cases where the employee's performance level is unsatisfactory and below the standards expected for the classification held, but would be adequate for the lower classification. A department head may consider and accept an offer by the employee to accept voluntary demotion in lieu of other discipline, in the department head's discretion.

**8.13 [Reduction in Earned Compensatory Time.](#)** In lieu of, or in addition to, other forms of discipline, when facts justify, a department head may impose loss of or reduction in the accrued earned compensatory time then being carried on the City's books for the employee. Such reduction would be most appropriate in lieu of actual suspensions, but may be imposed in any appropriate instance. Reduction of two (2) days or less shall be subject to review under Article 8.18; any reduction in excess of two (2) days shall be subject to the notice procedures specified in Section 8.14.1, and subject to appeal in accordance with Section 8.16.

**8.14 [Pre-Disciplinary Procedures for Certain Proposed Actions.](#)** A regular employee being considered for suspension without pay for more than two (2) work days, restitution in excess of two (2) days' pay, reduction in salary, demotion or dismissal shall be insured due process through the following pre-disciplinary procedures.

**8.14.1 [Written Notice.](#)** Written notice of a proposed disciplinary action shall be given to the employee in private. This notice shall include the proposed action, the intended date and the specific reasons for such action. A written copy of the charges and the grounds for such charges shall also be included, including a copy of all supporting documentation upon which the department expects to rely. The employee is entitled to copies of all materials on which the charges are based if there are any. The employee's right to respond orally or in writing, the right to respond in person or through a designated representative, the time period in which the response should be made and to whom and where it should be made, shall be specified in the notice.

**8.14.2 [Employee Review.](#)** The employee shall be given an opportunity to review the material on which the proposed action is based and which is relied on to support the proposed action specified in the written notice, including but not limited to statements of witnesses, documents, and investigative reports or extracts therefrom. A copy of such documents shall be provided with the notice. Material that is classified as confidential by the department head shall not be used to support the proposed disciplinary action.

**8.14.3 [Employee Response.](#)** An employee is entitled to a reasonable time not to exceed ten (10) business days, to answer a notice of proposed disciplinary action. An extension of time may be granted an employee with the aforementioned 10-day period if the

employee can demonstrate the need for an extension to the department head. Should an employee respond, the department head shall consider the response in writing or orally, through a designated representative or any combination thereof. If the employee requests a meeting to present a response, the meeting shall not be conducted as an adversary hearing. The employee may not cross-examine the department's witnesses nor present a formal case to support the response. The employee shall be given the opportunity to make any representations that the employee believes might affect the decision for disciplinary action. Any time extensions shall be mutually agreed upon. If the employee fails to respond within the time specified, the department head may announce his or her decision which shall be in accordance with the provisions of Section 8.15.

8.14.4 Additional Investigation Authorized. The department head has the right to conduct further investigations. If new charges result from this investigation, the employee shall be given another opportunity to respond.

8.15 Department Head Decision. The department head shall provide a written decision following the employee's response (or failure to respond) at the earliest practicable date, not to exceed ten (10) business days following the response (or failure to respond) of the employee. The decision shall include a clear statement of the discipline being imposed. The department head shall deliver the notice of decision to the employee at or before the time when the disciplinary action will be effective. The decision shall be dated and signed by the department head. The decision shall inform the employee which of the reasons and grounds in the notice of proposed disciplinary action have been sustained. The decision shall include a statement of the employee's right to appeal, as provided in Section 8.16 and Section 8.17, if such disciplinary action results in suspension without pay for more than two (2) work days, restitution affecting more than two (2) day's pay, reduction in salary, demotion, or dismissal. Additionally, the time limit for an appeal and the specific discipline to be imposed or the decision not to impose discipline shall be detailed in the decision. The effective date of discipline shall be included in the decision. Any extensions shall be mutually agreed upon.

A decision not to impose discipline shall be accompanied by a directive from the department head to delete all references to the pending action from the employee's personnel file. Failure by the department to make further investigations or to provide any additional written decision not specifically required by this Section shall not affect the ability of the City to impose disciplinary action.

8.16 Appeal of Certain Disciplinary Actions. Any permanent employee covered by this Agreement shall have a right to appeal a decision by the department head that results in any of the following disciplinary or administrative actions:

- a. A suspension without pay in excess of two (2) days;
- b. A reduction in pay;

- c. Restitution affecting more than two days' pay;
- d. A demotion;
- e. A dismissal;
- f. Any disciplinary action which, combined with other discipline imposed during the immediately preceding twelve (12) months, equals or exceeds more than the loss of two (2) days' pay;
- g. Denial of reinstatement

An employee desiring to appeal such action shall submit his or her written appeal to the City Manager within ten (10) working days after receipt by the employee of the department head's decision on imposition of discipline.

**8.17 Method of Appeal.** Appeals shall be in writing, signed by the appealing employee and delivered to the City Manager.

**8.18 Hearing Process.** Upon request of the employee, for any matter subject to appeal as specified in Section 8.16, the employee shall be granted the right to a hearing before an impartial hearing officer selected in a manner mutually agreeable to the City Manager and the employee or employee representative. If no agreement is so reached, the hearing officer shall be selected from a list of five (5) or more possible arbitrators provided by the State Mediation Service or from a list agreed to between the City Manager and the employee or employee representative. By flip of a coin, a determination shall be made as to which side shall first strike a name. Each side then shall strike one name at a time, until only one name remains, and that one remaining person shall be the selected hearing officer. If that person is not available for hearing within two (2) months, the name last stricken shall be the hearing officer, unless both sides agree to agree to wait for the availability of the selected hearing officer. The hearing shall be conducted within two (2) weeks after selection of the hearing officer, unless both sides agree to an extension. The hearing shall be closed to the public, and shall be recorded by a court reporter or tape recording. Both sides shall have every reasonable opportunity to present all relevant and material evidence and to close the hearing with argument. The hearing officer shall have authority to limit the length of argument, and to limit the number of witnesses, if witnesses' testimony is merely repetitive or not material. After the close of the hearing, the hearing officer shall prepare written findings of fact and conclusions of law based upon the evidence presented at the hearing, and shall present his or her findings to the City Manager and to the employee or employee representative. The City Manager shall thereupon promptly review the findings of fact and conclusions of law, but shall not be bound thereto. If the City Manager, for any reason, makes a tentative decision to disagree with the hearing officer's findings of fact and/or conclusions of law, the City Manager shall so notify the employee or employee representative of that tentative decision, and they shall thereupon have the right to meet with the City Manager to attempt to persuade the City Manager to follow the hearing officer's recommendations. After such meeting, or opportunity to so meet, the City Manager shall render a decision in writing setting forth his or her reasons for the decision, which shall be final subject only to review by the courts

under the procedures set forth in Code of Civil Procedure Section 2094.5 (writ of mandate). The City shall pay the costs incurred for the independent hearing officer's services and expenses.

**8.19 Employee Status during Pre-Disciplinary Period.** Except as otherwise provided, an employee against whom disciplinary action is proposed is entitled to be retained in an active status during the pre-disciplinary period, until the time the department head imposes discipline by his or her decision under Section 8.15.

When circumstances are such that retention of the employee in active status before a decision is made may result in damage to City property or may be detrimental to the interests of the City or injurious to the employee, fellow employees or the public, the department head may temporarily assign the employee to duties in which these conditions do not exist or place the employee on paid suspension with the approval of the City Manager.

**8.20 Time Limitations.** All time limitations of this Article may be extended or abbreviated by mutual agreement of the parties.

**8.21 Causes for Disciplinary Actions.** All employees are expected to conduct themselves in a reasonable and prudent manner according to City standards. Employees who violate such standards should expect appropriate disciplinary actions. The following list of causes for disciplinary action is not a total and complete statement of causes for discipline:

1. Tardiness.
2. Failure to observe precautions for personal safety, posted rules, signs, safety instructions, or to use protective clothing or equipment.
3. Careless workmanship resulting in waste of materials.
4. Unsatisfactory work performance.
5. Abuse of sick leave privileges; i.e., failure to present adequate documentation of illness when required by the City Manager or respective department head, repeated absences before or after days off, use of sick leave for unauthorized purposes, etc.
6. Failure or delay in carrying out orders, work assignments, or instructions of superiors; inattention to or dereliction of duty, including loafing or wasting time.
7. Acceptance of gifts from parties doing business with the City.
8. Unauthorized sleeping while on duty.
9. Disorderly conduct: fighting, threatening, attempting to inflict bodily injury on another; engaging in dangerous horseplay.
10. Being on duty under the influence of a chemical or intoxicant or reporting for duty while so influenced. \*
11. Chemical or alcohol abuse affecting work performance. \*
12. Loss or destruction of City property or the property of others, through carelessness.
13. Political activity in violation of the law.

14. Unexcused absence from duty.
15. Reckless driving on City premises, reckless operation of City vehicle, or reckless driving while performing City business.
16. Gambling or promotion of gambling on City premises or while on duty.
17. Endangering the safety of or causing injury to any employee, including himself/herself or the public.
18. Unauthorized disclosure of confidential information as defined by law or by written directive of the City or respective department.
19. Disrespectful conduct, use of insulting, abusive, or vulgar language to or about other employees or the public.
20. Unauthorized use of City vehicles or equipment.
21. Concealing or attempting to conceal defective work; removing or destroying same without permission.
22. Knowingly making a falsification, misstatement or concealment of material fact in connection with employment, promotion, any record, investigation, or other proper proceeding.
23. Making false or unfounded statements which are derogatory, slanderous or defamatory about the City, other employees, officials or the public.
24. Willful damage to City property or to the property of others.
25. Making a false confession.
26. Any on-duty violation of federal, state or local laws or any off-duty violation of law which might bring discredit to the City.
27. Failure to adhere to these Regulations or to other City or departmental rules, policies or procedures.
28. Sexual or other harassment.
29. Willful violation of City policies and procedures regarding media contact.
30. Other good cause.

\*Federal laws recognize substance abuse (chemical dependency) as a disability and require employers to make reasonable accommodations; e.g. medical treatment and/or counseling.

## **ARTICLE 9 - PRE-DISCIPLINE, DISCIPLINE AND APPEALS PROCEDURE (AT-WILL)**

This Article specifically applies to department heads and other at-will positions identified in Article 10. The administrative secretary/assistant to the City Manager is generally covered by Article 8, may be covered under a separate document, and is not subject to this Article.

**9.1**      Standards of Conduct. All department heads are expected to adhere to standards of reasonable and prudent conduct. The City Manager may set standards required for departmental operations provided said rules are not in conflict with rules established by the City Council. Department heads who violate said standards shall be subject to appropriate disciplinary actions.



9.2 Causes for Disciplinary Actions. Department heads are expected to conduct themselves in a reasonable and prudent manner according to City standards. Department heads who violate such standards should expect appropriate disciplinary actions. The following list of selected causes for disciplinary action, in addition to those listed in Article 8.21, is not a total and complete statement of causes for discipline. The City Manager may discipline a department head for other good cause.

Insubordination	Conflict of interest
Criminal conduct during employment	Sexual harassment
Conduct outside normal working hours	Violation of rules that adversely affects the City
Misuse of City property/equipment	Misuse of authority and/or position
Use of illegal substances	Misrepresentation
Acceptance of gratuities	Defamation

9.3 Applicability of Discipline. Disciplinary action may be taken against department heads of the City. Only regular and sworn employees shall have rights to the notice and hearing requirements set forth herewith or to any other notice and hearing provision whatsoever unless required by law.

9.4 Discretion in Disciplinary Action. The City Manager may exercise discretion in applying discipline appropriate to the department head’s offense(s) and work record.

9.5 Permitted Disciplinary Action. Any one or combination of the following disciplinary actions may be taken against a department head for offenses stated in Section 9.2 or for any other just cause:

Oral admonishment	Reduction in salary
Written reprimand	Demotion
Restitution	Dismissal
Suspension	Reduction of earned compensatory time

9.5.1 Oral Admonishment. When necessary, oral admonishments shall be given in private. The City Manager shall include in the admonishment a review of appropriate City standards and policies, employee performance expected in the future and consequences for failure to correct performance or behavior. An oral admonishment is not appealable, and any such record shall not be part of the official personnel file.

9.5.2 Written Reprimand. A written reprimand shall be imposed for a continued or more serious problem. The reprimand shall take the form of a memorandum including a full, accurate and factual statement of the reason for the reprimand. The memorandum shall be given to the employee in private. The City Manager shall explain appropriate City standards and policies, employee performance expected in the future and likely consequences for failure to correct performance or behavior. A copy of the memorandum shall be sent to the Director of Human Resources to be placed in the

employee's personnel folder. The employee may respond to the memorandum in writing within ten (10) business days and have such response placed in the employee's personnel folder. The employee shall have no further right of response or appeal.

**9.5.3 Restitution.** Any employee who willfully, maliciously, recklessly or wantonly destroys or causes or permits damage to or destruction of City property may be required to make restitution to the City for the expense and costs sustained by the City from such actions. An order of restitution shall be subject to the grievance procedure or, if the order imposes restitution greater than two days' pay, the action shall be subject to appeal under Section 9.7.

**9.5.4 Brief Suspension without Pay.** When, in the opinion of the City Manager, circumstances warrant, a suspension of two (2) days or less may be imposed informally, without complying with the formal procedures commonly referred to as "Skelly Procedures." Prior to the imposition of such discipline, the City Manager shall explain appropriate City standards and policies, employee performance expected in the future, and consequences for failure to correct performance or behavior. A written record of the discipline, including a full, accurate and factual statement of the reason there for, shall be sent to the Director of Human Resources to be placed in the employee's personnel folder. Within ten (10) business days after the date the discipline is imposed, the employee may respond in writing and have such response placed in the employee's personnel folder. The employee shall have no further right of response or appeal.

**9.5.5 Longer Suspension without Pay.** When the employee's conduct has been continuous or repeated and lesser penalties are inadequate or have proved ineffective, the City Manager may impose suspension without pay in excess of two (2) days. Such longer term suspension shall occur only after the notice procedures specified in Section 9.6.1, and shall be subject to appeal in accordance with Section 9.7.

**9.5.6 Dismissal.** When the employee's conduct has been of a continuous nature, uncorrected by previous discipline, or is of such a nature as to render further employment not in the City's interests, or for other good cause, the City Manager shall have the right to dismiss the employee. Dismissal shall be final termination of the employee's employment. Any action of dismissal shall be taken only in compliance with the notice procedures specified in Section 9.6.1, and shall be subject to appeal in accordance with Section 9.7.

**9.5.7 Reduction in Salary.** In lieu of, or in addition to, other forms of discipline, when facts justify, the City Manager may impose a reduction in salary upon the employee to a lower step on the present salary range or to a lower salary range, as may be appropriate. The reduction may be for a limited period of time or permanent, as specified by the City Manager. Any reduction in salary shall be subject to the notice procedures specified in Section 9.6.1 and shall be subject to appeal in accordance with Section 9.7.

[9.5.8 Demotion](#). In lieu of, or in addition to, other forms of discipline, when facts justify, the City Manager may demote an employee to a lower classification. The demotion shall be subject to the notice procedures specified in Section 9.6.1 and shall be subject to appeal in accordance with Section 9.7. Demotion shall be especially appropriate in cases where the employee's performance level is unsatisfactory and below the standards expected for the classification held, but would be adequate for the lower classification. The City Manager may consider and accept an offer by the employee to accept voluntary demotion in lieu of other discipline, at the City Manager's discretion.

[9.5.9 Reduction in Earned Compensatory Time](#). In lieu of, or in addition to, other forms of discipline, when facts justify, the City Manager may impose loss of or reduction in the accrued earned compensatory time then being carried on the City's books for the employee. Such reduction would be most appropriate in lieu of actual suspension, but may be imposed in any appropriate instance. Reduction of two (2) days or less shall be subject to review under Article 8.8; any reduction in excess of two (2) days shall be subject to the notice procedures specified in Section 9.6.1, and subject to appeal in accordance with Section 9.7.

[9.6 Pre-Disciplinary Procedures](#). A department head being considered for suspension without pay for more than two (2) work days, restitution, reduction in salary, or dismissal shall be insured due process through these pre-disciplinary procedures.

[9.6.1 Written Notice](#). Written notice of a proposed disciplinary action as listed in Section 9.2 shall be given to the department head in private. This notice shall include the proposed action and the specific reasons for such action. A written copy of the charges and the grounds for such charges shall also be included. The department head is entitled to copies of materials on which the charges are based.

The notice shall inform the department head when he/she may review materials related to the action, the department head's right to respond orally or in writing, the right to respond in person or through a designated representative, the time period in which the response should be made and to whom and where it should be made.

[9.6.2 Department/Division Head Review](#). The department head shall be given an opportunity to review the material on which the proposed action is based and which is relied on to support the reasons in the written notice including, but not limited to, statements of witnesses, documents, and investigative reports or extracts therefrom. Material that is classified as confidential by the City Manager shall not be used to support the reasons for disciplinary action in the notice. The department head shall be supplied with a copy of the materials on which the proposed action is based.

[9.6.3 Department/Division Head Response.](#) A department head is entitled to a reasonable time, not to exceed 10 business days, to answer a notice of proposed disciplinary action. An extension of time may be granted a department head within the aforementioned 10-day period if the department head can demonstrate the need for an extension to the City Manager. Should a department head respond, the City Manager shall consider the response in reaching a decision on disciplinary action. The department head is entitled to respond in writing or orally, through a designated representative or any combination thereof. If the department head requests a meeting to present a response, the meeting shall not be conducted as an adversarial hearing. The department head may not cross-examine the City Manager's witnesses nor present a formal case to support the response. The department head shall be given the opportunity to make any representations which the department head believes might affect the decision for disciplinary action. Any time extensions shall be mutually agreed upon.

The City Manager has the right to conduct further investigations. If new charges result from this investigation, the department head shall be given another opportunity to respond.

[9.6.4 City Manager Answer.](#) The City Manager shall provide a written answer to a department head's response at the earliest practicable date, not to exceed 10 business days following the response of the department head. The City Manager shall deliver the notice of decision to the department head at or before the time when the action will be effective. The answer shall be dated and signed by the City Manager. The answer shall inform the department head which of the reasons and grounds in the notice of proposed disciplinary action have been sustained. The answer shall include a statement of the department head's right to appeal, as provided herein, if and only if such disciplinary action results in suspension without pay for more than two (2) work days, restitution, reduction in salary, demotion or dismissal. Additionally, the time limit for an appeal and the specific discipline to be imposed or the decision not to impose discipline shall be detailed in the answer. The effective date of discipline shall be included in the answer. Any time extensions shall be mutually agreed upon.

A decision not to impose discipline shall be accompanied by a directive from the City Manager to delete all references to the pending action from the department head's personnel file. Failure by the City Manager to make further investigations or to provide an additional written answer not specified in Section 9.6.1 shall not affect the ability of the City to impose disciplinary action.

[9.7 Appeal of Disciplinary Actions.](#) Sworn police officers and any other employee covered by the Public Safety Employees Bill of Rights shall have the right of appeal from any disciplinary action whatever, under the procedures specified. A department head (except one appointed by the City Council) may appeal a proposed suspension without pay in excess of two (2) work days, demotion, restitution, or dismissal

to the City Attorney within 10 business days after the receipt by the department head of the City Manager's answer and request a hearing.

**9.7.1 Method of Appeal.** Appeals shall be in writing, signed by the appealing department head and delivered to the City Attorney.

**9.7.2 Appeal Hearing.** Upon receipt of a timely letter of appeal, the City Attorney shall set the matter for hearing. The hearing shall be held within 25 business days after receipt of the letter of appeal. The City Attorney shall give not less than 10 business days' written notice to the department head of the time and place of such hearing. The hearing may be open to the public or closed at the department head's option. The appealing department head may appear personally and/or be represented by an attorney, and/or be represented by another representative of the department head's choosing.

At the appointed time and place, the hearing officer appointed by the City Attorney at his/her discretion shall open the appeal hearing. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing, unless the City Attorney or hearing officer in his/her discretion, for good cause, otherwise directs.

No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing.

The City Attorney or hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to his/her reaching a fair and proper decision.

The City Attorney or hearing officer shall give all interested parties a reasonable opportunity to be heard on relevant issues. The City's representatives shall first present an opening statement and oral and/or documentary evidence in support of the City's position. The department head may be called to testify unless the department head intends to testify on his/her own behalf, in which case the department head may be permitted to testify before the City may question the department head. The affected department head may present oral and/or documentary evidence and may cross-examine any witness called by the City. The appealing department head may make an opening statement in the department head's behalf. The City's representative may cross-examine any witness called by the department head. Both the City and the affected department head may present rebuttal evidence. The affected department head may then make a closing statement followed by a closing statement by the City.

The hearing need not be conducted according to technical rules relating to evidence and witnesses. However, the hearing officer shall observe the substance of

such rules to the end that the matter before him/her can be fairly determined on reliable evidence.

[9.7.3 Hearing Officer's Findings and Decisions.](#) The hearing officer shall, within 20 working days after the conclusion of the hearing, cause findings and decisions to be prepared in writing and shall certify them. The hearing officer shall determine whether the proposed action of the City Manager is supported by the evidence presented and is consistent with the provisions of the City's rules, resolutions and ordinances. Should the hearing officer find that none of the charges are supported by the evidence presented, the decision shall be that no disciplinary action be taken. A decision not to impose discipline shall be accompanied by a directive from the hearing officer to delete all references to the appealed action from the department head's personnel file. Should the City Attorney or hearing officer find that any or all of the charges are supported, the City Attorney or hearing officer shall affirm, over-rule or modify in whole or part the City Manager's proposed disciplinary action. The decision of the hearing officer shall be subject to City Council review.

[9.7.4 Notice of Findings and Decisions.](#) The hearing officer's findings and decisions shall be filed as a permanent record. The City Attorney shall deliver a copy of the findings and decisions to the affected department head and the City Manager. The decision shall indicate the effective date.

[9.7.5 Appeal to City Council.](#) The department head or City Manager may file an appeal with the City Attorney as soon as practicable, but not later than 10 business days from the date of receipt of hearing officers decision, for City Council review. A review date shall be established within 30 calendar days of the receipt of the department head request. The City Attorney will provide the department head with the date of review 10 business days in advance.

[9.7.6 City Council Review.](#) The duty of the City Council will be to review the records of the hearing process and any new information introduced by either party and endorse the hearing officer's decision or reverse it. In either case, the City Attorney shall notify the department head, City Manager and Director of Human Resources in a written statement, of the Council action. Included in this statement will be a disclosure that any further pursuit of a favorable decision must be with the superior court through a writ of mandate.

[9.7.7 Notices/Communications.](#) All correspondence to the department head outside of the City's mail system must be by Certified or Overnight Mail - Return Receipt Requested.

[9.7.8 Employee Status During Pre-Disciplinary Period.](#) Except as otherwise provided, a department head against whom disciplinary action is proposed is entitled to be retained in an active status during the pre-disciplinary period. When circumstances are such that

retention of the department head in active status may result in damage to City property or may be detrimental to the interests of the City or injurious to City functions, fellow employees or the public, the City Manager may temporarily assign the department head to duties in which these conditions do not exist or place the department head on paid administrative leave.

9.7.9 [Time Limitations](#). All time limitations of this section may be extended or abbreviated by mutual agreement of the parties.

## **ARTICLE 10 - SEVERANCE PROVISIONS**

10.1 [Key Employees Serve "At Will."](#) Designated key employees of the City, as hereinafter set forth, shall be "at will employees," subject to termination upon no less than thirty (30) days' notice and no more than sixty (60) days' notice, without proof of good cause, for any reason in the discretion of the City Manager. Such employees shall have the protections set forth in this Article.

10.2 [Positions Affected](#). This Article applies to the following positions:

- a. Assistant and/or Deputy City Manager (no position currently)
- b. Chief of Police
- c. Fire Chief
- d. All positions officially designated as Director
- e. Positions designated by the City Manager as "At Will" as a condition of employment per Section 10.5
  1. City Engineer
  2. Business Development Administrator
  3. Deputy Police Chief

10.4 [New Hire/Promotion](#). Any person newly hired or newly promoted into a position included in the coverage of this Article shall be an "at will" employee subject to this Article.

10.5 [Additional Positions May Be Added](#). Any person newly hired into a position which the City Manager determines is a key position due to its high degree of public visibility and responsibility may be included in the provisions of this Article by an agreement in writing executed at the time of employment, provided that the City Manager notifies the members of the City Council of such proposed agreement, and no action to the contrary is taken by the City Council within thirty (30) days.

10.6 [Discharge without Need for Articulate Cause](#). The provisions of this Article are intended to assure to the City that the City Manager shall have the ability to release or replace certain key employees without articulable cause upon the City Manager's determination that the best interests of the City require such release or replacement. Such action is authorized to assure compatibility between the City Manager and the key

employees upon whom the City Manager must rely for carrying out the mission of the City government, and yet provide fair treatment to any employee being released or replaced under such authority.

**10.7**      [Additional Provision: Does Not Supplant Discipline.](#) These provisions are in addition to, but do not supplant, the provisions of Articles 8 and 9 relating to discipline. An employee discharged under the provisions of Articles 8 or 9 shall not be entitled to the benefits specified herein.

**10.8**      [Procedures for Termination: Severance Benefits.](#) When the City Manager, or a department head with the approval of the City Manager, determines that it is in the best interests of the City that an employee subject to the provisions of this Article be released or replaced, the City Manager or the department head shall notify the employee no less than thirty (30) and no more than sixty (60) calendar days in advance of the date of such anticipated relief from duties, specifying the date on which the employee is relieved of further regular duties in the service and advising the employee that the employee will be carried on the City's payroll, and that the employee shall be entitled to full pay and medical coverage in which the employee was enrolled at the City's expense for an additional six months following such relief from duty, or until the employee commences employment with any other employer, whichever first occurs. In addition, the City Manager shall direct that any employment inquiries will be responded to with an indication that the employee is still an employee of the City, until the six months have passed, or the employee commences other employment, whichever first occurs. No other benefits shall accrue after the release date. If the City Manager deems such to be in the best interests of the City, the City Manager may enter into a termination agreement with such employee, mutually agreed upon, in form approved by the City Attorney, providing for a lump sum payment in lieu of continuation of salary and insurance coverage, provided only that the costs thereof shall in no instance exceed the estimated costs to be incurred during the remainder of the employment and the continuation of benefits permitted hereunder.

## **ARTICLE 11 - MISCELLANEOUS PROVISIONS**

### **11.1**      [Enrollment in Group Insurance Plans.](#)

City agrees to continue to enroll with and subscribe to the Public Employees' Retirement Health Care Plan pursuant to the Public Employees' Hospital and Medical Care Act (PEHMCA), Government Code Sections 22751 et seq., for the provision of health insurance for members of the unit. The health insurance benefit provided through PEMHCA shall be part of the cafeteria plan in accordance with IRS Code Section 125.

Basic City Contribution. For all bargaining unit employees and retirees, the City pays the PEMHCA statutory minimum as determined by CalPERS under Government code Section 22892.



Supplemental City Contribution. In addition to the basic City contribution, the City shall contribute a supplemental amount toward group insurance plan premiums to active employees and certain retirees as described below.

The City shall offer a cafeteria plan for health, dental, vision and short-term disability. Employees may choose a medical plan less expensive than the maximum City contribution and may use the remaining balance to pay for dental, vision and/or short-term disability insurance. Employees selecting plans and coverage levels with premiums that exceed the City's maximum contribution are responsible for paying the difference through automatic bi-weekly payroll deduction. Any amount remaining stays with the City.

Effective January 1, 2020, the City's maximum contribution toward group insurance plans, inclusive of the CalPERS statutory minimum for health insurance shall be:

Category	Maximum City Contribution
Unit Member Only	\$930
Unit Member + 1	\$1800
Family	\$2300

Unit members who elect to purchase health insurance independent of the Plan, may withdraw from or decline to participate in the Plan by executing, in writing, an election to withdraw from, a declination to participate in, and/or a waiver of benefits (as appropriate) on such form as may be required by City. For medical coverage, if an employee elects to opt out of coverage offered by the City, they must provide proof of "minimum essential coverage" (as defined by the Affordable Care Act) through another source (other than coverage in the individual market, whether or not obtained through Covered California). Unit members who elect not to participate in the Plan will be reimbursed the sum of \$250.00 per month as an in-lieu payment.

Should such other coverage subsequently be unavailable to the employee, the employee shall have the right to seek reinstatement to coverage under the City's policy upon written request. In such a case, the City shall reinstate the employee's coverage and cancel the in-lieu payment if reinstatement is permitted under the provisions for reinstatement then in effect with the City's health insurance provider.

#### 11.2 Public Employees Retirement System.

- a. All regular employees of the City who work at least twenty (20) hours per week or an average of 87 hours per month are automatically covered by the City's contract with the California Public Employees Retirement System (CalPERS). Membership shall commence immediately upon employment.
- b. Level One ("Classic") Employees. The City provides the 2%@55 retirement benefit formula with single highest year compensation consideration for all Non-

Represented Miscellaneous employees hired prior to November 25, 2012. The City provides the 3%@55 retirement benefit formula with single highest year compensation for all Non-Represented Police Safety employees hired prior to January 1, 2013. The City provides 3%@55 retirement benefit formula with single highest year compensation for all Non-Represented Fire Safety employees hired prior to November 25, 2012.

- c. Level Two (“Classic”) Employees. The City provides the 2%@60 retirement benefit formula with three-year average compensation consideration for all Non-Represented Miscellaneous employees hired between November 25, 2012 and December 31, 2012. The City provides the 2%@57 retirement benefit formula with three-year average compensation consideration for all Non-Represented Fire Safety employees hired between November 25, 2012 and December 31, 2012.

Level Two (“Classic”) employees includes those employees hired on or after January 1, 2013 who meet eligibility criteria set forth by AB 340 to “transfer” CalPERS membership from one CalPERS entity to another CalPERS entity.

- d. Classic Miscellaneous Employees Cost Sharing Provisions. Effective July 5, 2015, non-represented Miscellaneous employees who are Classic members of CalPERS shall participate in a cost sharing arrangement in which the City pays the 7% member contribution (Employer Paid Member Contribution) and reports this contribution to CalPERS as compensation earned. In addition, each employee in said group agrees to pay 9% of his/her pre-tax wages as cost sharing.
- e. Classic Safety Employees Cost Sharing Provisions. Effective July 5, 2015, non-represented Safety employees who are Classic members of CalPERS shall participate in a cost sharing arrangement in which the City pays 7% of the member contribution (Employer Paid Member Contribution) and reports this contribution to CalPERS as compensation earned. In addition, each employee in said group agrees to pay 12% of his/her pre-tax wages as cost sharing.
- f. PEPRA Employees. The California Public Employees’ Pension Reform Act of 2013 (PEPRA) establishes a new retirement formula of 2%@62 with three-year average compensation for Non-Represented Miscellaneous employees, a retirement formula of 2%@57 with three-year average compensation for Non-Represented Fire Safety employees, and a retirement formula of 2.7%@57 with three-year average compensation for Non-Represented Police Safety employees hired on or after January 1, 2013. All employees shall be subject to the provisions of PEPRA, as appropriate.

**11.3** Uniform/Equipment Allowance. Except as otherwise provided in this section, employees shall be reimbursed for uniform and/or equipment required to perform the duties of their position on an as-needed basis.

11.4 Uniform Allowance—Police Chief, Deputy Police Chief and Fire Chief. Uniform allowance for Police Chief, Deputy Police Chief and Fire Chief shall be \$135 per month effective January 4, 2015.

11.5 Enrollment in Group Insurance Plans upon Retirement. An employee retiring from the City, who takes a qualified retirement under the Public Employees Retirement System (PERS), may continue their PERS health insurance benefit enrollment upon retirement, provided the employee’s effective date of retirement is within 120 days of separation. For those retirees, except as may be provided below, the City will only contribute the mandatory statutory minimum monthly premium employer contribution (i.e., the statutory minimum) as may be required by CalPERS for the particular calendar year.

All retirees will be required to comply with any of the requirements of CalPERS as provided by PEMHCA. This may include, but not be limited to, enrolling in Medicare when age appropriate and becoming eligible to receive Medicare. The City will not pay for the cost of Medicare enrollment as it will continue to pay the CalPERS statutory minimum for all retired annuitants.

Employees hired prior to January 1, 2013: All such retired Miscellaneous and Safety employees covered by these Regulations shall be eligible for a supplemental City-paid contribution equivalent to the current amount provided to active employees – to include dental and vision.

In the event of the employee’s death, the City’s obligation to continue making dental and vision contributions will end. The surviving spouse/domestic partner may remain on the dental and vision plans as a retiree at their own expense, without a City contribution to the premium.

Employees Hired on or after January 1, 2013: After five (5) years of service with the City, the percentage of employer contribution payable for retirement health benefits only (no dental or vision contribution) shall be consistent with the following table:

Credit Years of CalPERS Service	Percentage of Employer Contribution
5-10	PEMHCA Minimum
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%

18	90%
19	95%
20 or more	100%

Retiring employees may, at their own expense, continue in the City’s dental and vision insurance program. The retiree shall bear the full cost.

- a. Effective 08/01/2019: For all employees hired by the City after August 1, 2019, there will be no supplemental City contribution for retiree health benefits. The City shall contribute only the CalPERS statutory minimum. The City will, for these employees, make a \$100.00 per month contribution to an employee Health Reimbursement Arrangement (HRA) and associated fixed dollar cost of administration.

This contribution is for active employees only and shall cease when the employee leaves City employment.

**11.7 Wellness.** Employees shall be permitted to participate in a Wellness Program intended to reduce job-related stress and improve general physical and mental health. The Wellness Program shall consist of, but not be limited to, a biennial physical, a life-style evaluation, and a personal diet and exercise program. The exercise program shall be structured to allow the employee to choose the type of activity and to provide for participation in the cost to the program on a 75/25 basis (75% paid by the City and 25% paid by the employee). Participation on the City’s part shall have a cap of \$600 per year.

**11.8 Life Insurance.** The City shall provide life insurance in an amount equal to two (2) times the employee’s annual salary. The cost of such insurance coverage shall be borne by the City. The City is self-insured for any amount in excess of that carried by the policy.

**11.9 Deferred Compensation.**

- a. 457 Plan: The City provides a joint contribution deferred compensation (457) plan for which employees are eligible. This money cannot be withdrawn except under the conditions set out by the plan carrier. The City will match the employee’s contribution up to a maximum of \$46.16 per pay period into an approved deferred compensation plan selected by the employee from the provider(s) offered from time to time by the City.
- b. 401(a) Plan: Employees covered by these Regulations shall participate in a 401(a) plan from the provider(s) offered from time to time by the City with a pre-tax payroll deduction of \$50 per pay period.

**11.10 Educational Incentive.** The City shall adopt procedures under which an employee shall qualify for educational assistance in an amount not to exceed \$4,000 in any one (1) fiscal year, on a reimbursable basis, with a lifetime total accumulation of such assistance not to exceed \$8,000. Reimbursement shall be based upon the City reimbursing to the employee 80% of reasonably incurred costs of education, including tuition, fees and books. The procedures to be adopted shall not require advance approval by the City of any specific course. Education covered by this provision must be in a licensed public or private school or college, or a recognized training program leading to job or professional certification, and shall include both academic and professional certification programs. Post-graduate programs (Master's degree programs or higher) can be covered when a determination is made that the program has some reasonable relationship to the job performed by the employee or to preparation for a promotional opportunity within this employment. Reimbursement shall be made at the conclusion of a course, upon presentation of evidence of satisfactory completion thereof. This benefit shall be available only for the acquisition of one (1) degree.

If an employee voluntarily resigns his/her employment with the City or is terminated for disciplinary reasons within six (6) months after receiving reimbursement under these provisions, employee shall reimburse the City for all monies paid him/her for educational reimbursement received dating back six (6) months from his/her termination date.

By authority of the City Manager



Charles P. McClendon  
City Manager

7/17/19

Date