

CITY  
OF  
HEMET

PERSONNEL RULES

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**ARTICLE I.  
PURPOSE AND APPLICABILITY**

These Personnel Rules are intended to implement and supplement the Personnel Ordinance as set forth in Chapter 54 of the Municipal Code of the City of Hemet ("City"). The provisions of all Personnel Rules shall apply to employees in the Classified Service, as defined herein. The following Personnel Rules shall also apply to individuals who are not in the Classified Service:

- A. Definitions
- B. General Provisions
- C. Nondiscrimination
- D. Policy Against Harassment, Discrimination, and Retaliation
- E. Travel and Expense Reimbursement Policy
- F. Nepotism Policy
- G. Consensual Romantic or Sexual Relationships Between Employees Policy
- H. Drug Free Workplace Policy
- I. Violence Free Workplace Policy
- J. Electronic Communications and Privacy Rights Policy
- K. Inspections and Searches on Workplace Premises Policy

**ARTICLE II.  
DEFINITIONS OF TERMS**

The following terms as used in these Personnel Rules shall have the respective meanings set forth herein unless the context clearly indicates otherwise:

2.1. Acting Appointment. An interim appointment to temporarily perform the duties of a higher position. The person filling this position must meet the minimum standards or qualifications of the position. Acting appointments are held on an at-will basis.

2.2. Additional Duties. Duties performed by City employees in capacities other than those for which they are regularly employed when the performance of such duties is requested by the Personnel Officer. Duties performed in conjunction with acting appointments are excluded from this definition.

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

2.4. Allocation. The assignment of a single position to its proper class in the City's Position Classification Plan.

2.5. Appointing Authority. The City Manager shall be the Appointing Authority and as such, shall have the final authority to make the appointment to the position to be filled.

2.6. Appointment. The designation of a person by the Appointing Authority to become a City employee, and further signing of the proper forms to record the designation and acceptance by the person of the position and conditions as provided in these Rules.

2.7. Base Salary. The salary range and step established in a salary resolution by the City Council exclusive of any overtime, wage augments or premium pay an employee may receive.

2.8. Call-Back Duty. Service performed when an employee is unexpectedly ordered to return to duty following the completion of the employee's normal work shift or workweek and departure from the employee's work location because of unanticipated work requirements.

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

2.10. Classification Plan. The designation by resolution of the City Council of a title for each class of position together with the specifications for each class as prepared and maintained by the Personnel Officer.

2.11. Classified Service. All offices, positions, and employments in the service of the City except the following:

- A. Elected Officials.
- B. Members of appointive boards, commissions, and committees.
- C. Persons engaged under contract to supply expert, professional, technical, or other services.
- D. Volunteer personnel.
- E. City Manager.
- F. City Treasurer.
- G. City Attorney.
- H. Assistant City Manager.

- I. Deputy City Manager.
- J. Department Heads.
- K. Emergency employees who are hired to meet the immediate requirements of an emergency condition, such as extraordinary fire, flood, or earthquake which threatens life or property.
- L. Employees other than those otherwise listed in this definition who are employed less than half time, which is defined as employees who are expected to or who do work less than 1000 hours in any one fiscal year.
- M. Temporary employees.

2.12. Continuous Employment or Continuous Service. The employment without a break in service of a regular or probationary employee. A break in continuous service shall be construed as a severance of the employee from the employee's employment initiated by either the City or the employee. Use of accrued leave, leaves of absence without pay, disciplinary leaves, and protected leaves, shall not constitute a break in service. A break in service for a period of more than fifteen (15) calendar days, except due to layoff, will cause the employee's seniority date to change.

2.13. Day or Days. Calendar day(s) unless otherwise stated.

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

2.15. Department Head. The administrative head of a City department.

2.16. Dismissal/Dismiss. The termination of an employee's service with the City.

2.17. Domestic Partner. A person who has filed a Declaration of Domestic Partnership with the California Secretary of State pursuant to California *Family Code* section 297 *et seq.*

2.18. Eligibility List.

A. Open Eligibility List. A list of names of persons who have taken an open-competitive examination for a class in the classified service and have qualified for a position in that class.

B. Promotional Eligibility List. A list of names of persons who have taken a promotional examination for a class in the classified service and have qualified for a position in that class.

2.19. Employee. A person holding a position in the City service.

2.20. Exempt Employee. An employee who holds a position that, by the nature of the job requirements or the salary earned, is not entitled to earn overtime. Exempt status is based on applicable state and federal law, including but not limited to Fair Labor Standards Act ("FLSA") guidelines.

2.21. Full-Time Position. A position requiring the employee to work forty (40) or more hours per week. A full-time position may be either temporary or regular.

2.22. Job Description/Position Description. A summary of the general tasks and responsibilities of a position, including the required or preferred qualifications, knowledge, skills, and abilities.

2.23. Layoff. The separation of employees from the active work force due to (1) lack of work or funds; (2) abolishment of a position by the City Council; or (3) organizational changes.

2.24. Memorandum of Understanding (MOU). An agreement entered into between the City and a recognized employee organization pursuant to California *Government Code* section 3500 *et seq.*

2.25. Merit Salary Increase. The increase of an employee's salary within the salary range established for the class of position the employee occupies as a result of satisfactory job performance in such position.

2.26. Minimum Qualifications. The minimum requirements for an applicant to be considered for a position with the City. Such minimum requirements vary according to the position sought.

2.27. Natural Progression. A method through which incumbents in a position may advance to the next level (i.e. from I to II) upon obtaining the requisite skills and knowledge of the higher classification.

2.28. Non-Exempt Employee. An employee who holds a position that, by the nature of the job requirements or the salary earned, is entitled to earn overtime. Non-exempt status is based on applicable state and federal law, including but not limited to FLSA guidelines.

2.29. Oral Reprimand. A meeting between an employee who has committed a disciplinary infraction and his/her supervisor to discuss the employee's misconduct.

2.30. Part-Time Position. A position having a workweek of fewer hours than the workweek established for full-time positions. A part-time position may be either temporary or regular.

2.31. Personnel Officer. The City Manager or his /her designee.

2.32. Personnel Ordinance. Ordinance No. 565, or subsequent versions thereof, which create a personnel system for the City.



2.33. Position. A titled job with the City described in a City resolution, ordinance, or classification.

2.34. Probationary Employee. An employee in a Probationary Period.

2.35. Probationary Period. A working test period during which an employee, appointed to a regular position, is required to demonstrate his/her ability to perform the duties of his/her position and is subject to termination with or without cause. The probationary period shall be twelve (12) months for CWA Employees, Fire Employees, Fire Management Employees, Police Employees, and Police Management Employees and six (6) months for all other employees.

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

2.37. Promotional Probationary Period. A working test period that is part of the promotional process and during which an employee is required to demonstrate the employee's fitness for the duties of the position to which the employee has been promoted by actual performance of such duties. The promotional probationary period shall be twelve (12) months for CWA Employees, Fire Employees, Fire Management Employees, Police Employees, and Police Management Employees and six (6) months for all other employees.

2.38. Provisional Appointment. The temporary appointment of a person who possesses the minimum qualifications established for a particular class and has been appointed to a position in that class.

2.39. Reclassification. The reassignment of a position from one (1) class to a different class in accordance with a re-evaluation of the minimum qualifications, duties, and responsibilities of the position.

2.40. Recruitment.

A. Open-Competitive Recruitment. A recruitment for a particular class which is open to all persons meeting the qualifications for the class.

B. Promotional Recruitment. A recruitment for a particular class, admission to the recruitment being limited to regular and probationary employees in the classified service who meet the qualifications for the class.

2.41. Reduction in Pay. A temporary or permanent decrease of an employee's rate of pay as a result of a disciplinary action.

2.42. Reemployment List. A list of names of regular employees who have been laid off from a position.

2.43. Regular Employee. An employee who has successfully completed the probationary period in a regular budgeted position.

2.44. Regular Position. A budgeted full-time or part-time position which is expected to exist indefinitely.

2.45. Reinstatement. The reemployment, without examination, of a former regular or probationary employee.

2.46. Rejection. The involuntary separation from the City service of an employee who has not successfully completed the employee's probationary period, or the demotion of an employee who did not successfully complete the employee's promotional probationary period to a position in a different class in which the employee had previously acquired regular status.

2.47. Resignation. The voluntary separation of an employee from the City service.

2.48. Safety-Sensitive Employees. Employees who perform safety-sensitive functions, or whose job descriptions include the possibility of performing safety-sensitive functions, as defined in Title 49, Section 655.4 of the Code of Federal Regulations. The City has designated certain classifications as safety-sensitive in its Department of Transportation Drug and Alcohol Testing Policy.

2.49. Salary Anniversary Date. The future date on which an employee is eligible, on the basis of satisfactory job performance for a prescribed period, for a merit salary increase within the salary range established for the class of position the employee occupies.

2.50. Salary Plan. The assignment by City Council resolution of salary ranges and/or salary rates to each class.

2.51. Salary Range. The range of salary rates for a class.

2.52. Salary Rate. The dollar amount of each step in a salary range, or the flat dollar amount for a class not having a salary range.

2.53. Salary Step. The minimum through maximum salary increments of a salary range.

2.54. Seniority. An employee's status in relation to other employees based on years of service in a particular classification or total years of service at the City.

2.55. Special Assignment Pay. Compensation for special assignment duties assigned by a Department Head. This definition does not include compensation received for Additional Duties.

2.56. Standby Duty. The period of time other than regularly scheduled work time during which an employee is subject to call-out to provide services which are the responsibility of the department in which he/she is employed.

2.57. Supervisor. For purposes of these Rules, with the exception of Article IX: Policy Against Harassment, Discrimination, and Retaliation, a Supervisor is a Department Head or his/her designee.

2.58. Suspension. The temporary separation of an employee from City service without pay for disciplinary purposes.

2.59. Temporary Employee. A worker employed in a position which is intended to be occupied on less than a year-round basis including, but not limited to, the following: to cover seasonal peak workloads; emergency extra workloads of limited duration; necessary vacation relief, paid sick leave, and other situations involving a fluctuating staff. Ordinarily, such positions will not be authorized for over six (6) months continuous employment, will serve at the will of the appointing authority, and may be terminated without cause or without hearing or right of appeal.

2.60. Termination. The separation of an employee from the City service because of retirement, resignation, death, or dismissal.

2.61. Title, Class Title, or Title of Class. The official name applied to a class and to each position allocated to the class and to the incumbent of each position.

2.62. Transfer. Change of an employee from one class to another class having the same maximum salary and similar duties and basic qualifications.

2.63. Written Reprimand. A document prepared by the supervisor of an employee who has committed a disciplinary infraction, which details the employee's misconduct and places the employee on notice that further misconduct could subject him/her to more severe disciplinary measures.

2.64. Y-Rate. The Y-rate of salary shall exist when an employee's salary is frozen at the then current level until such time as the maximum salary in the new classification equals or exceeds the employee's salary at the Y-rate.

### **ARTICLE III.GENERAL PROVISIONS**

3.1. Violation of Rules. Violation of the provisions of these Personnel Rules shall be grounds for rejection, oral or written reprimand, suspension, demotion, reduction in pay, or dismissal, as set forth more fully in Article XVIII of these Personnel Rules.

3.2. Delegation of Authority. Except as otherwise provided, any duties, responsibilities, powers, and authority granted by these Personnel Rules or the personnel ordinance to the Appointing Authority, Personnel Officer, or Department Heads, may be delegated, in writing, to any subordinate employee at the discretion of the delegating individual. If an individual is unable to delegate his/her authority due to absence, incapacity or other reason, the Personnel Officer has the authority to act in that person's capacity without a written delegation of authority.

3.3. Amendment and Revision of Rules. Consistent with Sections 3500 et seq. of the California Government Code, the City reserves the right to amend, supplement, revise, or rescind any provision of these Personnel Rules. Amendments and revisions may be suggested to the City Council by an interested party and shall be submitted to the City Council through the Personnel Officer. At the time of City Council consideration, any interested party may appear and be heard. Amendments and revisions shall become effective upon adoption by the City Council.

3.4. Not an Employment Contract. Nothing in these Personnel Rules shall be construed to constitute a contractual right of employment between the City and any employee.

3.5. Adoption of Departmental Policies. Department Heads are authorized to develop and implement department-specific policies. Department Heads may not adopt policies that are inconsistent with these Personnel Rules unless the Department Head receives advance written authorization for the deviation from the Personnel Officer. Departmental policies, as well as amendments to Departmental policies, must be approved by the Personnel Officer and kept on file with the Human Resources Department.

3.6. Emergencies. Consistent with applicable state and federal law and the Municipal Code, the City retains discretion to deny, postpone, or cancel holidays, vacations and leaves in the event of an emergency.

3.7. Conflicts. It is the intent that these Personnel Rules, the Municipal Code, and other rules, regulations, ordinances, and policies should be read together in harmony to the extent possible. In the event of a clear conflict between these Personnel Rules and a City-wide or departmental valid policy or procedure, the Personnel Rules shall control unless the Personnel Officer has authorized the conflicting City-wide or departmental policy for good cause, in writing. In the event of a conflict between these Personnel Rules and a valid provision of a Memorandum of Understanding or Resolution, the Memorandum of Understanding or Resolution shall control.

3.8. Changes to the Law. When any local, state, or federal ordinance, regulation, or law that is incorporated in the Personnel Rules or upon which the Personnel Rules rely is amended, the Personnel Rules shall be deemed amended in conformance with those amendments.

3.9. Severability. If any section, subsection, sentence, clause, or phrase of the Personnel Rules is found to be illegal by a court of competent jurisdiction, such findings shall not affect the validity of the remaining portions of the Personnel Rules.

#### **ARTICLE IV. EQUAL EMPLOYMENT OPPORTUNITY**

4.1. Equal Employment Opportunity. It is the City's policy to provide equal employment opportunity for all applicants and employees. The City does not unlawfully discriminate on the basis of race, religious creed, color, national origin, ancestry,

physical disability, mental disability, medical condition, marital status, sex (including pregnancy, childbirth, or related medical conditions), gender, age, sexual orientation, family care status, veteran status, and/or any other category protected by federal, state, and/or local law.

4.2. Disabled Applicants and Employees. The City has a commitment to ensure equal opportunities for disabled applicants and City employees. Every reasonable effort will be made to provide an accessible work environment for such employees and applicants. Employment practices (e.g., hiring, training, testing, transfer, promotion, compensation, benefits, and discharge) will not discriminate against disabled applicants or employees.

The City will engage in the interactive process, as defined by the Americans with Disabilities Act (“ADA”) and the Fair Employment and Housing Act (“FEHA”), to determine whether an applicant or employee is able to perform his/her essential functions. During this process, the City will examine possible reasonable accommodations that will make it possible for the employee or applicant to so perform. Such interactive process will include a meeting with the employee or applicant, the City, and, if necessary, the employee or applicant’s health care provider.

Reasonable accommodations may include, but are not limited to, job restructuring, reassignment to a vacant position for which the employee is qualified, and making existing facilities accessible.

While the City is engaged in the interactive process with an employee, the City may require that the employee be placed on a fitness for duty leave in accordance with Article XXI.

## **ARTICLE V. ANNOUNCEMENTS, APPLICATIONS AND APPLICANTS**

5.1. Announcement. All examinations for classes in the classified service shall be publicized by posting announcements in City Hall, on official bulletin boards, and by such other methods as the Personnel Officer deems advisable. The announcements shall specify the title and pay of the class for which the examination is announced, the nature of the work to be performed, preparation desirable for the performance of the work of the class, the manner of making applications, and other pertinent information.

5.2. Application Forms. Application forms shall require information covering training, education, experience, and other pertinent information, and may include references. All applications must be signed by the person applying. Applications submitted electronically must include a valid, verified electronic signature. Applications received at times other than those pursuant to announcements as set forth above shall be destroyed or returned to the applicants at the discretion of the Personnel Officer.

5.3. Rejection. The Personnel Officer shall reject any application which indicates on its face that the applicant does not possess the minimum qualifications required for the

position or because the applicant has failed to fully complete the application or submit all required materials.

5.4. Ineligibility for Employment. Further examination or consideration for employment of any applicant may be discontinued, and any temporary or probationary employment of any person may be terminated, when either of the following has been determined to the satisfaction of the Personnel Officer.

- A. That the applicant has been convicted of a felony and such felony conviction, in the opinion of the Personnel Officer, is contrary to the qualifications for the functions and duties of the position for which the employment application is made;
- B. That the applicant has been convicted of a misdemeanor involving moral turpitude, dishonesty, fraud, or deceit; or
- C. That the applicant has made a misrepresentation of fact on his/her application for employment or the accompanying documentation.

5.5. Drug Testing. As part of the City's employment screening process, depending on the classification, an applicant to whom an offer of employment is made must pass a test for controlled substances, under procedures described in Article XXXII, of the Drug Free Workplace Policy. The offer of employment is conditioned on a negative test result. Applicants will be informed of the City's drug testing policy in the job announcement. Employees who occupy safety-sensitive positions are subject to further drug testing as set fourth herein, in other applicable policies, and/or federal, state, and/or local laws.

5.6. Background Check. Depending on the classification applied for, as part of the City's employment screening process, any applicant to whom an offer of employment is made is subject to fingerprinting and a search and review of a summary criminal history information, as defined in California Penal Code sections 11105 and 13300, for the purpose of determining ability to perform the job for which the applicant has applied. Applicants will be informed of the City's criminal history review and fingerprinting policies in the job announcement. In addition, any applicant to whom an offer of employment is made is subject to a background check which may include, but is not limited to, the following: (1) inquiry into financial records and credit history; (2) reference checks; (3) civil judgments; (4) verification of employment history; and (5) verification of all information provided by the applicant in his/her application for employment and any attachments thereto. If required by law, applicants will be informed of the City's intent to conduct a background check and given the opportunity to consent to the background check. If required by law, applicants will be given the opportunity to receive a copy of the information obtained during the background check. In addition, applicants for certain sworn and non-sworn positions within the Police and Fire Departments will also be subject to a polygraph test.

5.7. Proof of Right to Work. Under federal law, all new hires must produce original documentation establishing their identity and right to work in the United States, and complete INS Form I-9, swearing that they have a right to work in the United States. Documentation must be produced within three (3) business days of hire, or on the first day of any employment that is less than three (3) business days. Required documentation must be presented to the Personnel Officer, who will be responsible for processing the documents.

Authorization documents will be copied and placed with the employee's Form I-9 in a file separate from the employee's personnel file.

## **ARTICLE VI. RECRUITMENTS AND EXAMINATIONS**

6.1. Nature and Types of Recruitments. The selection techniques used in the recruitment process shall be impartial, of a practical nature, and shall relate to those subjects which, in the opinion of the Personnel Officer, fairly measure the relative capacities of the persons examined to execute the duties and responsibilities of the class to which they seek to be appointed. Recruitments shall consist of selection techniques which will test fairly the qualifications of candidates and may include, but not be limited to, achievement and aptitude tests, written tests, personal interviews, performance tests, physical agility tests, evaluation of daily work performance, work samples, experience, medical tests, psychological tests, or any combination of these or other tests. Medical and psychological tests shall not be performed until a conditional offer of employment has been provided by the City. Except as otherwise permitted by law for peace officer applicants, medical and psychological tests shall not be performed until a conditional offer of employment has been provided by the City.

6.2. Promotional Recruitments. Promotional recruitments may be conducted whenever, in the opinion of the Personnel Officer, the needs of the service require such a recruitment. Promotional recruitments may include any of the selection techniques mentioned in Section 6.1 of this Article, or any combination of them. Only regular and probationary employees who meet the requirements set forth in the promotional recruitment announcements may compete in promotional recruitments.

6.3. Continuous Recruitments. Open-competitive recruitments may be administered periodically for a single class as the needs of the service require. Names shall be placed on eligibility lists, and shall remain on such lists, as prescribed in these Personnel Rules.

6.4. Conduct of Recruitment. The Personnel Officer may recommend that the City contract with any competent agency or individual for the preparing and/or administering of recruitments. In the absence of such a contract, the Personnel Officer shall see that such duties are performed.

6.5. Scoring and Qualifying Scores. A candidate's overall score shall be the weighted average of his/her scores on each competitive part of the selection process, including,

but not limited to, examination score, educational requirements, experience, other qualifying elements as shown in the application, and other verified information as shown in the examination announcement. However, failure in one (1) part of the selection process shall be grounds for declaring such applicants as failing in the entire selection process or as disqualified from participating in subsequent parts of the selection process.

6.6. Notification of Results. Every applicant taking part in the selection process shall be given written notice of the results. Any applicant shall have the right to review his/her own test results. An error in rating or grading, called to the attention of the Personnel Officer within one (1) month after the effective date of the eligibility list, shall be corrected. Any correction shall not, however, invalidate certification of an appointment previously made.

## **ARTICLE VII. ELIGIBILITY LISTS**

### 7.1. Types of Eligibility Lists.

- A. Promotional Eligibility List. Promotional eligibility lists shall consist of the names of regular and probationary employees who have been successful in a promotional recruitment for a higher class than that which they presently occupy. Probationary employees who compete in a promotional recruitment process will serve a probationary period in the higher classification.
- B. Open-Competitive Eligibility List. Open-competitive eligibility lists shall consist of the names of persons either employed or not employed by the City who have been successful in an open-competitive recruitment.

### 7.2. Creation of Eligibility Lists.

- A. Upon scoring of all selection components, the names of applicants will be placed on eligibility lists, ranked according to scores.
- B. In case of tied scores, candidates shall be listed in alphabetical order.

### 7.3. Duration of Eligibility Lists.

- A. Eligibility lists shall become effective upon the Personnel Officer's certification that the lists represent the relative evaluations of the candidates whose names appear on them.
- B. Unless otherwise provided in these Personnel Rules, eligibility lists shall be effective for a period of one (1) year from the date of their establishment, provided that the Personnel Officer may extend the period not to exceed an additional twelve (12) months. The Personnel Officer may abolish for cause an eligibility list at any time and request a new



recruitment and the preparation of a new eligibility list for any class or position. Two (2) or less names of qualified candidates available for appointment on an eligibility list constitutes sufficient cause for abolishing an eligibility list, but is not the sole reason constituting cause.

7.4. Removal of Names from Eligibility Lists. The Personnel Officer may remove the name of any eligible candidate from an eligibility list for any of the following reasons:

- A. On evidence that the eligible candidate cannot be located by postal authorities. Failure to reply within five (5) business days to a letter requesting information as to availability for appointment, or failure to notify the Personnel Officer of any change of address resulting in the return of letters without forwarding by the U.S. Post Office, will be considered grounds for removal. A candidate who is notified of his/her removal under this section may request in writing that the Personnel Officer restore his/her name to the eligibility list. Such a request may be granted if, in the Personnel Officer's sole discretion, an acceptable reason exists for the candidate's failure to reply to a notice requesting availability for appointment or failure to file a notice of a changed address. Upon receipt of a verbal or written statement from the eligible candidate declining appointment and stating that he/she wishes his/her name to be removed from the eligibility list.
- B. If an offer of regular full-time employment in the class for which the eligibility list was established has been declined by the eligible candidate.
- C. If an eligible candidate on a promotional eligibility list leaves the City service.
- D. After a determination has been made by the Personnel Officer that the candidate does not meet job-related standards.

7.5. Availability of Candidates. It shall be the responsibility of eligible candidates to notify the Human Resources Department in writing of any change of address or other change affecting availability for consideration for appointment.

## **ARTICLE VIII. METHODS OF FILLING VACANCIES**

8.1. Types of Appointment. All vacancies in the classified service shall be filled by transfer, reclassification, promotion, demotion, reemployment, reinstatement, or from the eligibility list certified by the Personnel Officer. In the absence of persons eligible for appointment in these ways, provisional appointments may be made in accordance with these Personnel Rules.

8.2. Selection of Appointment Method by Personnel Officer. Whenever a vacancy in the classified service is to be filled, the Personnel Officer, after considering the recommendation of the Department Head, shall have the right to decide whether to fill

the vacancy by transfer, reclassification, promotion, demotion, reemployment, reinstatement, provisional appointment, or from the eligibility list certified by the Personnel Officer.

8.3. Order of Priority in Using Lists. Priority for consideration for employment shall be given first to any existing reemployment lists, as set forth in Section 8.12. Consideration shall be given to candidates on promotional eligibility lists before candidates on open-competitive eligibility lists.

8.4. Final Appointment by City Manager. All appointments must be effectuated by final action of the City Manager.

8.5. Eligibility List. When utilizing an eligibility list, the Personnel Officer, upon the recommendation of the Department Head, shall appoint a candidate from the five (5) highest-ranking individuals on the eligibility list. If the Department Head does not recommend the appointment of the highest-ranking candidate, the Department Head must submit written justification for such determination to the Personnel Officer.

8.6. Voluntary Demotion. A regular employee may request a demotion to a lower classification in the same Department in which a vacancy is available by submitting a written request to his/her Department Head. The employee must meet the minimum qualifications of the lower classification. The Department Head shall exercise reasonable discretion in evaluating the request. Salary for employees who demote under this provision shall be modified in accordance with Section 14.1.G. of these Rules.

8.7. Provisional Appointment. A provisional appointment may be made by the Appointing Authority of a person meeting the minimum qualifications for the position. The term of a provisional appointment shall not be longer than six (6) months. The Personnel Officer may extend the period of any provisional appointment for a period of time not to exceed six (6) months. No credit shall be allowed for service under a provisional appointment toward meeting any requirement of a regular position. All provisional appointments must be made within budget.

8.8. Reinstatement. With the approval of the Personnel Officer, a regular employee who has resigned with a good performance record may be reinstated within one (1) year of the effective date of resignation to a vacant position in the same or comparable class, subject to all pre-employment policies and procedures. Reinstatement shall be conditioned upon satisfactory results of a drug test, if applicable to the position, background check, and proof of right to work, pursuant to Article V of these Rules, and satisfactory completion of a probationary period, pursuant to Article XI of these Rules. Upon reinstatement, the employee will be assigned a new adjusted service date based on the time the employee was gone. The employee will accrue leave at the same rate as when they separated from service. A regular employee who leaves employment and is reinstated within fifteen (15) calendar days shall, at the discretion of the Personnel Officer, be deemed to have been on a Leave of Absence without Pay for such period of time.

8.9. Acting Appointments. The Personnel Officer may make acting appointments to fill vacancies on an interim basis by selecting an employee to perform duties in a position in a higher classification than an employee's regular position. Such an appointment is not to exceed twelve (12) months. During this time, the employee continues to receive his/her regular City benefits, as well as any additional benefits of the equal or higher position he/she is temporarily filling. The person filling this position must meet the minimum standards or qualifications of the position.

8.10. Industrial Appointments. Positions declared vacant due to section 4850 industrial leave (after ninety (90) days) shall be filled as though the position is vacant. The person appointed to the position shall sign a statement indicating: (1) awareness of type of vacancy; (2) agreement to revert to previous position and salary range should the original employee return to the position; (3) time served (first twelve (12) months) will be considered probationary time; (4) time served in a higher position will only be considered for six (6) months after the return of the original employee; and (5) if a new employee and, thus, not reverting back to a position, that termination is acknowledged and agreed to and that his/her name shall be placed on a reemployment list. Should the original employee again go on a long-term illness leave in less than six (6) months, the previously appointed employee shall resume the position under the provisions set forth herein.

8.11. Long-Term Illness Appointments. Positions declared vacant due to long-term illness leave (after 90 days) shall be filled as though the position is vacant. The person appointed to the position shall sign a statement indicating: (1) awareness of type of vacancy; (2) agreeing to revert to previous position and salary range should the original occupant of the position return to the position; (3) time served will be considered probationary time; (4) time served in a higher position will only be considered for six (6) months after the return of the original employee; and (5) if a new employee and, thus, not reverting back to a position, that termination is acknowledged and agreed to and that his/her name shall be placed on a reemployment list. Should the original employee again go on a long-term illness leave in less than six (6) months, the previously appointed employee shall resume the position under the provisions set forth herein.

8.12. Reemployment.

- A. Regular Employees. The reemployment list shall consist of the names of regular employees who have been laid off. Such names shall be placed on the reemployment list in reverse order of layoff, by class. Regular employees whose positions have been reallocated to a lower class, but who have not been demoted for cause, shall also have their names placed on the reemployment list for the class from which their position was reallocated. Reemployment lists shall be administered in accordance with Article XX.
- B. Industrial and Long-Term Illness Appointees. Persons who are terminated, without cause, from an industrial or long-term illness appointment, shall automatically have his/her name placed on a

reemployment list for the position which he/she formerly held. The ranking of names shall be arranged in the reverse order of the termination date. Employees shall remain on the reemployment list for the previously held position until the employee refuses to accept employment or for one (1) year, whichever occurs first.

8.13. Emergency Employees. To meet the immediate requirements of an emergency condition, such as extraordinary fire, flood, earthquake, or other public calamity, which threaten public life or property, any legally competent officer or employee may employ such persons as may be needed for the duration of the emergency without regard to the personnel ordinance or rules affecting appointments. As soon as possible, such appointments shall be reported to the Personnel Officer. Emergency employees are not in the City's Classified Service and are temporary employees.

8.14. Employment Acts. Employees hired under the Comprehensive Employment and Training Act of 1974 and similar federal employment programs are considered temporary and not in the City's Classified Service for the purposes of these Personnel Rules.

## **ARTICLE IX. POLICY AGAINST HARASSMENT, DISCRIMINATION, AND RETALIATION**

9.1. Prohibition of Harassment, Discrimination, and Retaliation. The City of Hemet is committed to providing a work environment which is free of harassment or discrimination because of gender, genetic characteristics or information, race, color, national origin, ancestry, religious creed, sex, physical or mental disability, legally protected medical condition, marital status, veteran status, sexual orientation, age, or any other characteristic protected by applicable federal, state, or local law. The City is also committed to providing a work environment free from retaliation because of an employee's opposition to unlawful harassment or discrimination or participation in an employment discrimination or harassment investigation, proceeding, or hearing. In keeping with this commitment, this Article strictly prohibits harassment, discrimination, and retaliation of this nature. This Article applies to all employees involved in the operations of the City, including those not in the Classified Service, and prohibits harassment, discrimination, and retaliation by any employee of the City, including elected officials, Supervisors, and co-workers, and by others doing business with the City. If harassment occurs on the job by someone not employed by the City, the procedures in this Rule should be followed as if the harasser were an employee of the City.

9.2. Definitions.

- A. Discrimination. Prohibited discrimination can take many forms and includes, but is not limited to, the following:

- (1) Basing an employment decision as to a job applicant or employee (e.g. decision to hire, promote, transfer, terminate, etc.) on that applicant's or employee's protected characteristics;
- (2) Treating an applicant or an employee differently with regard to any aspect of employment based on a protected characteristic;
- (3) Engaging in prohibited harassment, as more fully defined in Section 9.2.B.; or
- (4) Engaging in prohibited retaliation by taking adverse employment action (e.g., demotion, transfer, discipline, termination, etc.) against an employee based on the employee opposing discrimination in the workplace; assisting, supporting, or associating with a member of a protected group who complains about discrimination; or assisting in an investigation of discrimination.

B. Harassment. Unwanted or unwelcome verbal, visual, or physical conduct constitutes harassment when:

- (1) Submission to or rejection of the conduct is used as the basis for an employment decision; or
- (2) The harassment unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment; or
- (3) Submission to the conduct is made either an explicit or implicit condition of employment.

Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, computer images, or cartoons regarding an employee's race, color, religious creed, sex (including pregnancy, childbirth, or related medical conditions), gender, national origin, ancestry, age, physical or mental disability, medical condition, legally protected medical condition, family care status, veteran status, marital status, sexual orientation, and/or any other protected characteristic.

C. Protected Characteristic. Race, color, religious creed, sex (including pregnancy, childbirth, or related medical conditions), gender, national origin, ancestry, age, physical or mental disability, legally protected medical condition, family care status, veteran status, marital status, sexual orientation, or any other characteristic protected by local, state, or federal laws.

- D. Retaliation. Adverse employment action that materially affects the terms, conditions, or privileges of employment, and which is taken because an employee engages in protected Opposition or Participation, as follows:
- (1) Examples of Opposition: Opposition to perceived harassment or discrimination includes, but is not limited to, threatening to file or filing a complaint with the Equal Employment Opportunity Commission (“EEOC”), the Department of Fair Employment and Housing (“DFEH”), a union or court; or complaining or protesting about alleged employment discrimination or harassment to a Supervisor, Manager, union official, co-worker, or other official. Opposition also includes a complaint or protest made on behalf of another employee or made by the employee’s representative.
  - (2) Examples of Participation: Participation includes filing a charge, testifying, assisting, or participating in an investigation, proceeding, hearing, or litigation under federal or state employment discrimination statutes or other hearings regarding protected employee rights, such as an application for unemployment benefits. The City also prohibits retaliation against somebody closely related to or associated with the employee exercising such rights.
  - (3) Examples of Adverse Employment Actions: An adverse employment action may include, but is not limited to, the following acts: disciplinary actions, negative performance evaluations, undesirable transfers, undesirable assignments, negative comments, unwarranted criticism, actions that harm the employee outside the workplace, undesirable changes in benefits, undesirable changes in work schedule, unwarranted exclusion from meetings or events, and undesirable changes in work duties.
- E. Sexual Harassment. Unwanted or unwelcome sexual advances, requests for sexual favors or visual, verbal, or physical conduct of a sexual nature constitute sexual harassment when:
- (1) Submission to such conduct is made a term or condition of employment; or
  - (2) Submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual; or
  - (3) Such conduct has the purpose or effect of unreasonably interfering with an employee’s work performance or creating an intimidating, hostile or offensive working environment.

Harassment is prohibited between members of the same or opposite sex. Harassment on the job is prohibited whether it involves co-worker

harassment, harassment by a Supervisor or Manager, or harassment by persons doing business with or for the City.

Examples of prohibited conduct of a sexual nature include, but are not limited to:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct, including: leering, making sexual gestures, displaying of sexually explicit jokes, comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes, or invitations.
- Physical conduct, including: touching, assault, impeding, or blocking movements.
- Retaliation for reporting harassment or threatening to report harassment.

F. Supervisor; Supervisory Employee. Any employee having the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, or to adjust their grievances, or to effectively recommend that action, if, in connection with the foregoing, the exercise of that authority is not merely of a routine or clerical nature, but requires the use of independent judgment.

### 9.3. Mandatory Training.

A. Non-Supervisory Employees. All employees who are hired by the City will be given a copy of this Article, and will receive guidance from the Human Resources Department on its provisions and the City's commitment to provide a harassment, discrimination, and retaliation-free workplace.

B. Supervisory Employees. All Supervisors will be trained once every two (2) years on matters relating to the prevention, reporting, and investigation of harassment, discrimination, and retaliation. Further, individuals appointed to supervisory positions from a non-supervisory position or as a new

employee shall receive training within six (6) months of their hiring or assumption of the supervisory position.

- (1) Harassment training for supervisors will last for a minimum of two (2) hours.
- (2) Harassment training for supervisors will be conducted in a classroom or other interactive setting and will, at a minimum, cover the following topics:
  - (a) A definition of unlawful sexual harassment under state and federal law.
  - (b) State and federal statutory provisions and case law principles concerning the prohibition against and the prevention of unlawful sexual harassment, discrimination, and retaliation in employment.
  - (c) The types of conduct that constitute sexual harassment.
  - (d) Remedies available for those who are sexually harassed.
  - (e) Strategies to prevent sexual harassment in the workplace.
  - (f) Practical examples, such as factual scenarios taken from case law, news and media accounts, hypotheticals based on workplace situations, and other sources which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions.
  - (g) The limited confidentiality of the complaint process.
  - (h) Resources for victims of unlawful sexual harassment, such as to whom they should report any alleged sexual harassment.
  - (i) The City's obligation to conduct an effective workplace investigation of a harassment complaint.
  - (j) Training on what to do if a supervisor is personally accused of harassment.
  - (k) The essential elements of an anti-harassment policy and how to utilize the policy if a harassment complaint is filed.

9.4. Preventing Harassment, Discrimination, and Retaliation. The City's complaint procedure provides for a prompt, thorough and objective investigation of every



harassment, discrimination, and retaliation claim, appropriate disciplinary action against one found to have engaged in prohibited harassment, discrimination, or retaliation and appropriate remedies to any victim of harassment, discrimination, or retaliation. Employees should adhere to the following procedure in notifying the City of harassment, discrimination and/or retaliation.

- A. Submitting a Complaint. Employees who believe they have been harassed, discriminated against, or retaliated against on the job, including by persons doing business with or for the City, must provide a written or verbal complaint to a Supervisor or to the Personnel Officer as soon as possible. Complaints regarding a person within the employee's direct chain of command must be provided to the Personnel Officer or to a Supervisor outside the chain of command. Complaints regarding a Personnel Officer other than the City Manager must be provided to the City Manager. Complaints regarding the City Manager or the City Attorney must be submitted to the City Clerk for consideration by the City Council during closed session. Complaints regarding a member of the City Council must be reported to the City Manager or the City Attorney.
- B. Complaint. The complaint should include details of the incident(s), the names of the individuals involved, and the names of any witnesses. Supervisors must immediately refer all harassment, discrimination, and retaliation complaints to the Personnel Officer, unless the Personnel Officer is involved in the reported conduct, in which case the complaint should be referred to the City Attorney.
- C. Investigation of Complaints. All incidents of harassment, discrimination and retaliation that are reported must be investigated. The Personnel Officer, or City Attorney in cases involving the Personnel Officer, will undertake and/or direct a prompt, thorough, and objective investigation of the harassment or discrimination allegations. The investigation will be completed and a determination regarding the alleged harassment, discrimination, or retaliation will be made and communicated to the complainant(s) and the accused harasser(s). If the City determines that harassment, discrimination, or retaliation has occurred, the City will take effective remedial action commensurate with the circumstances. In such an event, the City will provide the complainant(s) with a general statement that appropriate remedial action has been taken but shall not provide further detail. Appropriate action will also be taken to deter any future harassment, discrimination, or retaliation. If a complaint of harassment, discrimination, or retaliation is substantiated, appropriate disciplinary action, up to and including termination, will be taken. The City will also take appropriate action to remedy any loss to the employee resulting from the harassment or discrimination. Further, employees found to have engaged in harassment, discrimination, or retaliation may be personally liable to the complainant(s).

- D. Administrative Leave. Employees may be placed on paid administrative leave during an investigation until the conclusion of the discrimination, harassment, or retaliation investigation.

**ALL EMPLOYEES SHOULD NOTE THAT THE FAILURE TO USE THE CITY'S COMPLAINT PROCEDURE MAY HAVE AN ADVERSE EFFECT ON ANY CLAIM UNDER THIS ARTICLE IF SUCH A CLAIM IS LITIGATED.**

- E. Confidentiality. The City will take all reasonable steps available to maintain the confidentiality of all complaints of harassment, discrimination, or retaliation as well as all information gathered during an investigation. However, employees may not make an anonymous complaint, and the City cannot guarantee absolute confidentiality as disclosure of information is necessary to complete the investigation. All employees involved in the investigation of harassment, discrimination, or retaliation complaints will be admonished to keep all information related to the investigation confidential, and that revealing such information is grounds for disciplinary action.

9.5. Employee's Duty to Disclose Benefits Offered. Employees are hereby informed that no Supervisor, Officer of the City, or other person or entity doing business with the City, is authorized to expressly or impliedly condition the receipt or denial of any benefit, compensation, or other term or condition of employment on an employee's consent to any sexual demand. To the contrary, all employees are instructed that they must refuse such demands and report them promptly either to their immediate Supervisor, the Personnel Officer, or the City Attorney. Any employee who is found to have received any benefit from the City because he/she submitted to an unreported sexual demand will be disciplined appropriately, including but not limited to, reimbursement for the value of any benefits received. Any employee making such a demand will be similarly disciplined.

9.6. Supervisors' Duty to Report. A Supervisor will be subject to discipline for failing to report offensive conduct that potentially constitutes harassment, discrimination, or retaliation if the Supervisor knew or should have known of the offensive conduct in the normal course and scope of his/her supervisory duties.

9.7. Additional Enforcement Information. In addition to the City's internal complaint procedure, employees should also be aware that the EEOC and the DFEH investigate and prosecute complaints of harassment, discrimination, or retaliation in employment. You can contact the EEOC as follows: Los Angeles District Office, 255 East Temple, 4<sup>th</sup> Floor, Los Angeles, California 90012; 213-894-1000. You can contact the DFEH as follows: Santa Ana District Office, 2101 East 4<sup>th</sup> Street, Suite 255-B, Santa Ana, California 92705; 800-884-1684.

The policies and procedures described above apply to all types of prohibited harassment and discrimination and employees should feel free, without fear of

retaliation, to follow the procedures set forth above if they believe they have experienced prohibited harassment, discrimination or retaliation.

For more information, contact the City's Human Resources Department.

## **ARTICLE X. PART-TIME EMPLOYEES**

10.1. Part-Time Employees. A part-time employee shall be compensated at the hourly rate to which his/her particular class has been allocated by City Council resolution. If an hourly rate has not been so allocated, a part-time employee shall be paid an hourly rate equivalent to the monthly salary to which he/she would be entitled under the provisions of these rules were he/she a full-time employee.

10.2. Temporary Part-Time Employee Benefits. Temporary part-time employees are not entitled to classified service status, vacation, sick leave, holiday, or other fringe benefit privileges. Temporary part-time employees are entitled to workers' compensation coverage.

10.3. Regular Part-Time Employee Benefits. Regular part-time employees are entitled to workers' compensation coverage and a pro-rata share of vacation, sick leave, health insurance, and holidays, as provided for in these Rules and subject to applicable MOUs and Resolutions.

## **ARTICLE XI. PROBATIONARY PERIOD**

11.1. Probationary Period. All appointments, including promotional, shall be tentative and subject to a probationary period. The probationary period shall be twelve (12) months for Fire Employees, Fire Management Employees, Police Employees, CWA Employees and Police Management Employees and six (6) months for all other employees, unless the employee is notified in writing of a longer period in accordance with Section 11.3 below.

11.2. Objective of Probationary Period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his/her position.

11.3. Extension of Probationary Period.

- A. If the service of the probationary employee has not been satisfactory to the Department Head, then the Department Head shall complete a written evaluation to such effect, pursuant to Section 15.1.A. of these Rules, and notify the Personnel Officer that extension of the probationary period is desired. Upon approval of the Personnel Officer, the probationary period may be extended to a maximum of six (6) months.

- B. At least fifteen (15) days prior to the expiration of the probationary period, the Department Head shall discuss the areas of unsatisfactory performance with the probationary employee and the employee shall be given written notice of the extension of the probationary period.
- C. Extensions may not be used to uniformly change the length of the probationary period.
- D. The use of any leave of absence in excess of fifteen (15) days shall cause the employee's probationary period to be extended by the length of the leave of absence. An extension due to a leave of absence shall not count against the maximum six (6) month extension above.
- E. An employee who is suspended shall have his/her probation extended by the length of the suspension.

11.4. Completion of Probation. If the service of the probationary employee has been satisfactory to the Department Head, then the Department Head shall file a written evaluation with the Personnel Officer to such effect, stating that the retention of such an employee in the service is desired.

11.5. Dismissal of Probationer. This section shall apply only to original appointments and not to promotions. Should the Department Head determine that a probationary employee did not satisfactorily complete the probationary period, he/she shall inform the Personnel Officer who shall then notify the probationary employee. The Personnel Officer's decision shall be final with respect to a determination that the employee did not complete the probationary period. The probationary employee does not have property or vested rights to his/her position with the City and shall not be entitled to an appeal or a hearing.

11.6. Rejection Following Promotion. Any employee rejected during the probationary period following a promotion, or at the conclusion of such probationary period, shall be reinstated to the class from which he/she was promoted, if a vacancy exists. If the employee's former class has been deleted or abolished or there is no vacancy in the former class, the employee shall have the same rights he/she would have had if he/she occupied the former class at the time it was abolished. An employee will not be reinstated to the class from which he/she was promoted if the employee is terminated for cause from a position in the classified service.

11.7. Tracking by Human Resources Department. The Human Resources Department shall be responsible for tracking the duration of the probationary period and notifying the Department Head one month prior to the expiration of the probationary period.

## **ARTICLE XII. CLASSIFICATION**

12.1. Preparation of Plan. The Personnel Officer shall ascertain and record the duties and responsibilities of all positions in the classified service and, after consulting with the

Department Heads and anyone else as required by law, shall recommend a classification plan for such positions. The classification plan shall consist of classes of positions in the classified service defined by class specifications, including the title. The classification plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority and character of work are included within the same class, and that the same schedules of compensation may be made to apply with equity under like working conditions to all positions in the same class. Class specifications are explanatory, but not restrictive. The listing of particular tasks shall not preclude the assignment of other related tasks or related jobs requiring lesser skills.

12.2. Adoption, Amendment, and Revision of Plan. The Personnel Officer shall submit the classification plan, or amendments or revisions thereof, for approval by the City Council. At the time of the Council's consideration any interested party may appear and be heard.

12.3. Allocation of Positions. Following the adoption of the classification plan, the Personnel Officer shall allocate every position in the classified service to one of the classes established by the plan.

12.4. New Positions. Before filling a newly created position, the position shall be added to the classification plan, and an appropriate eligibility list may be established.

12.5. Reclassification. Positions, the duties of which have changed materially so as to necessitate reclassification, shall be allocated by the Personnel Officer to a more appropriate class, whether new or already created. Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions and promotions.

### **ARTICLE XIII. TIMEKEEPING, HOURS WORKED, AND OVERTIME**

13.1. Timekeeping.

- A. All time records, including time sheets, represent legal documents that are used to accurately record working time and to compensate employees properly. All employees shall record accurately all exact time worked on the day that it actually occurs.
  
- B. Supervisors are responsible for monitoring the following:
  - (1) Start time for each workday;
  - (2) Start time for each meal period;
  - (3) End time for each meal period; and
  - (4) End time for each workday.

- (5) If no meal period is taken, this must be stated.
  - (6) All actual time taken as paid leave.
  - (7) Any additional time during which work is performed, including work performed outside the regular shift, as set forth in Section 13.2.D.
- C. To ensure the accuracy of all time records, each employee shall sign a statement attesting that the time and hours recorded accurately and fully identify all time worked during the pay period, whether authorized or unauthorized, and that all meal periods to which the employee is entitled have been provided. Each employee shall further acknowledge that he/she has not violated any City Rule or Policy during the pay period, including but not limited to working unauthorized overtime or working during a meal period without authorization.
  - D. Employees responsible for completing time sheets must ensure that the time sheets are submitted to the Supervisors on the day designated by the City. Supervisors shall review and address potential issues in time sheets as established by City Policy. Supervisors shall sign each time sheet, attesting to the completion of such review and that the time recorded reflects all work performed by the employee of which the supervisor was reasonably aware.
  - E. Under no circumstances shall a Supervisor or employee sign a time sheet on behalf of another employee.
  - F. Employees shall be subject to discipline, up to and including termination, for violation(s) of this section.

### 13.2. Hours Worked.

- A. In General.
  - (1) Only those hours that are actually worked by non-exempt employees shall constitute "hours worked" for purposes of determining entitlement to overtime pay under applicable state and federal wage and hour laws.
  - (2) Non-exempt employees shall be compensated for travel time, attendance at training or meetings, court time, and other similar time where required under applicable state and federal wage and hour laws.
  - (3) Time taken as paid leave, including, but not limited to, holidays, vacations, sick leave, and other similar periods when no work is performed shall not constitute "hours worked".

- (4) Time worked for which employees receive additional compensation pursuant to applicable MOU or Resolution provisions, as set forth in Article XIV, shall constitute hours worked to the extent that it represents time actually worked and does not constitute overtime as defined in these Rules.

B. Meal Periods.

- (1) Non-exempt employees are entitled to unpaid meal periods during which they shall be entirely relieved of responsibilities and restrictions. Such time shall not constitute hours worked.
- (2) Unless additional time is provided under applicable MOUs or Resolution, non-exempt employees shall be entitled to thirty minute meal periods.
- (3) Supervisors shall schedule meal periods to ensure appropriate coverage.
- (4) Non-exempt employees who work during their meal periods shall be paid for time worked.

C. Rest Periods.

- (1) Non-exempt employees are entitled to two (2) fifteen (15) minute paid rest periods during each workday. Such time shall constitute hours worked.
- (2) Rest periods shall not be combined or added to employees' meal periods.
- (3) Supervisors shall schedule rest periods to ensure appropriate coverage.

D. Work Performed Outside Regular Shift.

- (1) Employees shall not perform work outside of their regularly scheduled shifts unless requested to do so by a Supervisor or with advance written authorization from a Supervisor. This requirement applies to, but is not limited to:
  - (a) Work performed before the start of the shift;
  - (b) Work performed during meal periods;
  - (c) Work performed after the end of the shift; and

- (d) Other work performed "off the clock" including work performed at home.
- (2) All employees shall take reasonable measures wherever feasible to avoid the need for work to be performed outside of their regularly scheduled shifts. Where required, time spent on such work shall be kept to a minimum.
- (3) Employees shall not perform work outside of their regularly scheduled shifts for any of the following purposes:
  - (a) To earn supplemental benefits.
  - (b) To serve out probationary periods; or
  - (c) To serve out merit salary increase periods.
- (4) Supervisors shall adhere to the following guidelines in requesting or assigning work outside an employee's regularly scheduled shift:
  - (a) An employee who may be required to perform work outside the regular shift shall be notified of the apparent need for such work as soon as practicable prior to when the work is expected to begin.
  - (b) When practicable, opportunities shall be made available on an equal basis to employees capable of performing the work.
- (5) Employees shall be subject to discipline, up to and including termination, for violation(s) of this section.

13.3. Overtime.

A. Workweek and work periods.

- (1) The workweek for employees, other than law enforcement, fire protection employees, and administrative personnel, shall be seven (7) consecutive days, starting at 12:01 a.m. on Monday and ending at midnight on the following Sunday. Time worked by non-exempt employees in excess of forty (40) hours in a workweek shall constitute overtime.
- (2) Work period for fire protection employees. Fire protection employees shall have a 24 day work period. Time worked in excess of 182 during the work period shall constitute overtime.



- (3) Work period for law enforcement employees. Law enforcement employees shall have a 28 day work period. Time worked in excess of 160 during the work period shall constitute overtime.

B. Payment for Overtime.

- (1) A nonexempt employee shall be paid for overtime in accordance with applicable state and federal law.
- (2) Exempt and nonexempt status is determined by the Personnel Officer in accordance with applicable state and federal law.
- (3) Employees shall have the option of receiving cash payment or compensatory time for overtime, subject to any limitations set forth in applicable MOU or Resolution provisions or City Policy.

#### **ARTICLE XIV.SALARY AND ADDITIONAL COMPENSATION**

14.1. Base Salary. Employees shall receive compensation for work performed within the applicable work week or work period at the salary rate for the range and step, or flat rate, assigned to the class in which they are employed.

- A. Salary at Appointment. Except as otherwise provided by this Section, all new employees shall be appointed at the first step of the salary range for the particular class in which the appointment is made. When, in the judgment of the appointing authority, the education, training, and experience of a proposed employee are superior and justify a salary in excess of the first step, the appointing authority may recommend that the City Manager authorize an appointment to a position at a higher step in the salary range. Additionally, the Personnel Officer may recommend an appointment to a position at a higher step in the salary range when the City has had difficulty in recruiting for the position or retraining for the position.
- B. Advancement Within Salary Range. Advancement within a salary range shall be authorized only after affirmative recommendation of the Personnel Officer. Only probationary and regular employees holding positions allocated to a salary range shall be eligible for such advancement. Such recommendation may be made only on a basis of satisfactory job performance. No salary advancement shall be made which will exceed the maximum rate established in the applicable salary plan.
- C. Step Advancement. Advancement shall not be automatic. No employee, despite receipt of a step advancement, shall be considered to be on regular status until after satisfactory completion of the probationary period. Eligible probationary and regular employees shall be advanced through the given steps in their respective salary ranges in the following manner:

Step A or Step 1 – The first step shall be the normal hiring rate for the class.

Step B or Step 2 – The second step is a rate to which a qualified, experienced, and conscientious employee may expect to advance following the completion of six (6) months of satisfactory service in Step A.

Step C or Step 3 – The third step is the rate to which a qualified, experienced, and conscientious employee may expect to advance following the completion of one (1) year of satisfactory service in Step B.

Step D or Step 4 – The fourth step is the rate to which a qualified, experienced, and conscientious employee may expect to advance following the completion of a minimum of one (1) year of satisfactory service in Step C.

Step E or Step 5 – The fifth step is the rate to which a qualified, experienced, and conscientious employee may expect to advance following the completion of a minimum of one (1) year of satisfactory service in Step D.

The Department Head may recommend that the City Manager authorize advancement of an employee to any of the last four steps of his/her allocated salary schedule earlier than would normally be attained if the circumstances warrant, but in no case sooner than six (6) months after his/her previous step increase.

- D. Salary Anniversary Date. The salary anniversary date shall be six (6) months from the first day of an employee's appointment or promotion.
- E. Advancement Procedure. The following provisions shall govern the normal advancement procedures for employees assigned to positions having a salary range:
  - (1) Notification of Eligibility to Department Head. Thirty (30) days prior to each employee's salary anniversary date and annually thereafter until the employee reaches the maximum step of the salary range for his/her class, the Personnel Officer shall advise the Department Head in writing of the employee's pending eligibility for a merit salary increase. The Department Head shall subsequently advise the Personnel Officer in writing prior to the employee's salary anniversary date whether or not the Department Head recommends advancement of the employee to the next higher step in the appropriate salary range. If the Personnel Officer approves the step increase, such advancement shall commence on the employee's salary anniversary date.

- (2) Postponement of Merit Salary Increase. If a Department Head does not recommend advancement of the employee to the next higher salary step, the merit salary increase may be postponed, with written justification, for up to one (1) year pending further review of the employee's job performance. If, during the postponement, the Department Head recommends that the employee be advanced to the next higher salary step, the Personnel Officer may cancel the postponement and authorize payment to the employee at the specified higher rate. Such payment shall commence at the beginning of the next pay period. The employee will not be assigned a new salary anniversary date provided that said postponement does not exceed a period of three (3) months. If said postponement is cancelled after three (3) months, the employee will be assigned a new salary anniversary date, which shall be one year after the date the postponement was cancelled.
  - (3) Failure to Consider Employee's Eligibility. Should an employee's salary anniversary date be overlooked through error, and upon discovery of the error the employee is recommended for a merit salary increase, the Personnel Officer shall authorize retroactive payment of the employee from the date the merit increase was originally due.
  - (4) Adjustment in Salary Anniversary Date Due to Leave of Absence. The granting of any Leave of Absence without Pay exceeding fifteen (15) consecutive days shall cause the employee to be assigned a new salary anniversary date. The employee's salary anniversary date will be moved forward by the number of days for which such leave of absence has been granted, less the first fifteen (15) days of such leave.
- F. Salary on Promotion. An employee who is appointed to a position in a class allocated to a higher salary range than the class in which he/she formerly occupied shall receive the next higher monthly salary which is at least five percent (5%) higher than his/her previous base salary, but in no case shall he/she be compensated above the top step of the new salary range. Employees not on the top step, excluding longevity steps, will be eligible for consideration for advancement to the next higher step after six (6) months of probationary service in the new position, and the employee's new salary anniversary date shall be established in accordance with section 14.5.
- G. Salary on Demotion. The salary of an employee who is demoted to a position in a class allocated to a lower salary range than the class in which he/she formerly occupied shall be determined as follows:

- (1) Involuntary Demotion. An employee who is involuntarily demoted to a position in a class allocated to a lower salary range than the class that the employee formerly occupied shall have his/her monthly salary reduced to a lower monthly salary rate in the salary range for the class which he/she has been demoted. The employee shall not be required to serve a probationary period in the lower position unless he/she has not completed his/her initial probationary period as required by this section. In such case, the employee will be required to complete his/her probationary period in the lower position. The employee shall retain the salary anniversary date he/she had in the higher position, unless otherwise determined pursuant to disciplinary action.
  - (2) Voluntary Demotion. An employee who is demoted at his/her own request to a position in a class allocated to a lower salary range than the class that he/she formerly occupied shall have his/her monthly salary reduced to the nearest lower monthly salary rate in the salary range for the class to which the employee has been demoted. The employee shall not be required to serve a probationary period in the lower position. The employee shall retain the salary anniversary date he/she had in the higher position.
- H. Salary on Suspension. An employee who has been suspended from his/her position shall not receive his/her salary for the duration of the suspension nor shall such employee be eligible to use accrued vacation, comp, or holiday time to compensate for the loss of pay. The employee will not be eligible to sell back vacation time or personal time off (PTO) for six (6) months following the last day of the suspension.
- I. Salary on Position Reclassification. The salary of an employee in a position that is reclassified shall be determined as follows:
- (1) Class with Same Salary Range. If the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate and the salary anniversary date of the employee will not change.
  - (2) Class with Higher Salary Range. If the position is reclassified to a class with a higher salary range than the previous classification, and if the incumbent is appointed to the reclassified position, he/she shall be compensated at the step in the new salary range which comes nearest to, but not less than five percent (5%) higher than, the step he/she held in the previous salary range, but in no case shall such salary exceed the top salary step of the higher classification. The salary anniversary date of the employee will not change.

- (3) Class with Lower Salary Range. If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, his/her salary shall not change unless it is greater than the maximum step of the lower salary range, in which case it shall be reduced to the maximum step of the new range. In lieu of a reduction in salary, the Personnel Officer may approve a "Y" rate for the employee. The salary anniversary date of the employee will not change.
- J. Salary Upon Natural Progression. For those positions identified in applicable MOUs as classification series designed to create a natural progression, incumbents may progress to the next level following an evaluation of the incumbent's skills and performance level. A reclassification recommendation must be submitted by the Department Head and approved by the Personnel Officer.
- K. Salary Upon Acting Appointment.
- (1) Salary upon Acting Appointment shall be administered in accordance with applicable MOU or Resolution provisions.
  - (2) The following provisions shall apply in the absence of an applicable MOU or Resolution provision:
    - (a) An employee who assumes an Acting Appointment for a period longer than three (3) continuous working days (three (3) working shifts for Fire Employees), the employee shall receive the salary rate of the higher class in which he/she is performing the required duties. In such cases, the employee shall be paid at the lowest step of the salary range of the higher classification which will assure an increase of not less than five percent (5%) greater than the salary of his/her current position, but in no case shall such salary exceed the top salary step of the higher classification.
  - (3) The higher salary rate payable shall commence on the fourth (4th) working day of the acting capacity. A Department Head shall initiate a personnel action form when an employee serves in an acting capacity for longer than three (3) days.
  - (4) A person appointed to an acting capacity shall be eligible to receive merit increases in his/her regular position during the acting appointment but shall not be entitled to merit increases in the position which he/she holds in an acting capacity.
- L. Change in Salary Allocation. Whenever a classification is reallocated to a new salary range, the salary of any employee in that classification shall be determined as follows:

- (1) Allocation to a Higher Salary Range. If the class is reallocated to a higher salary range, the employee shall be compensated at the same step in the new salary range. The employee's salary anniversary date shall not change.
  - (2) Allocation to a Lower Range. If the class is reallocated to a lower salary range, the salary of the employee shall not change unless it is greater than the maximum step of the lower salary range, in which case, it shall be reduced to the maximum step of the lower salary range. In lieu of a reduction in salary, the Personnel Officer may provide a "Y" rate for the employee. The employee's salary anniversary date shall not change.
- M. Compensation for Additional Duties. Notwithstanding anything in these Personnel Rules to the contrary, when in the judgment of the Personnel Officer it becomes necessary or desirable to utilize the service of City employees in capacities other than those for which they are regularly employed, the Personnel Officer may authorize and fix an additional rate of compensation for such employees. Compensation for additional duties shall be for a period not to exceed twelve (12) months and shall be paid at a rate equaling no less than a five (5) percent increase of the employee's regular salary rate.
- N. Salary Upon Reemployment. An employee reemployed after layoff in the same class he/she held at the time of layoff shall receive the same salary step in the range of that class.

#### 14.2. Improper Deductions from Salary.

- A. The City prohibits all Supervisors and Department Heads from making any improper deductions from the salaries of exempt employees. The City does not condone deductions that violate applicable state or federal wage and hour laws.
- B. An exempt employee who believes that an improper deduction has been made to his/her salary should immediately report this information to his/her Department Head, or to the Finance Department.
- C. The City will promptly investigate reports of improper deductions. If the City determines that an improper deduction has occurred, the employee will be promptly reimbursed for the improperly deducted amount.
- D. The City is committed to ensuring that Supervisors or Department Heads who are found to have made improper deductions do not continue doing so. To this end, Supervisors or Department Heads shall be subject to discipline for an initial improper deduction. In addition, failure by a Supervisor or Department Head to discontinue such improper deductions shall be subject to further discipline, up to and including termination.

14.3. Additional Compensation. Additional compensation shall be administered in accordance with applicable MOU and Resolution provisions. Examples of additional compensation include, but are not limited to wage augments and premium pay, such as:

- A. Call Back Pay.
- B. Bilingual Pay.
- C. Stand-By Duty Pay.
- D. Minimum Court Time.
- E. Certificate Incentive Program.
- F. Special Assignment Pay.
- G. Pay for Time Worked Outside a Scheduled Shift.

**ARTICLE XV.  
PERFORMANCE EVALUATIONS**

15.1. Performance Evaluations.

- A. The City shall maintain a system of employee performance evaluations designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular full time and regular part time employees at least once each year. For employees on probationary status, performance shall be reviewed on a semi-annual basis during the probation period. In addition, an employee's performance can be reviewed more frequently than once a year when, in the supervisor's opinion, the employee would benefit from additional reviews. For example, an employee's performance may be reviewed more frequently than once a year if the employee is placed on a work improvement plan.
- B. The supervisor shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file. The employee shall have the right to file with the supervisor a written response within ten (10) working days of such discussion, which shall become part of the evaluation and shall be placed in the employee's personnel file. The failure of an employee to file a response with the supervisor within ten (10) days shall be deemed a waiver of the right.
- C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee.

- D. The Human Resources Department shall be responsible for maintaining and adhering to a report schedule for each employee, including that evaluation forms are distributed to Department Heads and received from Department Heads in accordance with Section 15.1.A.

**ARTICLE XVI.  
PERSONNEL FILES**

16.1. In General.

- A. Separate Records. The following types of records shall be maintained separately from the employee's personnel file: verification of the right to work in the United States (Form I-9); verification of employment requests; EEOC and/or DFEH charges of discrimination; records related to workers' compensation claims; and medical or protected health information.
- B. Adverse Statements. Adverse statements shall not be included in an employee's personnel file unless a copy is provided to the employee. Documentation that a copy was provided to the employee, preferably a document signed by the employee acknowledging receipt, shall also be placed in the employee's official personnel file. If a police officer, subject to the Public Safety Officers' Procedural Bill of Rights, or a firefighter, subject to the Firefighters Procedural Bill of Rights, refuses to sign the document, that fact will be noted on the document and signed or initialed by such officer.
- C. Department Files. Files maintained by City departments for personnel purposes are subject to all provisions of this Article.

16.2. Right to Inspect Personnel File. An employee shall have the right to inspect the contents of his/her official personnel file at reasonable times and intervals. An employee shall have the right to a copy of documents in his/her official personnel file.

- A. Items Excluded From the Right to Inspect. Letters of reference and reports concerning an investigation of a possible criminal offense concerning the employee shall be excluded from the provisions of this Article. However, this exclusion is not intended to diminish any rights an employee or applicant has to obtain information from the City when the City conducts a background investigation under the Fair Credit and Reporting Act and/or the Investigative Consumer Reporting Act.

16.3. Right to Respond to Information in Personnel File. An employee shall have the right to respond in writing to any information contained in his/her official personnel file within ten (10) days of the employee's receipt of the adverse statement; such reply shall become a permanent part of the employee's personnel file. However, police officers, who are subject to the Public Safety Officers Procedural Bill of Rights, and firefighters who are subject to the Firefighters Procedural Bill of Rights, shall have thirty (30) days



to respond to adverse comments entered into his/her personnel file, and such written response shall be attached to, and shall accompany, the adverse comment.

16.4. Removal of Information from Personnel File. Any contents of an employee's personnel file may be removed pursuant to an agreement between the Personnel Officer and the employee concerned or by an order of an arbitrator, court, or impartial hearing officer, unless the particular item is otherwise required by law to be kept.

## **ARTICLE XVII. SEPARATION FROM CITY SERVICE**

17.1. Dismissal. An employee in the Classified Service may be discharged for cause at any time by the Department Head. Whenever it is the intention of the Department Head to discharge an employee in the Classified Service, the Personnel Officer shall be notified. Disciplinary discharge action shall be taken in accordance with Article XVIII. At-will employees and employees who are not in the Classified Service, may be discharged at any time without cause, without notice, and without the right to appeal said discharge.

17.2. Layoff. The City may lay off an employee in the Classified Service in accordance with Article XX of these Rules.

17.3. Resignation. Any employee wishing to leave the Classified Service in good standing shall file with the Department Head a written resignation stating the effective date and reasons for leaving at least fourteen (14) days before leaving the service, unless such time limit is waived by the Department Head. The Personnel Officer can also waive the fourteen (14) day period. Failure to give notice as required by this Article shall be cause for denying future employment by the City.

17.4. Retirement.

- A. Service Retirement. An employee may voluntarily terminate his/her employment with the City after having satisfied the age and length of employment requirements of the Public Employees Retirement System ("PERS") for applying for retirement benefits.
- B. Disability Retirement. An employee may terminate his/her employment in accordance with PERS standards and procedures when it is necessitated by an injury or illness that renders the employee incapable of performing his/her essential functions, as defined in the class specifications.

## **ARTICLE XVIII. DISCIPLINE**

18.1. Application to Police and Fire Employees. Subject to the following provisions, this Article shall not apply to any City employees of the Fire Department or Police Department who are subject to separate discipline rules and procedures as set forth by Department policy and/or MOU.

- A. Police Department discipline policies and practices may not take the place of any additional rights conferred to peace officers under the Public Safety Officers Procedural Bill of Rights Act (*Government Code* §§3300-3312). The Police Chief or his/her designee must notify the Human Resources Manager prior to proposing any disciplinary action.
- B. Fire Department discipline policies and practices may not take the place of any additional rights conferred to firefighters under the Firefighters Procedural Bill of Rights Act (*Government Code* §§3250-3262). The Fire Chief or his/her designee must notify the Human Resources Manager prior to proposing any disciplinary action.

18.2. Types of Disciplinary Action. Disciplinary action consists of written reprimands, involuntary demotion, suspension, reduction in salary for purposes of punishment, transfer for purposes of punishment, or discharge. While the City maintains a progressive disciplinary system, the City may commence discipline at any level that is appropriate for the employee's action. The following actions are not subject to the provisions of this Article:

- A. Deferred merit salary increases;
- B. Negative or poor performance evaluations;
- C. Demotion or discharge due to layoff;
- D. Verbal counseling; and
- E. Transfer to another position in the same classification without a loss of pay.

18.3. Legitimate Reasons for Disciplinary Action. Discipline of non-probationary regular employees will not be imposed except upon a showing of good cause which may include, but shall not be limited to, the following:

- A. Violation of City Personnel Rules, Ordinances, Resolutions, and/or administrative policies and procedures;
- B. Failure to satisfactorily perform assigned duties;
- C. Theft of, or harm to, City property or the personal property of another;
- D. Insubordination;
- E. Dishonesty;
- F. Willful concealment of pertinent information from supervisors;

- G. Conviction of a felony, or conviction of a misdemeanor relating to the employee's fitness to perform assigned duties;
- H. Unauthorized absence from employment;
- I. Excessive absenteeism or abuse of sick leave;
- J. Tardiness;
- K. Failure to maintain satisfactory working relationships with other employees or the public such as discourteous treatment;
- L. Reporting to work or being at work, under the influence of alcohol;
- M. Reporting for work, or being at work, under the influence of or in possession of non-prescribed controlled substances;
- N. Assault, battery, or fighting while on duty or under the guise of office;
- O. Reporting for work, or being at work, while in possession of a firearm or other weapon without authorization;
- P. Gambling on City property or during working hours;
- Q. Sleeping on the job without authorization;
- R. Leaving the job without authorization;
- S. Improper use of City funds;
- T. Acceptance of bribes or extortion;
- U. Unauthorized use of or willful damage to City property;
- V. Falsification of records, including information provided on an application for employment;
- W. Failure to properly care for City property or otherwise engaging in conduct directly resulting in loss of, or damage to, City property;
- X. Acceptance of any gift, (other than as provided for by written City policy) reward or other form of compensation in addition to regular compensation for performance of official duties;
- Y. Carelessness or negligence;
- Z. Failure to maintain any employment qualification;

- AA. Failure to comply with safety standards or conducting oneself in an unsafe manner.
- BB. Failure to ensure that minor workers under an employee's supervision adhere to work restrictions set forth in City policy, consistent with applicable state and federal law.

18.4. Categories of Discipline.

- A. Minor Discipline for Non-Peace Officers. “Minor discipline” includes written reprimands and suspensions of up to four (4) days. Department Heads shall have the authority to impose minor discipline. Department Heads are required to obtain the concurrence of the Human Resources Manager prior to imposing or proposing disciplinary action.
- B. Employees who have received minor discipline are entitled to due process as set forth in Section 18.6.A. of these Rules.
- C. Minor Discipline for Peace Officers. A “peace officer” is an employee covered under the Public Safety Officers Procedural Bill of Rights Act (*Government Code* §§3300-3312). As such, all discipline against peace officers is treated as “major discipline,” as defined in Section 18.3.D., below, and peace officers are entitled to the procedures set forth in Section 18.6.B. of these Rules when any minor discipline is to be imposed. These procedures are not intended to take the place of any additional rights conferred to peace officers under the Public Safety Officers Procedural Bill of Rights Act.
- D. Major Discipline. “Major discipline” includes all disciplinary action with a severity equal to or greater than a suspension of five (5) or more days. Department Heads shall have the responsibility to propose major discipline, to schedule and conduct any pre-disciplinary conference, and to make recommendations to the Deputy City Manager regarding the disposition of the proposed major discipline. Department Heads are required to obtain the concurrence of the Deputy City Manager before proposing and imposing major discipline. If the Deputy City Manager concurs with the Department Head’s recommendation of discipline, either the Deputy City Manager or the Department Head shall have the authority to impose such discipline, pursuant to the procedure set forth in Section 18.6.B.

18.5. Delegation of Authority. If the Deputy City Manager or the Department Head delegates his/her authority, the employee who is subjected to discipline must be notified of the delegation.

18.6. Disciplinary Procedures.

- A. Minor Discipline

- (1) Informal Meeting. The Department Head shall hold an informal meeting with the employee to discuss the minor discipline. The Department Head shall prepare written documentation of the meeting and the matters discussed, which will be initialed by the employee at the end of the meeting.
- (2) Written or Oral Response. The employee shall have an opportunity within seven (7) days from the date of the informal meeting to submit a written response to the Department Head, or request a meeting with the Department Head in which to present an oral response. The Department Head shall consider any timely written or oral response, and any other relevant information, before the minor discipline is placed in the employee's personnel file.
- (3) Placement of Response in Personnel File. The employee's response, if any, will also be placed in his/her personnel file. There shall be no further appeal or grievance of minor discipline.

B. Major Discipline

- (1) Notice of Intent. Prior to the imposition of any major discipline, the Department Head shall issue a Notice of Intent to the employee. The Notice of Intent shall set forth the nature of the proposed disciplinary action and any specific charges against the employee. The Notice of Intent shall also include copies of the written documents and materials upon which the proposed disciplinary action is based. In addition, the Notice of Intent shall notify the employee of his/her right to respond to the Notice of Intent, either orally and/or in writing within the limits set forth below.
- (2) Issuance and Delivery of Notice of Intent. The Notice of Intent may be delivered to the employee in person or by mail. Whether delivery is made in person or by mail, the Notice of Intent shall contain a "Statement of Delivery" indicating the date on which the Notice of Intent was personally delivered or deposited in the United States mail. Such date of delivery or mailing shall be the "date of issuance" of the Notice of Intent.
- (3) Employee Response to the Notice of Intent. The employee may respond orally or in writing to the Notice of Intent.
  - (a) Oral Response to the Notice of Intent. If an employee wishes to respond orally, he/she must, within five (5) days from the date of issuance of the Notice of Intent if personally served and seven (7) days if served by mail, request that the Department Head meet with the employee prior to the imposition of discipline. The pre-disciplinary meeting must

occur within ten (10) days from the date of the employee's request, unless the City and the employee mutually agree to extend the time.

- (4) Written Response to the Notice of Intent. If an employee wishes to respond in writing to the Notice of Intent, he/she shall file his/her written response with the Department Head within five (5) days from the date of issuance of the Notice of Intent if personally served and seven (7) days if served by mail.
- (5) Written Notice of Determination by Department Head. Within seven (7) days after the latter of the employee's oral or written response, the date of the pre-disciplinary meeting, or the expiration of the employee's time to respond to the Notice of Intent, the Department Head shall reach a determination and prepare written notice advising the employee of one of the following outcomes:
  - (a) Dismissal of the notice of intent and no disciplinary action against the employee;
  - (b) Imposition of the proposed discipline; or
  - (c) Modification of the proposed discipline. Such modification may not include discipline more severe than that described in the Notice of Intent. However, the City may reduce such discipline without the issuance of a further Notice of Intent.
- (6) Content of Written Notice.

A written Notice of Imposed Discipline or a written Notice of Imposed Modified Discipline shall, at minimum, include the following:

  - (a) The disciplinary action taken;
  - (b) The effective date of the disciplinary action taken;
  - (c) Specific charges upon which the action is based;
  - (d) A summary of the facts upon which the charges are based; and,
  - (e) The employee's right to appeal the decision.
- (7) Untimeliness. An employee's failure at any step of the process described above to respond to a disciplinary action within specified time limits shall be deemed acceptance of the decision rendered.

18.7. Administrative Leave with Pay. An employee may be placed on an Administrative Leave with Pay to allow the City time to fully investigate the facts of an alleged violation, while the disciplinary action is in process, or when the Personnel Officer determines that it is in the best interests of the City. The employee must be available by telephone, and must be able to report to the work site within sixty (60) minutes, during his/her normal working hours or during such other hours as may be identified by the Department Head. When an employee is placed on Administrative Leave with Pay during this investigation, he/she shall not discuss the alleged violation or the disciplinary action with anyone, except a representative of his/her choice. Failure to remain reachable by telephone shall be considered insubordination, and could result in additional disciplinary action. The employee shall be informed that communicating with others, except a representative of his/her choice, about a pending investigation constitutes insubordination and is a separate and independent ground for discipline. This section is not intended to prevent the employee from communicating with his/her legal counsel or with his/her representative.

18.8. Right to Appeal. Regular employees shall have the right to appeal any imposition of major discipline to a Hearing Officer by requesting a disciplinary hearing.

18.9. Disciplinary Hearings.

- A. Requests for Disciplinary Hearings. When an employee requests a disciplinary hearing, the request shall be in writing, signed by the employee and presented to the Deputy City Manager within ten (10) days after the date of the Notice of Imposed Discipline if personally served, and fifteen (15) days if served by mail. Any such requests shall be addressed to the Deputy City Manager and shall identify the subject matter of the appeal, the grounds for the appeal and the relief desired by the employee. All disciplinary hearings shall be conducted in private unless the employee requests a public hearing in writing.

If the employee fails to request a disciplinary hearing within the prescribed time, the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

- B. Hearing Officer. The hearing shall be before a Hearing Officer mutually selected by the parties (employee and City).
- C. Scheduling of Disciplinary Hearing. The Deputy City Manager shall schedule any disciplinary hearing within a reasonable time after the filing of the employee's request, considering the availability of a Hearing Officer and the availability of the employee and witnesses. All interested parties shall be notified in writing of the date, time and place of the hearing at least seven (7) days prior to the hearing.

- D. Representation at Disciplinary Hearing. At the disciplinary hearing, the employee may appear personally and may be represented by counsel or other representative.
- E. Employee's Appearance at Disciplinary Hearing. An employee who requests an appeal of discipline imposed under this Article must be present during his/her appeal hearing. Failure to be present shall constitute a waiver of the employee's right to an appeal. Waiver will not occur if the employee can demonstrate good cause for his/her failure to be present within three (3) working days from the date the employee fails to appear.
- F. Subpoenas for Witnesses and Documents. The Hearing Officer shall have the authority to issue subpoenas, to compel the attendance of witnesses, and to require the production of documents.
- G. Conduct of Disciplinary Hearing. The proceedings before the Hearing Officer shall be conducted as follows:
- (1) All interested parties shall have the following rights:
    - (a) To call and examine witnesses;
    - (b) To introduce exhibits;
    - (c) To cross examine opposing witnesses on any matter relevant to the issue, even if the matter is not covered in the direct examination;
    - (d) To impeach any witness regardless of which party first called him/her to testify;
    - (e) To rebut the evidence against them; and
    - (f) To present oral and written arguments.
  - (2) The City shall have the burden of proof, and the burden shall be by the preponderance of the evidence.
  - (3) The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but shall be conducted in a manner most conducive to the determination of the truth. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in a court of law. Decisions made by the



Hearing Officer shall not be invalidated by any informality in the proceedings.

- (4) The Hearing Officer shall not take testimony from one (1) party outside the presence of the other and may not communicate on the merits of a contested matter without notice and opportunity for all parties to participate.
- (5) Hearsay evidence may be used for the purpose of explaining any direct evidence, but shall not be sufficient to support a finding, unless it would be admissible over objections in civil actions.
- (6) The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
- (7) The Hearing Officer shall determine the relevancy, weight, and credibility of testimony and evidence.
- (8) Irrelevant evidence and unduly repetitious evidence shall be excluded.
- (9) The Hearing Officer shall have the power to exclude any witnesses.

H. Hearing Officer's Decision. The Hearing Officer shall base his/her findings on the preponderance of the evidence. Within thirty (30) days after the disciplinary hearing, the Hearing Officer shall issue a written decision containing findings of fact and conclusions of law. The Hearing Officer shall have the authority to affirm, revoke, or reduce the disciplinary action imposed against the employee. The Hearing Officer may not provide for discipline more stringent than that imposed by the City. The Hearing Officer's decision constitutes an advisory opinion of any disciplinary action. A copy of the Hearing Officer's decision shall be provided to the charged employee, and may be placed in the employee's personnel file.

Notwithstanding the above, the Hearing Officer shall not have binding authority to add, modify, or subtract from applicable Personnel Rules, Department Policies, Resolutions, Regulations, any applicable MOU, and/or any Ordinances adopted by the City. Further, the Hearing Officer shall not have the authority or power to render a binding decision that requires the City to expend additional funds, to hire additional personnel, to buy additional equipment or supplies, or to pay wages or benefits not specifically provided for in applicable Personnel Rules, Department Rules, Resolutions, Regulations, any applicable MOU, administrative policies and procedures, and/or any Ordinances adopted by the City. The Hearing Officer shall not have the authority to require the City to perform any other action that would violate state or federal laws.

- I. Cost Allocation. The Hearing Officer's fees shall be borne entirely by the City.
- J. City Manager's Review of Hearing Officer's Decision. Within seven (7) days after the City and employee receive the Hearing Officer's advisory opinion, either party may submit written argument as to whether the Hearing Officer's opinion should be accepted, rejected, or modified. Within fourteen (14) calendar days after the seven (7) day period above has expired, the City Manager shall advise the employee and the Deputy City Manager whether the City Manager is accepting, rejecting, or modifying the advisory opinion. The decision of the City Manager shall be final and binding.

18.10. Judicial Review. Judicial review of the final decision by the City Manager may be made in accordance with Section 1094.5 of the California Code of Civil Procedure only if the petition for writ of mandate pursuant to said section is filed within the time limits specified in said section. Pursuant to Code of Civil Procedure Section 1094.6, any such petition shall be filed not later than the ninetieth (90th) day following the date on which the City Manager's decision becomes final.

18.11. Time Extensions. Any time limitations or requirements as set forth under this Article may be extended or changed by mutual written agreement of the parties.

18.12. Delivery of Notice. When notice is required, the notice shall be given to the affected employee either by delivery of the notice to the employee in person; or if the employee is not available for personal delivery, by placing the notice in the United States mail, first class, postage paid, and by Certified Mail, return receipt requested, in an envelope addressed to the employee's last known home address. It shall be the responsibility of the employee to inform the Human Resources Department, in writing, of his/her current home address and of any change in such address, and the information so provided shall constitute the employee's "last known home address." Such personal delivery or mailing shall be presumed to provide actual notice to the affected employee.

## **ARTICLE XIX. GRIEVANCE PROCEDURE**

19.1. Application to Police and Fire Employees. Subject to the following provisions, this Article shall not apply to any City employees of the Fire Department or Police Department who are subject to separate grievance rules and procedures as set forth by Department policy and/or MOU.

- A. Police Department grievance policies and practices may not take the place of any additional rights conferred to peace officers under the Public Safety Officers Procedural Bill of Rights Act (*Government Code* §§3300-3312). The Police Chief or his/her designee must notify the Human Resources Manager within three (3) business days after receipt of a written grievance.

- B. Fire Department grievance policies and practices may not take the place of any additional rights conferred to firefighters under the Firefighters Procedural Bill of Rights Act (*Government Code* §§3250-3262). The Fire Chief or his/her designee must notify the Human Resources Manager within three (3) business days after receipt of a written grievance.

19.2. Purpose of Grievance Procedure. The City provides a grievance procedure for the effective resolution of employee complaints regarding an alleged violation or interpretation of these Personnel Rules, City's Municipal Code, Resolutions, Department Policies, Regulations, and any applicable MOU. Specifically excluded from this grievance procedure are the following:

- A. Performance evaluations;
- B. Deferred merit salary increases;
- C. Demotion or discharge due to layoff;
- D. Verbal counseling;
- E. Policy decisions of the City Council;
- F. Transfer to another position in the same classification without a loss of pay; and
- G. Matters for which there is a separate appeal, including, but not limited to, disciplinary action.

19.3. Definitions.

- A. Grievance. An expressed claim by a regular employee that the City has violated, misinterpreted, or misapplied an obligation to the employee as such obligation is expressed and written in these Personnel Rules, City's Municipal Code, Resolutions, Department Rules, Regulations, and any applicable MOU.
- B. Grievance Procedure. The process by which the validity of a grievance is determined.
- C. Representative. A person who at the request of the employee or management is invited to participate in a grievance conference.

19.4. Grievance Procedure.

- A. Step One - Informal Discussion of Grievance with Immediate Supervisor. When an employee has a grievance, the employee shall first informally discuss the matter with the employee's immediate Supervisor within ten (10) days from the date of the incident or decision giving rise to the

grievance, or in the exercise of reasonable diligence within a time frame greater than ten (10) days of the incident or decision giving rise to the grievance. The immediate Supervisor shall hold a conference with the employee within ten (10) days of receiving notice from the employee of the grievance.

Within ten (10) days after meeting with the employee, the immediate Supervisor shall respond to the grievance in writing. The issuance of the written decision shall complete Step One. The employee shall be entitled to proceed to Step Two if the immediate Supervisor fails to provide a timely or satisfactory response.

- B. Step Two - Written Grievance to the Department Head. If Step One of the process does not satisfactorily resolve the grievance, the employee shall have the right to file a formal, written grievance with his/her Department Head not later than ten (10) days following completion of the informal grievance procedure.

The written grievance must be submitted to the Department Head, and must identify the section(s) of these Personnel Rules, City's Municipal Code, Resolutions, Department Policies, Regulations, and/or any applicable MOU alleged to have been violated, and explain the remedy sought by the employee. The employee must also submit any documents that should be considered in connection with the grievance. Failure to follow these requirements shall render the grievance ineffective. The Department Head shall provide the employee with notice and an opportunity to cure an ineffective grievance that was submitted before the expiration of the time for response. The employee may have up to five (5) calendar days to cure an ineffective grievance by submitting a written notice explaining the defects. Failure to cure or comply with these requirements before the expiration of the time for response shall be deemed a waiver of the employee's right to proceed.

The Department Head shall meet with the employee and respond in writing within ten (10) days of receiving the written grievance. The issuance of the written decision shall complete Step Two. The employee shall be entitled to proceed to Step Three if the Department Head fails to provide a timely or satisfactory response.

- C. Step Three – City Manager Review. If Step Two of the process does not satisfactorily resolve the grievance, the employee and the employee's representative shall have the right to appeal the grievance in writing to the City Manager not later than ten (10) days following the completion of Step Two.

The written appeal must be submitted to the Personnel Officer, and must identify the section(s) of these Personnel Rules, City's Municipal Code,

Resolutions, Department Rules, Regulations, and any applicable MOU alleged to have been violated, and explain the remedy sought by the employee. The employee must also submit any documents that should be considered in connection with the grievance. Failure to follow these requirements shall render the grievance ineffective. The Personnel Officer shall provide the employee with notice and an opportunity to cure an ineffective grievance that was submitted before the expiration of the time for response. Failure to cure or comply with these requirements before the expiration of the time for response shall be deemed a waiver of the employee's right to proceed.

The City Manager shall issue a written decision within ten (10) days of receiving the written grievance. The decision of the City Manager, or his/her designee, shall be final and shall resolve the grievance procedure.

19.5. General Provisions.

- A. Request for Accommodation. Any employee filing a grievance under this Article who requires a reasonable accommodation to the proceedings or the facilities due to a physical disability, mental disability, or medical condition, as defined by state and federal law, should notify his/her immediate supervisor of his/her need for reasonable accommodation when he/she files his/her grievance.
- B. Non-Retaliation. The City shall not retaliate against any employee or any representative resulting from the use of the grievance procedure.
- C. Representation. An employee is entitled to have a representative present during grievance meetings.
- D. Time Limits.
  - (1) Failure at any step of this grievance procedure to fully comply with the requirements of this Article shall be deemed a waiver of the employee's rights to proceed under this Article.
  - (2) Failure at any step of this grievance procedure to communicate the decision on the grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step.
  - (3) Failure of the aggrieved employee, at any step of this grievance procedure, to submit the decision on a grievance to the next step within specified time limit shall be deemed acceptance of the decision rendered.
  - (4) The City and the grievant may mutually agree to extend any of the time limits set forth herein.\

- (5) In the event the aggrieved employee has complied with the time limits set forth herein, but has provided a defective or ineffective grievance, the City shall provide the aggrieved employee with written notice identifying the defect and an opportunity of five (5) calendar days to cure the defect. The aggrieved employee shall not be provided with more than one (1) opportunity to cure at each step of the grievance process.

19.6. Judicial Review. Judicial Review of any final decision regarding a grievance may be had pursuant to Section 1094.5 of the California *Code of Civil Procedure* only if the petition for writ of mandate pursuant to said section is filed within the time limits specified in said section. Pursuant to *Code of Civil Procedure* Section 1094.6, any such petition shall be filed not later than the ninetieth (90<sup>th</sup>) day following the date on which the decision becomes final.

## **ARTICLE XX. LAYOFF PROCEDURES**

20.1. Order of Layoff. The following order of layoff shall be instituted prior to regular full-time employees:

- A. Contract employees; Temporary part-time employees;
- B. Temporary full-time employees;
- C. Probationary employees; and
- D. Regular part-time employees.

20.2. Seniority. When the City orders a reduction in the work force, the layoff of regular status employees shall be first based upon seniority within a classification within a department/division and secondly, based upon seniority in total service with the City.

20.3. Ties in Seniority. Regular status employees in the same Department with equal time in a classification and total service in the City shall be laid off based upon past performance evaluations.

20.4. Voluntary Demotion. A regular status employee who is subject to layoff may, in lieu of layoff, choose a demotion to a lower classification in the same Department, provided he/she gives written notice to his/her Department Head ten (10) calendar days after receiving notice of layoff. In addition, a regular status employee must have previously served in the lower classification and must have seniority in that classification over the regular status employee being displaced within the same Department. Regular employees who elect to demote under this provision shall be placed on the step nearest their present salary within the range of classification to which they are demoting, provided such step shall not exceed present salary.

20.5. Notice. The City shall give, or send by regular and certified U.S. mail to the last known address of affected employees, written notice of at least fourteen (14) calendar days prior to the effective date of the layoff. Notice is not affected by failure of the employee to return receipt for certified mail. Under emergency circumstances, the notice period may be shortened.

20.6. Reemployment. Regular status employees laid off or taking voluntary demotion in service shall be reemployed in the reverse order of their layoff or demotion. Regular status employees laid off or taking a voluntary demotion in rank shall be maintained on the reemployment list until such employee refuses to accept reinstatement or for one year, whichever occurs first. Employees who have been laid off and are reinstated, will retain their original seniority date.

## **ARTICLE XXI. LEAVE PROVISIONS**

### 21.1. Sick Leave.

- A. Accumulation of Sick Leave. Sick leave shall be accumulated in accordance with applicable MOU and Resolution provisions.
- B. Permitted Uses of Sick Leave. Sick leave may be applied to the following:
  - (1) An absence necessitated by an employee's personal illness or injury.
    - (b) Medical and dental office appointments.
    - (c) Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician that the presence of the employee on duty would endanger the health of others.
    - (d) Absence from duty because the employee's presence is needed to attend to the illness of a member of his/her immediate family. For purposes of this section, immediate family shall mean spouse; domestic partner; biological, foster, or adoptive parent; step-parent; legal guardian; biological, foster, or adopted child; step-child; legal ward; child of domestic partner; or child of an employee standing in loco parentis. The use of sick leave under this subsection shall be limited to an annual maximum of one-half (½) of annual potential accrual.
    - (e) Absence due to the employee's entering and participating in an alcohol or drug rehabilitation program.

- (f) As provided under any other leave policy in these Personnel Rules.
- C. Illness While on Paid Vacation. Sick leave shall be granted to all employees who become ill or injured while on authorized vacation, provided that such illness or injury would otherwise warrant use of sick leave, and provided further, that an attending physician's statement is furnished which states that the employee was incapacitated to a degree that would prohibit his/her performance of his/her normal duties.
- D. Illness While on Paid Time Off. When a Police Management Employee or Administrative Personnel Employee is using Paid Time Off and becomes ill or injured, he/she may use sick leave when eligible.
- E. Illness or Injury of Employee While on Normal Time Off. Sick leave shall not be granted to employees who become ill or injured while absent from duty during normal days off or holidays. Should the injury or illness extend beyond such authorized time off duty, sick leave may be authorized in accordance with the conditions of this Section.
- F. Prohibited Uses of Sick Leave. Sick leave shall not be applied to any of the following:
  - (1) Absence caused by illness or injury to a member of the employee's family except as provided in B(4) or B(6) above.
    - (g) Absences which occur on a holiday, unless scheduled to work on the holiday.
- G. Certification. The City may require a doctor's certificate at any time as proof of illness.
- H. Notice of Sick Leave Use.
  - (1) An employee shall contact his/her immediate supervisor no later than one (1) hour before the commencement of the work shift to report illness and absence from work. Consideration shall be given to emergency situations that restrict the employee from contacting their immediate supervisor within the first hour of work including, but not limited to accident, injury or hospitalization. An employee shall also notify his/her immediate supervisor before leaving their work site prior to completion of their work shift due to illness.
  - (2) Reporting requirements greater than one (1) hour may be imposed under applicable MOUs, or department policy.



- I. Payoff Upon Termination of Employment. The City agrees to provide employees with a payoff of a portion of accumulated sick leave in accordance with applicable MOU and Resolution provisions.
- J. Sick Leave and Disability Retirement. Pursuant to *Government Code* section 21163, sick leave shall be granted only for non-industrial related injuries or illness.

21.2. Bereavement Leave.

- A. For purposes of this section, immediate family shall mean spouse; domestic partner; biological, foster, or adoptive parent; step-parent; parent-in-law; legal guardian; brother; sister; step-brother; step-sister; brother-in-law; sister-in-law; biological, foster, or adopted child; step-child; legal ward; child of domestic partner; child of an employee standing in loco parentis; grandparent; or grandparent-in-law.
- B. The Personnel Officer may grant paid bereavement leave upon the request of an employee, upon the death of an immediate family member.
- C. Bereavement Leave will be administered according to applicable MOU and Resolution provisions.

21.3. Victim Leave.

- A. Definitions. The following definitions shall apply to this Section:
  - (1) Domestic Violence. Abuse that is committed against any of the following persons: (1) spouse or former spouse; (2) domestic partner or former domestic partner; (3) cohabitant or former cohabitant; (4) person with whom the perpetrator is having or has had a dating or engagement relationship; (5) a person with whom the perpetrator has had a child; (6) a child of a party; (7) any person related by consanguinity or affinity within the second degree.
    - (h) Sexual Assault. Any of the following crimes (as defined in Title 9 of the California *Penal Code*): rape; unlawful sexual intercourse with a person under 18; rape of a spouse; abduction for marriage or defilement; inveiglement or enticement of unmarried female under 18 for purposes of prostitution, etc.; abduction or procurement by fraudulent inducement for prostitution; abduction to live in an illicit relation; obtaining consent to sexual acts by false or fraudulent representation with intent to create fear; placing or permitting placement of wife in house of prostitution; procurement of child under 16 for lewd or lascivious acts; abduction of person under 18 for purposes of prostitution; aggravated sexual assault

of a child; female genital mutilation; incest; sodomy; lewd or lascivious acts; oral copulation; continuous sexual abuse of a child; penetration by unknown or foreign objects; or employment or use of a minor to perform prohibited acts.

B. Permitted Uses of Victim Leave. Victim Leave may be applied to the following:

- (1) To permit an employee who is the victim of sexual assault or domestic violence to seek medical attention for injuries caused by sexual assault or domestic violence.
  - (i) To permit an employee who is the victim of sexual assault or domestic violence to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault.
  - (j) To permit an employee who is the victim of sexual assault or domestic violence to participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.
  - (k) To permit an employee who is the victim of sexual assault or domestic violence to obtain or attempt to obtain any legal relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim of his/her child.
  - (l) To permit an employee who has been a victim of a violent felony (as defined in California *Penal Code* section 667.5(c)), a serious felony (as defined in California *Penal Code* section 1192.7(c)), or a felony provision of a law proscribing theft or embezzlement to attend judicial proceedings related to that crime.
  - (m) To permit an employee to attend judicial proceedings related to a violent felony, a serious felony, or a felony provision of a law proscribing theft or embezzlement that was committed against the employee's spouse, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

C. Notice of Victim Leave.

(1) Victim of Domestic Violence or Sexual Assault. An employee wishing to take leave under Section 21.3.B(1)-(4) above, must notify the Personnel Officer at least five (5) working days before the intended absence. If advance notice is not possible, the employee must notify the Personnel Officer within a reasonable time of the absence. If the employee is unable to provide advance notice, he/she may be required to provide certification that the leave was for a permitted purpose. Such certification may include a police report; a court order; evidence that the employee appeared in court; or documentation establishing that the employee was undergoing treatment for physical or mental injuries resulting from domestic violence or sexual assault.

(n) Victim of a Violent Felony, Serious Felony, or Felony Provision of a Law Proscribing Theft or Embezzlement. An employee wishing to take leave under Section 21.3.B(5)-(6) above, must provide the Personnel Officer with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, in advance of the proceeding, unless advance notice is not feasible. When advance notice is not feasible, the employee must provide the Personnel Officer with documentation evidencing the judicial proceeding.

D. Pay and Use of Other Leaves. Victim Leave is unpaid leave. However, an employee may elect to use any accumulated leave time when taking Victim Leave.

#### 21.4. School Visitation Leave.

A. Definition of Child. A biological, adopted, or foster child; a stepchild; a legal ward; or a child or an employee who stands in loco parentis to that child, who is either attending a licensed day care facility or who is in kindergarten or grades one (1) through twelve (12).

B. Permitted Uses of School Visitation Leave. An employee who is the parent, guardian, or grandparent having custody of a child may take up to forty (40) hours without pay per calendar year, but not more than eight (8) hours per calendar month, of School Visitation Leave for the following reasons:

(1) To participate in the activities of the child's school or licensed day care facility.

- (o) To appear at the school of a suspended child pursuant to a request made by the child's school under California *Education Code* section 48900.1.

If both parents are employed by the City, only the first employee who applies for School Visitation Leave shall receive leave. The second employee may take a simultaneous absence only if he/she obtains written approval from the Department Head.

- C. Notice and Verification of School Visitation Leave. An employee must notify the Personnel Officer not less than fifteen (15) days before the scheduled visit. If an emergency makes advance notice impossible, the employee shall notify the Personnel Officer as soon as possible. The employee shall make all reasonable efforts to schedule the school visit so as not to unduly disrupt the operations of the City. Employees requesting School Visitation Leave are required to provide written verification from the school of his/her participation in a school or licensed child day care facility on a specific date and time. If the employee requests leave under subsection B (2) above, he/she is required to submit a copy of the request from the school. Failure to provide verification of the school visit may render the absence ineligible for School Visitation Leave.
- D. Pay and Use of Other Leaves. School Visitation Leave is unpaid leave. However, an employee may elect to use any accumulated vacation, comp or holiday leave time when taking School Visitation Leave.

21.5. Leave of Absence Without Pay. When a regular employee has exhausted all of his/her paid leaves, he/she may request a leave of absence without pay in accordance with this section.

- A. Length of Leave. The Personnel Officer, in his/her discretion, may grant a regular employee leave of absence without pay for up to six (6) months. After the initial six (6) months of leave of absence without pay, the Personnel Officer may, in his/her discretion, extend the leave for up to an additional six (6) months. However, unless otherwise required by law, under no circumstances shall the unpaid leave last longer than one (1) year.
- B. Process for Requesting Leave. An employee requesting a leave of absence without pay must submit his/her request to the Personnel Officer in writing at least fifteen (15) days in advance, and must set forth the reason(s) for the request. The employee must also attach documentary evidence supporting his/her need for the leave of absence. When such advance notice is not practicable, the request must be submitted as much in advance of the date of the leave of absence without pay as possible. The Personnel Officer may request reasonable documentation, in addition to any documents attached to the employee's request, supporting the

employee's proffered reason for requesting the leave. For example, if the employee requests a leave of absence without pay for medical reasons, the Personnel Officer can request that the employee provide an explanatory note from the employee's health care provider, indicating that it is medically necessary for the employee to be off work for a specified period of time. The employee would not be required to disclose the underlying medical reason necessitating his/her leave of absence. The approval or denial of such leaves of absence shall be in writing.

- C. Effect of Leave on Benefits. Unless otherwise required by law, employees on an unpaid leave of absence shall not accrue any further paid leaves during their absence, and shall not accrue any seniority. Unless otherwise required by law, employees on an unpaid leave of absence longer than two (2) weeks shall not be entitled to any employee benefits, including insurance, unless the employee pays the full cost of such employee benefits.
- D. Returning from Leave. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time the leave was granted or an equivalent position. If the employee has requested leave for medical reasons, the City may require that the employee submit to a fitness for duty evaluation prior to returning to duty.

An employee who fails to report promptly back to work at the expiration of the Leave of Absence without Pay, or within a reasonable time after notice to return to duty, shall be discharged. Notice shall mean the delivery of a letter either by (a) personal service to the employee or (b) depositing in the United States mail of a certified first class letter, postage paid, return receipt requested, addressed to the employee's last known place of address. Failure of the employee to provide the City with his/her current address shall not nullify service for purposes of this Article.

- (1) Revocation of Leave of Absence without Pay. The Personnel Officer shall have the right to revoke a previously-granted unpaid leave of absence upon a determination that the leave is not being used for the purpose for which it was granted, and the employee will be subject to discipline in accordance with Article XVIII.

21.6. Voting Leave. In accordance with the California *Election Code*, sections 14000 and 14001, if a registered voter employee does not have sufficient time outside regular working hours within which to vote at general direct primary or presidential primary elections, he/she may take off such working time as will enable him/her to vote. The scheduling of the time referenced above shall be subject to approval of the Department Head and shall normally be at the beginning or end of a work shift. A maximum of two (2) hours may be taken with pay. The employee must provide two (2) days notice of the need for such leave.

21.7. Jury Duty Leave. Jury duty leave shall be administered in accordance with applicable MOU or Resolution provisions.

21.8. Witness Leave. Employees who are required by law to appear in court as a witness in a matter unrelated to their employment with the City may take unpaid time off provided that they give reasonable advance notice to their Supervisors. Employees are required to use accrued leave before requesting unpaid leave.

21.9. Election Official Leave. Employees serving as an election official shall be permitted leave in order to so serve. Such leave is unpaid. An employee taking leave to serve as an election official is required to give his/her Department Head at least ten (10) days notice before the date of the election in which the employee is to serve as an election official. Employees serving as an election official are required to provide proof of service prior to taking leave. Employees are required to use accrued leave before requesting unpaid leave.

21.10. Family Care and Medical Leave. The City provides family care and medical leave to its employees in accordance with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA").

- A. Eligibility. To be eligible for FMLA/CFRA leave, employees must have been employed by the City for at least twelve (12) months prior to the date on which the FMLA/CFRA leave is to commence, and have worked at least 1,250 hours over the twelve (12) month period preceding the family care or medical leave.
- B. Types of Family Care or Medical Leave. Employees meeting the eligibility requirements of this Policy are eligible for FMLA/CFRA leave for the following reasons:
  - (1) The birth of a child of the employee and in order to care for such child.
    - (p) The placement of a child with the employee for adoption or foster care of the child by the employee and in order to care for that child.
    - (q) The need to care for a spouse, domestic partner, child, or parent with a serious health condition.
    - (r) The employee's own serious health condition which makes the employee unable to perform the functions of his/her position.

The term "serious health condition" means an illness, injury, impairment, or physical or mental condition of the employee, or a child, parent, spouse, or domestic partner of an employee that involves (i) in-patient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility,

(ii) continuing supervision by a health care provider, or (iii) continuing treatment by a health care provider.

Employees taking FMLA/CFRA leave for the birth, adoption, or foster care of their child must initiate and complete said FMLA/CFRA leave within one (1) year of the birth of a child or placement of a child with the employee for adoption or foster care.

The FMLA provides for military exigency leave and military caregiver leave, and those types of leaves are addressed under Section 21.11 of these Rules.

- C. Amount of Leave. Provided that all conditions of this Policy are met, the employee may take a maximum of twelve (12) workweeks of FMLA/CFRA leave in a rolling twelve (12) month period measured backwards from the date the employee uses any FMLA/CFRA leave.

Parents who are both employed by the City may take a maximum combined total of twelve (12) workweeks of family care leave in a twelve (12) month period for the birth, adoption, or foster care of their child. However, both spouses or domestic partners may be on FMLA/CFRA leave simultaneously provided the employees provide a certificate, from a health care provider, stating the need for both employees' participation in the care of the child.

The employee's FMLA/CFRA leave does not need to be consecutive, but can be cumulative within a twelve (12) month period.

- D. Use of Accrued Leave. Leave taken under this Part is unpaid. Employees may elect or may be required to use their accrued leave balances concurrently with FMLA/CFRA leave, as provided below. When an employee elects or is required to use his/her accrued leave balances, the employee may specify in writing the order in which the employee would prefer to exhaust his/her leave balances. If the employee fails to designate the order of exhaustion, the City will exhaust the leave balances in the following order: administrative leave, floating holiday, sick leave, compensatory time off, vacation. The coordinated paid leave shall run concurrently with the FMLA/CFRA leave, and shall not extend the employee's entitlement to FMLA/CFRA leave beyond 12 workweeks.

- (1) Sick Leave. Except as otherwise stated herein, employees are required to use all accrued sick leave when medical leave is taken for the employee's own serious health condition. Except as otherwise stated herein, employees may elect to use their accrued sick leave when leave is taken for any other reason.

- (s) Other Paid Leave. Employees are required to coordinate all other accrued paid leaves of absence, including but

not limited to, compensatory time off, administrative leave, vacation, and holiday leave, when taking FMLA/CFRA leave for any reason.

- (t) Coordination with Wage Replacement Plans. If an employee who is on FMLA/CFRA leave is also receiving a wage replacement payment from State Disability Insurance, Paid Family Leave, Short-Term Disability Programs, Long-Term Disability Programs, and/or Workers' Compensation, the employee and the City may mutually agree to coordinate the employee's accrued paid leaves with the amount received from the wage replacement plan, up to an amount equal to the employee's regular salary.

E. Intermittent or Reduced Schedule Leave. Intermittent FMLA/CFRA leave is leave taken in intervals (hours, day, week, etc.). A reduced leave schedule is a schedule that reduces the number of hours per week or per day that the employee regularly works. The minimum FMLA/CFRA leave increment that can be taken by the employee is one (1) hour.

- (1) FMLA/CFRA leave taken for the employee's own serious health condition, or the serious health condition of the employee's spouse, domestic partner, parent, or child, may be taken intermittently or on a reduced leave schedule when medically necessary (as distinguished from voluntary treatments and procedures). If the intermittent leave will exceed twenty percent (20%) of the employee's regularly scheduled work hours, the City may require that the employee temporarily transfer to an available alternative position for which the employee is qualified and which provides equivalent pay and benefits and that better accommodates recurring leave periods than the employee's regular position.
  - (u) The basic minimum duration of a leave taken for the birth, adoption, or foster care of a child shall be two (2) weeks. However, the City may also grant a request for leave periods of at least one (1) day but less than two (2) weeks duration on any two (2) occasions during a twelve (12) month period.
  - (v) The City may make deductions from the employee's salary for all hours of leave taken as intermittent leave, unless the employee is entitled or required to use paid leave. Such deductions do not affect the employee's classification as exempt or nonexempt for purposes for state or federal wage and hour law.



- (w) An employee on intermittent or reduced schedule FMLA/CFRA leave for foreseeable and planned medical treatments may request a transfer to an open and available position for which the employee is qualified, if the duties of that position would better accommodate the employee's intermittent or reduced schedule FMLA/CFRA leave. Transfers will not be considered when the intermittent or reduced schedule FMLA/CFRA leave is unscheduled, such as in the case of chronic conditions.
- (x) In calculating the amount of intermittent or reduced schedule leave entitlement, the employee will receive an amount equal to 12 workweeks of his/her normally scheduled workweeks. In calculating this amount for employees with a varying schedule, the City will use an average of the employees workweeks within the 12-month period immediately preceding the intermittent or reduced schedule leave.

F. Employee Notice. Employees requesting leave under this Policy are asked to notify their Supervisor in accordance with the provisions set forth below. Employees must provide the Supervisor with sufficient information to make the City aware that the employee needs FMLA/CFRA leave, and the anticipated timing and duration of that leave. The request will be forwarded to the Department Head and the Human Resources Department for review and approval.

(1) Foreseeable Events. The employee must provide the City with at least thirty (30) days advance notice before the date the leave is to begin, or as soon as is practicable, normally the same business day or next business day if the employee is off work when he/she learns of the need for leave . If the employee provides less than 30 days advance notice, the City may require explanation of why 30 days advance notice was not practicable. In any case in which the need for FMLA/CFRA leave is foreseeable based on planned medical treatment, the employee shall make a reasonable effort to schedule treatment, subject to the approval of the health care provider, so as not to unduly disrupt the operations of the City.

(y) Unforeseeable Events. When it is not practicable under the circumstances to provide thirty (30) days advance notice, the employee must request leave as much in advance of the date for the leave as possible.

(z) Notice of Intermittent Leave. In the event that the employee requires intermittent FMLA/CFRA leave,

including, but not limited to, prolonged treatment plans or a series of surgeries, he/she shall notify the City of the anticipated dates for the absences as much in advance as possible.

- (aa) Failure to Provide Notice. If the employee fails to provide the requisite thirty (30) day advance notice for foreseeable events without any reasonable excuse for the delay, the City reserves the right to delay the taking of the leave until at least thirty (30) days after the date the employee provides notice of the need for FMLA/CFRA leave.
- (bb) Contents of Notice. Any request for family care or medical leave should include the anticipated date(s) and duration of the leave and be sufficient to make the City aware that the employee needs leave under this Section. The employee must state the reason the leave is needed. The Human Resources Department has a form employees can use that meets these requirements.
- (cc) Requests for Extension. Any request for extension of a family care or medical leave must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work, where practicable, and must include the revised anticipated date(s) and duration of the family care or medical leave. An approved extension shall not entitle the employee to more than the twelve (12) workweeks of family care or medical to which an employee is entitled.

G. City's Response to a Request for FMLA/CFRA Leave - Eligibility Notice. Within five working days of an employee's request to take FMLA/CFRA leave, the City shall provide the employee with a written Eligibility Notice. The Eligibility Notice is not a designation of the employee being on FMLA/CFRA Leave. The Eligibility Notice shall include the following information:

- (1) Whether the employee is eligible to take FMLA/CFRA leave. If the employee is ineligible for FMLA/CFRA leave, the notice will include the reason(s) why the employee is ineligible.
- (2) Whether the employee has exhausted his/her 12-week FMLA/CFRA entitlement.

- (3) Whether additional information, such as a medical certification, is required from the employee in order to process the employee's request for FMLA/CFRA leave.
  - (4) The employee's rights and responsibilities under the FMLA/CFRA, which will include a statement of whether the employee is required to provide a medical certification.
- H. Medical Certification and Recertification. Any request for FMLA/CFRA leave for the employee's own serious health care condition or for FMLA/CFRA leave to care for a spouse, domestic partner, parent, or child with a serious health condition must be supported by medical certification from the treating health care provider on a form provided by the City. Any request for an extension of family care or medical leave must be supported by a medical certification.
- (1) Timing of Request for Certification. The City will request medical certification at one of the following times:
    - (a) Within five business days after an employee requests foreseeable leave;
    - (b) Within five business days after an employee begins an unforeseeable leave; or
    - (c) At a later date if the City has a reason to question the appropriateness or duration of an employee's leave.
  - (2) Timing for Employee's Return of the Medical Certification. All medical certifications and recertifications must be returned to the City within 15 days after the City requests it, regardless of whether the leave is foreseeable or unforeseeable. Exceptions to this may be granted when it is not practicable to provide the certification or recertification within 15 days, despite the employee's diligent, good faith efforts to do so.
  - (3) Certification for Serious Health Condition of Spouse, Domestic Partner, Parent, or Child. The employee must have the patient's treating health care provider use the City's medical certification form when requesting FMLA/CFRA leave to care for a spouse, domestic partner, parent, or child with a serious health condition.
    - (d) Medical Recertification. If the employee requests additional leave beyond the time period which the health care provider originally estimated that the employee needed to take care of the employee's child, parent, spouse, or domestic partner, the City may request a recertification from the employee.

(4) Certification for the Employee's Own Serious Health Condition.

- (a) First Opinion. The employee must have his/her health care physician use the City's medical certification form when requesting FMLA/CFRA leave for his/her own serious health condition.
- (b) Second and Third Opinions. If the City has reason to doubt the validity of the certification provided by the employee, the City may require the employee to obtain a second opinion from a doctor of the City's choosing at the City's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, the City may require a third opinion, also at the City's expense, performed by a mutually agreeable doctor who will make a final determination that shall be binding on both the City and the employee.
- (c) Medical Recertification. The City may request recertification of a medical condition upon the expiration of the time period which the health care provider originally estimated. Any recertification requested will be at the City's expense.

(5) Fitness for Duty Certification.

- (a) Returning from a Continuous Leave. As a condition of restoration to his/her former position, an employee taking continuous leave under the FMLA/CFRA is required to provide the City with certification from his/her health care provider stating that he/she is able to resume his/her essential work functions. An employee who fails to provide the fitness for duty certification may have his/her reinstatement delayed.
- (b) Intermittent or Reduced Schedule Leave. In addition, if the employee is on intermittent or reduced schedule leave, the City may require a fitness for duty certification at fixed intervals not exceeding every 30 days if there are reasonable safety concerns. Reasonable safety concerns means a reasonable belief of significant risk of harm to the employee or others.
- (c) Contents of Certification. The City will provide the employee with a form and a copy of the employee's job description for his/her health care provider to review in completion of the form. The employee must provide a complete and sufficient fitness for duty certification. If the employee's health care

provider releases the employee back to work with restrictions, the City will engage in the interactive process to determine what reasonable accommodation, if any, will permit the employee to return to work in accordance with the ADA and the FEHA.

- (d) Employee's Failure to Provide a Medical Certification. If the employee fails to timely provide a complete and sufficient medical certification when requested, the request for FMLA/CFRA leave will be denied.
- I. City's Designation of Leave. Absent extenuating circumstances, within five working days after the City has acquired enough information to determine whether the employee's request qualifies for FMLA/CFRA leave, the City will provide the employee with a written Designation Notice.
- (1) Designating Leave as FMLA/CFRA-Qualifying. If the leave is designated as being FMLA/CFRA-qualifying, the Designation Notice will contain, but is not limited to, the following information:
    - (a) A statement that the leave is being designated as FMLA/CFRA leave;
    - (b) The amount of leave being counted as FMLA/CFRA leave, if known;
    - (c) Whether accrued paid leave will be used during the leave, and that any paid leave used will count as FMLA/CFRA leave;
    - (d) Whether a fitness-for-duty certification will be required; and
    - (e) Whether a job description or description of essential duties is attached to the Designation Notice for the health care provider to use in completing the fitness-for-duty certification.
    - (f) Unable to Designate. If the City is unable to determine whether the leave requested is FMLA/CFRA-qualifying because more information is needed, the employee will be informed that
      - (a) the medical certification is incomplete or insufficient, and the City will provide a list of deficiencies and explain the employee's opportunity to cure said deficiencies; or
      - (b) a second or third medical opinion is being required.

- (c) Leave is Not Designated as FMLA/CFRA-Qualifying. If the City has determined that the employee's leave does not qualify as FMLA/CFRA leave, the City will notify the employee in writing that his/her leave is not being designated as FMLA/CFRA leave, and the reason for the denial.

J. Employment and Benefits Protection.

- (1) Accrued Benefits. Leave under this Policy will not result in the loss of any employment benefits accrued before the date the leave commenced.

- (d) Employment Benefits. If the employee has exhausted their accrued leave, the time off on unpaid family care or medical leave shall not count as time worked for purposes of establishing seniority for layoff, recall, promotion, job assignment, and seniority related benefits. The employee on unpaid family care or medical leave shall not accrue any employment benefits during the unpaid leave. Thus, employees will not accrue vacation leave, sick leave, nor will they be paid for holidays during the unpaid leave.

- (e) Maintenance of Health Insurance of the Employee. The employee will continue to receive the same medical benefits while on family care or medical leave for up to twelve (12) workweeks in a twelve (12) month period. The City shall be responsible for the continued payment of the City's share of the cost of the employee's health benefits during that twelve (12) workweek period. Benefits for absences beyond the allotted period will be handled in the same manner as benefits for employees on any other type of unpaid leave of absence. The employee who notifies the City that he/she does not intend to return to work from the family care or medical leave is not entitled to medical benefits provided by the City as if he/she were on a family care or medical leave under this Policy, and instead is entitled to the benefits provided to employees who are on an unpaid leave of absence for any other reason.

- (f) Maintenance of Benefits Requiring Employee Contributions.

- (a) During any period of unpaid leave, the employee may elect to discontinue health insurance coverage for the employee,

a spouse, a domestic partner, and/or any dependent(s) as well as any other benefits offered or sponsored by the City to which the employee is required to make monthly contributions.

- (b) The employee will continue to be responsible for making the payment of monthly contributions of any elections not discontinued. If any premium amounts are increased or decreased for other employees similarly situated, the employee will be required to pay the new premium rates.
- (c) All monthly contributions are due and payable to the City at the same time as they would be made through payroll deduction.
- (d) If any monthly contributions required under this Policy are not received within thirty (30) days of their due date, the City has the option to either discontinue said benefit(s) or continue said benefit(s) by making the monthly contributions on the employee's behalf.
- (e) Upon the employee's return to work, the City is entitled to recover from him/her the employee's share any monthly contributions made on his/her behalf.
- (f) Employees included in a pension or retirement plan may coordinate directly with the plan continue to make contributions in accordance with the terms of the plan during the period of leave. However, the City shall not be required to make plan payments for employees during the leave period which is unpaid, and the unpaid leave period shall not be counted for purposes of time accrued under the plan.
- (g) Failure to Return from Leave. The City may recover the entire premium it paid for maintaining health insurance benefits for the employee during any period of unpaid leave if the employee fails to return to work promptly upon the expiration of a leave for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond his/her control.

K. Reinstatement.

- (1) Restoration to Position. When the employee returns from a leave under this Policy, he/she will be restored to the position held when the leave began, or to a comparable position, with comparable employment benefits, pay, and other conditions of employment,

including employment in a position which can be performed in the same or similar geographic location.

- (h) Denial of Restoration Rights. The City may refuse to reinstate the employee to his/her old position when either of the following conditions exist:
  - (a) Key Employees. The employee is a salaried eligible employee who is among the highest paid ten percent (10%) of the employees; and
    - (i) The City's operations will suffer substantial and grievous economic injury if the City is forced to reinstate the employee; and
    - (ii) The City notifies the employee that it does not intend to reinstate him/her as soon as it determines that such economic injury would occur; and
    - (iii) Where leave has begun, the employee elects not to return to work after receiving such notice from the City.
  - (b) The employee's position and any comparable position have ceased to exist because of legitimate business reasons unrelated to the employee's family care or medical leave. In this case, the City shall reasonably accommodate the employee through alternative means that will not cause undue hardship to the City's operation. The City may offer the employee any other position that is available and suitable. The City is not required to create new employment that would not otherwise be created, discharge or transfer another employee, or promote another employee who is not qualified to perform the job.
- L. Employee's Duty to Cooperate. Employees are expected to fully cooperate with the City in meeting the obligations and requirements set forth under this Policy, as well as those set forth in state and federal law. An employee's cooperation includes, but is not limited to, timely completion of all requested forms and responding to all inquiries for additional information. Cooperation also requires that an employee respond to the City's inquiries for information to determine whether the employee is requesting leave under the FMLA/CFRA. Employees are also required to consult with the City and make a reasonable effort to schedule treatments so as to not unduly disrupt the City's operations. Employees on leave must respond to the City's reasonable inquiries and



keep the City updated as to the status of the employee's family care or medical leave.

- M. Exceptions. There are no exceptions to this Policy without City Manager approval.

21.11. Military FMLA Leave. The FMLA provides for two types of military family leave: military exigency leave and military caregiver leave.

- A. Military Exigency Leave. The City permits employees who have a covered family member who is a covered military member in the Armed Forces (including National Guard or Reserves) to take up to 12 workweeks of FMLA leave due to a qualifying exigency resulting from the covered family member's active military duty (or call to active duty status). Leave granted under this Section shall count against the FMLA leave granted under Section 21.10

(1) Definitions.

- (a) Covered Active Duty or Call to Active Duty Status: One of the following:

- (i) For a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; or
- (ii) For a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of Title 10, United States Code.

- (b) Covered Military Family Member. An employee's spouse, domestic partner, son, daughter, or parent who is a member of the military and is on covered active duty or to call to active duty status.

- (c) Reasons for Military Exigency Leave. Military exigency leave can be taken for any of the following non-medical, non-routine activities only:

- (a) Short-Notice Deployment Activities. If a covered military family member receives seven or less calendar days' notice prior to the date of deployment, an employee may take FMLA leave to address any issue arising from an impending

call or order to active duty in support of a contingency operation. The employee may take FMLA leave for up to seven days beginning on the date the covered military family member receives the notice of impending call or order to active duty.

- (b) Military Events and Related Activities. An employee may take FMLA leave to attend any official ceremony, program, or event sponsored by the military that is related to the active duty or call to active duty status of the covered military family member. An employee may also take FMLA leave to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or American Red Cross that are related to the active duty or call to active duty status of a covered military family member.
- (c) Childcare and School Activities. An employee may take FMLA leave for the following reasons, if the reason is necessitated by the covered military family member's active duty or call to active duty status, or circumstances arising from it:
  - (i) To make alternative childcare arrangements of a covered military family member's child;
  - (ii) To provide childcare of a covered military family member's child on an urgent, immediate need basis, but not on a regular, routine, or everyday basis;
  - (iii) To enroll in or transfer a covered military family member's child in a new school or day care facility; and/or
  - (iv) To attend meetings with staff at a school or day care facility, such as regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors.
- (d) Financial and Legal Arrangements. An employee may take FMLA leave in order to make or update financial or legal arrangements to address the covered military family member's absence while on active duty or call to active duty status; and/or to act as the covered military family member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the military member is on active duty

or call to active duty status (up to a period of 90 days following the termination of the covered military family member's active duty status).

- (e) Counseling Activities. An employee may take FMLA leave to attend counseling, provided that,
  - (i) The need for counseling arises from the covered military family member's active duty or call to active duty;
  - (ii) Such counseling is provided by someone other than a health care provider; and
  - (iii) The counseling is for the employee, the covered military family member, and/or the covered military family member's child.

Note that if medical counseling is needed, the employee may be able to take FMLA/CFRA leave under Part 21.10.

- (f) Rest and Recuperation Activities. If a covered military family member is granted short-term, temporary, rest and recuperation leave during the period of deployment, an employee may take FMLA leave to spend time with the covered military family member. An employee may take FMLA leave for this purpose for up to five working days for each instance for rest and recuperation.
- (g) Post-Deployment Activities. An employee may take FMLA leave to attend arrival ceremonies, reintegration briefings and events, and other official ceremony or program sponsored by the military for a period of 90 days following termination of the covered military family member's active duty status. An employee may also take FMLA leave to address issues that arise from the death of a covered military family member while on active duty status, such as meeting and recovering the body of the covered military family member.
- (h) Additional Activities. An employee may take FMLA leave for other exigencies, provided that:
  - (i) It arises out of the military member's active duty or call to active duty;
  - (ii) The City and the employee mutually agree that such leave shall be considered a qualifying exigency; and

- (iii) The City and employee mutually agree on the timing and duration of the leave.
- (i) Employee Notice of Need for Military Exigency Leave.
  - (a) Timing of Notice. Employees are required to give notice of the need for military exigency leave as soon as practicable under the circumstances.
  - (b) Content of Notice. Employees are required to provide the City with sufficient information, depending on the situation, to notify the City as to the anticipated timing and duration of the leave, that a covered military member is on active duty or call to active duty status, and that one of the qualifying exigencies is present.
  - (c) Updates from Employee. The employee is required to advise the City as soon as is practicable when the dates of leave or other circumstances change.
  - (d) City Response to Notice of Need for Military Exigency Leave. The City will request any additional, necessary information needed to process the employee's request and will also follow the procedures set forth under Part II in responding to an employee's notice that he/she has a need for military exigency leave.
  - (e) Certification of Need for Military Exigency Leave. The City will request in writing certification of the employee's need for military exigency leave when it provides notice under Part II, and will provide the employee with a form to complete or an explanation of the information needed. Employees requesting military exigency leave the first time for a particular active duty or call to active duty are required to provide the City with a copy of the military member's active duty orders. The City may require a signed statement from the employee describing the reason(s) the military exigency leave is needed. The certification provided by the employee must be complete and sufficient.
- (a) Timing of City's Notice of Required Certification. The City will request the certification (a) within two business days after a foreseeable leave is requested; (b) within two business days after an unforeseeable leave commences; or (c) at a later date if the City has reason to question the appropriateness or duration of the leave.

- (b) Insufficient or Incomplete Certification. Employees are required to provide a complete and sufficient certification. If an employee provides an incomplete or insufficient certification, the City will give the employee written notice of the deficiencies and seven calendar days to cure the deficiencies, unless seven days is not practicable, despite the employee's diligent, good faith efforts. The employee's leave may be denied if he/she fails to provide timely a required certification.
  - (c) Verification of Certification. The City may verify the employee's certification by contacting the appropriate Department of Defense unit to verify the military member is on active duty or call to active duty status. If the exigency involves meeting with a third party, the City may contact the entity or individual with whom the employee is meeting to verify the meeting or appointment schedule and the nature of the meeting. The City will not request additional information.
- B. Military Caregiver Leave. The City will permit an employee who is the spouse, domestic partner, son, daughter, parent, or next of kin of a servicemember in the Regular Armed Forces, National Guard, or Reserves who has incurred a serious injury or illness in the line of duty while on active duty to take FMLA leave to care for the servicemember.
  - (1) Definitions.
    - (a) Covered Servicemember
      - (i) A current member of the Regular Armed Forces, National Guard, or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of active duty; or
      - (ii) A veteran who is undergoing medical treatment, recuperation, or therapy, for serious injury or illness and who was a member of the Regular Armed Forces, National Guard, or Reserves at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
    - (b) Outpatient Status. The status of a covered servicemember who is assigned to a military medical treatment facility as an outpatient, or a unit established for the purpose of providing

command and control of members of the military receiving medical care as outpatients.

- (c) Next of Kin. The nearest blood relative of a covered servicemember (other than his/her spouse, domestic partner, parent, son, or daughter), in the following priority order:
- (i) A blood relative designated in writing by the servicemember as his/her nearest blood relative for purposes of caregiver leave;
  - (ii) Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;
  - (iii) Brothers or sisters;
  - (iv) Grandparents;
  - (v) Aunts and uncles; and
  - (vi) First cousins.
- (d) Serious Injury or Illness.
- (i) For a member of the Regular Armed Forces, National Guard, or Reserves, an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty), and that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating;
  - (ii) For a veteran who is a Covered Service Member, a qualifying injury or illness (as defined by the Secretary of Labor) that was incurred by the member in line of duty or active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.
- (e) Veteran. A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.

- (f) Terms of Military Caregiver Leave. Except for the differences set forth in this Section, the City shall grant military caregiver leave under the same terms that FMLA/CFRA leave is granted under Part II to care for a parent, spouse, domestic partner, or child with a serious health condition.
- (g) Amount of Military Caregiver Leave. Employees shall be permitted to take up to 26 workweeks in a single 12-month period per covered servicemember and per injury/illness of the servicemember. Leave granted under this Section shall run concurrently with the FMLA and CFRA leave granted by Section 21.10 (unless the employee is caring for his/her "next of kin" who is not covered by the CFRA). Leave granted under this Section shall be included in computing the employee's 12 weeks of leave granted under the FMLA, so that an employee may not exceed 26 total weeks of FMLA leave in a 12-month period.
- (h) Required Certifications.
  - (a) Certification of Military Status. The City will require proof of the servicemember's military status for the employee's first request of military caregiver leave for a particular illness or injury. The City will require proof of military status for any subsequent illness or injuries, or for a different servicemember.
  - (b) Certification of Serious Illness or Injury. The City will require proof that the servicemember is suffering from a serious illness or injury. However, the employee will not be required to reveal the servicemember's diagnosis.
  - (c) Mandatory Forms. The City will provide the employee with a form to complete that certifies both the servicemember's military status and serious injury or illness. The employee is required to ensure that this form is completely and sufficiently completed and returned within the same time periods set forth in Section 21.10. If the employee fails to provide a complete and sufficient form, the City will inform him/her of the deficiencies, and grant the employee at least seven calendar days to cure them.
  - (d) Special Automatic Certification. The federal Department of Defense ("DOD") may issue a special invitation to an

member(s) of a servicemember's family when a DOD health care provider has determined that the injury or illness is serious enough to warrant the immediate presence of a family member at the servicemember's bedside. If the DOD issues an invitational travel order ("ITO") or invitational travel authorization ("ITA") for "medical purposes" to any member(s) of the servicemember's family (even if the employee's name is not on it), the ITO or ITA constitutes automatic certification of military status and serious injury or illness. However, in this circumstance, the City may require proof of the covered family relationship between the employee and the servicemember. The ITO or ITA is in effect for the duration specified on it. If the employee wishes to request additional leave, he/she must follow the applicable procedures in this Policy.

(e) Second and Third Opinions. No second or third opinions of the servicemember's serious illness or injury will be sought.

(f) Recertification. No recertifications of the servicemember's serious illness or injury will be sought.

C. Employee's Duty to Cooperate. Employees are expected to fully cooperate with the City in meeting the obligations and requirements set forth under this Policy, as well as those set forth in state and federal law. An employee's cooperation includes, but is not limited to, timely completion of all requested forms and responding to all inquiries for additional information. Cooperation also requires that an employee respond to the City's inquiries for information to determine whether the employee is requesting leave under the FMLA. Employees are also required to consult with the City and make a reasonable effort to schedule treatments so as to not unduly disrupt the City's operations. Employees on leave must respond to the City's reasonable inquiries and keep the City updated as to the status of the employee's family care or medical leave.

D. Exceptions. There are no exceptions to this Policy without City Manager approval

21.12. Pregnancy Related Disability Leave or Transfer. The City of Hemet provides pregnancy disability leave or transfers to its employees in accordance with the federal Family and Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA"), and the California Pregnancy Disability Leave Law ("PDL").

A. Eligibility and Duration.



- (1) Leave of Absence. Any employee who is disabled on account of pregnancy, childbirth, or related medical conditions may take a pregnancy-related disability leave, for the period of disability, for up to four (4) months. The pregnancy disability leave shall run concurrently with any FMLA leave to which the employee may be entitled.
  - (g) Temporary Transfer. The employee affected by conditions related to pregnancy, childbirth, or related medical conditions is entitled to transfer temporarily to a less strenuous or hazardous position or to less strenuous or hazardous duties upon the certification of the employee's health care provider that the transfer is medically advisable, if the transfer can be reasonably accommodated.
- B. Use of Accrued Leave. The employee taking pregnancy related disability leave must use any accrued sick leave for her leave and may, at her option, use any accrued vacation time, holiday pay, or compensatory time for her pregnancy related disability leave. The paid leave shall run concurrently with the pregnancy related disability leave, and shall not extend the employee's entitlement to pregnancy related disability leave beyond four (4) months.
- C. Coordination with Wage Replacement Plans. Pursuant to the provisions of the FMLA, if an employee is receiving a wage replacement payment from State Disability Insurance ("SDI"), Short-Term Disability, and/or Long-Term Disability, the employee and the City may mutually agree to coordinate the employee's accrued paid leaves with the amount received from the wage replacement plan, up to an amount equal to the employee's regular salary. This provision only applies when the employee's pregnancy-related disability leave is also designated as a serious health condition under the FMLA. If the employee is still receiving wage replacement benefits when her twelve (12) workweeks of leave under the FMLA expire, then the City will require that she begin coordinating her accrued sick leave with the wage replacement benefits. The employee may also elect to coordinate all other paid leaves with the wage replacement benefits.
- D. Notice. The employee should notify her Department Head of her need for pregnancy-related disability leave or transfer as soon as she is aware of the need for such leave.
  - (1) Foreseeable Events. The employee must provide the City with not less than thirty (30) days advance notice before the date the leave or transfer is to begin. If the leave or transfer is requested in connection with any planned, non-emergency medical treatment or

supervision, the employee shall consult with the City and make a reasonable effort to schedule any such planned medical treatment or supervision to minimize disruption to the City's operations, subject to the approval of the health care provider of the employee.

- (h) Unforeseeable Events. When thirty (30) days advance notice is not practicable, the employee must notify the City as soon as practicable under the circumstances, ordinarily within two (2) working days after the employee learns of the need for leave.
  - (i) Notice of Intermittent Leave. In the event that an employee requires intermittent pregnancy-related disability leave, she shall notify the City of the anticipated dates for the absences as much in advance as possible.
  - (j) Failure to Provide Notice. If the employee fails to provide the requisite thirty (30) day advance notice for foreseeable events without any reasonable excuse for the delay, the City reserves the right to delay the taking of the leave until at least thirty (30) days after the date the employee provides notice of the need for pregnancy-related disability leave or transfer.
  - (k) Nature of Notice and Request for Extension. Any request for pregnancy-related disability leave or transfer should include the anticipated dates and duration of the leave or transfer and be sufficient to make the City aware that the employee requires a pregnancy-related disability leave or transfer. Any request for extension of a pregnancy-related disability leave or transfer must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work, where practicable, and must include the revised anticipated date(s) and duration of the pregnancy-related disability leave or transfer. Approved extensions will not entitle the employee to more than the maximum four (4) months of leave to which the employee is entitled.
- E. Intermittent or Reduced Schedule Leave. Pregnancy related disability leave can be taken on an intermittent or on a reduced schedule basis when medically advisable, as determined by the employee's health care provider. The minimum pregnancy related disability leave increment that can be taken by the employee is one (1) hour. If pregnancy related disability is taken on an intermittent or reduced schedule basis and it is foreseeable based on planned medical treatment because of pregnancy, the City retains the discretion to temporarily transfer the employee to an

alternative position, for which the employee is qualified, with equivalent pay and benefits which better accommodates the employee's leave schedule.

F. City Response to a Request for Pregnancy-Related Disability Leave or Transfer. Within five (5) working days of an employee's request for pregnancy-related disability leave or transfer, the City shall provide the employee with a written Eligibility Notice, which shall conform with the provisions of Section 21.10. In addition, the Eligibility Notice shall inform the employee of her additional rights under California Pregnancy Disability Leave Law.

G. Medical Certification.

(1) Timing of Certification. Any request for pregnancy-related disability leave or transfer must be supported by a medical certification from a health care provider. For foreseeable pregnancy-related disability leaves or transfers, the employee must provide the required medical certification before the leave/transfer begins. When this is not possible, the employee must provide the required certification, within fifteen (15) days after the City's request for certification unless it is not practicable under the circumstances to do so. Failure to provide the required medical certification may result in the denial of foreseeable pregnancy-related disability leaves or transfers until such certification is provided.

In the case of unforeseeable leaves, failure to provide the required medical certification within fifteen (15) days of the City's request may result in a denial of the employee's continued leave until certification is provided. Any request for an extension of the leave/transfer must be supported by an updated certification.

(l) Contents of the Certification. Employees are encouraged to use the City's medical certification form, available from the Human Resources Department, when requesting pregnancy-related disability leave to ensure that all pertinent information is obtained. The following information must be included: (1) date the employee became or will become disabled due to pregnancy, childbirth, or related medical condition; (2) the probable duration of the period or periods of disability; and (3) an explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.

- (m) Certification for Pregnancy-Related Transfers. Employees are encouraged to use the City's medical certification form, available from the Human Resources Department, when requesting pregnancy-related disability transfer to ensure that all pertinent information is obtained. The medical certification for pregnancy-related transfer shall include: (1) date the employee became or will become disabled due to pregnancy, childbirth, or related medical condition; (2) the probable duration of the period or periods of disability; and (3) an explanatory statement that, due to the disability, the transfer is medically advisable.
  - (n) No Second/Third Opinions Allowed. There will not be a second or third opinion regarding pregnancy-related disability leave or transfer.
  - (o) Fitness for Duty Certification. As a condition of restoration to her former position, the employee taking leave under this Policy is required to provide the City with certification from her health care provider stating that she is able to resume her essential work functions.
- H. Designation Requirements. Once the employee requests pregnancy-related disability leave or transfer, the City shall notify the employee in writing whether the requested leave or transfer is approved and qualifies as pregnancy-related disability leave or transfer. This notice shall describe the employee's rights and obligations. Said designation shall be made within two (2) business days, absent extenuating circumstances, and in any event no later than ten (10) calendar days after the receipt by the City of the employee's request for pregnancy-related disability leave or transfer. Where the City knows the reason for a requested leave but is initially unable to confirm that the reason is for a qualifying pregnancy-related reason, the City reserves the right to make a preliminary designation that the leave is qualifying, subject to withdrawal if the necessary additional information is not obtained to permit the City to substantiate the preliminary designation.
- I. Employment and Benefits Protection. The provisions set forth in Section 21.10 of these Personnel Rules regarding employment and benefits protection also apply to all pregnancy-related disability leaves.
- J. Other Terms and Conditions of Leave.
  - (1) The provisions set forth in Section 21.10 of this Policy regarding the leave's effect on pay and reinstatement also apply to all pregnancy-

related disability leaves. However, for pregnancy-related disabilities, there is no reinstatement exception for key employees.

- (p) For the purpose of these provisions, the employee's PDL entitlement for purposes of leave under the FMLA is considered to be a serious health condition, and may run concurrently with the employee's FMLA leave. However, the employee's PDL will not run concurrently with the employee's use of unpaid leave under the CFRA.

- K. Employee's Duty to Cooperate. Employees are expected to fully cooperate with the City in meeting the obligations and requirements set forth under this Policy, as well as those set forth in state and federal law. An employee's cooperation includes, but is not limited to, timely completion of all requested forms and responding to all inquiries for additional information. Cooperation also requires that an employee respond to the City's inquiries for information to determine whether the employee is requesting leave under the FMLA/CFRA and/or PDL. Employees are also required to consult with the City and make a reasonable effort to schedule treatments so as to not unduly disrupt the City's operations. Employees on leave must respond to the City's reasonable inquiries and keep the City updated as to the status of the employee's family care or medical leave.
- L. Exceptions. There are no exceptions to this Policy without City Manager approval.

21.13. Workers' Compensation Leave or Industrial Leave. Employees who suffer from an industrial illness or injury shall be granted leave in accordance with state law and the City's workers' compensation policy. Employees with questions about the benefits of industrial injury or illness leave or workers' compensation should see the Human Resources Department. Employees will be provided with written information about workers' compensation benefits during their new hire orientation and when the employee suffers an industrial illness or injury.

21.14. Military Leave. Military Leave shall be provided as set forth in the applicable state and federal laws, and in accordance with any resolutions or ordinances adopted by the City Council. An employee entitled to Military Leave shall give his/her Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken. Prior to taking Military Leave, an employee, when possible, shall present a copy of his/her military orders to his/her Department Head. The Department Head shall advise the Personnel Officer of such military orders immediately.

21.15. Non-Industrial Temporary Disability Leave. Non-Industrial Temporary Disability Leave shall be administered in accordance with applicable MOU and Resolution provisions.

21.16. Fitness for Duty Examination and Leave.

- A. Purpose/Policy. Employees are expected to report to work fit for duty, which means able to perform their job duties in a safe, appropriate, and effective manner, free from adverse effects of physical, mental, emotional, and/or personal problems. This Rule is intended to provide a safe environment, protect the health and welfare of employees and the public. If an employee feels that he/she is not fit to perform his/her duties, he/she must notify his/her Supervisor immediately.
- B. Reasons for Fitness for Duty Leave. A paid fitness for duty leave may be ordered in any of the following situations:
  - (1) An employee returns from a medical leave of absence of more than five (5) working days.
  - (2) An employee is involved in the interactive process with the City under Article IV.
  - (3) Supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations and reports may be based on, but are not limited to, employee's own self-report of potential unfitness, dexterity, coordination, alertness, speech, vision acuity, concentration, response to criticism, interactions with the public, co-workers, and Supervisors.
  - (4) Fitness for duty examinations based on a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol shall be conducted in accordance with Rule XXXII.
- C. Procedures for Ordering a Fitness for Duty Examination. When a Supervisor becomes aware of or observes behavior that makes him/her reasonably suspect that the employee may not be fit for duty, the Supervisor shall refer the employee to the Personnel Officer who will schedule the employee for a fitness for duty examination. If the circumstances warrant it, the Personnel Officer, after conferring with the employee's Department Head, may place the employee on paid leave pending the results of the employee's fitness for duty examination. The examination shall be paid for by the City.
- D. Procedure Following Receipt of Examination Results. The doctor examining the employee shall be limited to finding the employee "fit for duty," "fit for duty with restrictions," or "unfit for duty". In the case of finding an employee fit for duty, the doctor may issue work restrictions. In no

case shall the doctor reveal the underlying cause of the fit or unfitness for duty without the employee's permission.

- (1) Fit for Duty. If the doctor finds the employee is fit for duty, the employee shall return to work immediately and perform all duties of his/her position.
- (2) Fit for Duty with Restrictions. If the doctor finds the employee is fit for duty with restrictions, the doctor shall specifically enumerate what restrictions are necessary and for how long those restrictions are necessary. The City shall then evaluate those restrictions, and determine if the City can reasonably accommodate those restrictions. If the employee's restrictions are based on a disability as defined by the ADA and/or FEHA, the City shall engage in the interactive process as set forth in Rule IV.
- (3) Unfit for Duty. If the employee is found to be unfit for duty, he/she shall not be permitted to work. He/She may request a leave of absence in accordance with the appropriate subsection of this Article. If the employee can provide certification of fitness for duty prior to the exhaustion of all paid and unpaid leave that he/she is entitled to under these Personnel Rules and Regulations, the employee shall be returned to work. However, if such certification is from the employee's own health care provider, the City may request a second opinion from a doctor of its choosing and at its cost to evaluate the employee under the requirements of this section. If the two certifications conflict, a third opinion will be sought from a doctor chosen by the City and the employee, at the expense of the City. The opinion of fit or unfit rendered by the third doctor shall be binding. If the employee's restrictions are based on a disability as defined by the ADA and/or FEHA, the City shall engage in the interactive process as set forth in Article IV.

#### 21.17. Abandonment of Position.

- A. When an employee has been absent without authorization from work for more than three (3) business days, and in the opinion of the Department Head the employee has abandoned his/her position, the Department Head shall notify the Personnel Officer. The Personnel Officer shall notify the employee that the City has determined he/she has abandoned his/her position and that the employee has five (5) business days upon receipt of the notice to contact the City regarding his/her intent to return to work and state the reasons, if any, for the failure to appear to work. Such notice shall be in writing and sent by certified mail return receipt requested or personal service to the last address listed in the employee's personnel records. The City shall determine whether it will pursue disciplinary or termination action. Absent good cause, absence without authorization

from work for more than three (3) business days constitutes sufficient cause for termination.

B. Abandonment of position may include, but is not limited to:

- (1) Where an employee fails to return to his/her employment upon conclusion of any authorized leave of absence;
  - (q) Where an employee fails to properly notify by telephone or in writing his/her immediate supervisor of absence due to sickness or injury, except as otherwise provided in the Leave policies contained in Article XXI of these Personnel Rules;
  - (r) Where an employee fails to appear for work without notification or express agreement between the supervisor and the employee as to the use of any leave time set forth under the City's personnel policies;
  - (s) Where an employee fails to keep his/her immediate supervisor apprised of disability status on a daily basis unless otherwise directed by his/her supervisor.
  - (t) Where an employee fails to respond within five (5) business days to the notice of abandonment of position, the employee may be considered to have abandoned his/her position of employment with the City. Abandonment of position shall constitute an automatic resignation from the City service.



**ARTICLE XXII.  
VACATION**

22.1. Accrual of Vacation. Accrual of Vacation shall be administered according to applicable MOU and Resolution provisions.

22.2. Eligibility to Use Vacation. Eligibility to Use Vacation shall be administered according to applicable MOU and Resolution provisions.

22.3. Scheduling Vacation. The times during which an employee may take vacation leave shall be determined by his/her Supervisor in consultation with the Department Head, respecting the wishes of the employee so far as such requests are compatible with the needs of the City, as determined in the sole discretion of the Department Head.

22.4. Vacation Carryover. Vacation Carryover shall be administered according to applicable MOU and Resolution provisions.

22.5. Holidays During Vacation Leave. In the event that one or more holidays under Article XXIII fall during a period when an employee is on vacation leave, such holidays shall not be charged as vacation leave.

22.6. Vacation Sell-Back. Vacation Sell-Back shall be administered according to applicable MOU and Resolution provisions.

22.7. Pay for Accumulated Vacation. Each employee who leaves the employment of the City shall be compensated for any unused accumulated vacation at the applicable rate at the time he/she leaves the employment of the City.

**ARTICLE XXIII.  
HOLIDAYS**

23.1. Holidays Observed. Unless otherwise provided in an applicable MOU and Resolution, employees shall be granted the following holidays:

- |    |                  |                                      |
|----|------------------|--------------------------------------|
| A. | New Year's Day   | January 1 <sup>st</sup>              |
| B. | President's Day  | 3 <sup>rd</sup> Monday in February   |
| C. | Memorial Day     | Last Monday in May                   |
| D. | Independence Day | July 4 <sup>th</sup>                 |
| E. | Labor Day        | 1 <sup>st</sup> Monday in September  |
| F. | Columbus Day     | 2 <sup>nd</sup> Monday in October    |
| G. | Veterans Day     | November 11 <sup>th</sup>            |
| H. | Thanksgiving Day | 4 <sup>th</sup> Thursday in November |

- I. Day after Thanksgiving Day      4<sup>th</sup> Friday in November
- J. Christmas Day                      December 25<sup>th</sup>

23.2. Floating Holidays/Additional Holidays. Floating holidays and/or holidays other than those identified under Section 23.1 may be provided under applicable MOU and Resolution and shall be administered accordingly.

23.3. Time Off for Holidays.

- A. Regular Employees. Except as otherwise provided herein, regular employees shall be entitled to paid time off at their regular rate of pay for any designated holiday, according to applicable MOU and Resolution provisions.
- B. Temporary Employees. Except as otherwise provided herein, temporary employees are not entitled to paid time off for any designated holiday.
- C. Part-Time Employees. Entitlement to holidays for part-time employees shall be as set forth in Article X of these Rules.
- D. Employees on 24-Hour Shifts. Fire suppression employees working twenty-four (24) hour shifts are not entitled to paid time off for holidays. Instead, they shall be entitled to ninety-nine (99) hours of pay per calendar year as holiday pay.
- E. Refuse Employees. Refuse collection personnel shall be required to work on all normally scheduled holidays except for those identified under Section 23.1.A, 23.1.D, 23.1.H, 23.1.J.

23.4. Holidays on Sunday. For those employees whose normal workweek is Monday through Friday, when a holiday falls on Sunday, the following Monday shall be observed as a holiday.

23.5. Holidays on Saturday. For those employees whose normal workweek is Monday through Friday, when a holiday falls on Saturday, the preceding Friday shall be observed as a holiday.

23.6. Holidays on Regularly Scheduled Day Off. If a holiday occurs on a day which is the employee's regular day off, he/she shall be entitled to holiday pay according to applicable MOU and Resolution provisions.

23.7. Employees Required to Work on a Holiday. Employees who work on a holiday shall receive holiday pay according to applicable MOU and Resolution provisions.

**ARTICLE XXIV.  
TRAVEL AND EXPENSE REIMBURSEMENT POLICY**

24.1. Statement. The City recognizes the constructive value of professional conferences, meetings, and training, which directly pertain to the position and program responsibilities of all City employees. As such, the City will provide travel and expense funds for Department Heads and other employees who attend approved events.

This policy provides the required guidelines that City employees must follow when arranging travel, lodging, and other approved expenses. Reimbursement of reasonable expenses for travel, conferences, meetings and meals will be made, subject to the procedures contained in this Article. Also, this policy is intended to ensure that payments made by the City are limited to actual and necessary expenses incurred while conducting City business.

24.2. Policy. Department Heads may authorize travel and reimbursement of all budgeted normal and necessary expenses incurred by employees in the course of official City business according to the following guidelines. In the areas not specifically covered, the City Manager's decision shall govern.

24.3. General. Employees are to make every effort to minimize travel and meeting expenses by utilizing the least expensive method of travel. Travel arrangements shall be made as far in advance as possible to take advantage of discounted or reduced fares and rates.

The City's reimbursement plan is considered to be an "accountable plan" by the IRS. The plan includes a combination of reimbursements based upon receipts and an expense advance component which relies upon submittal of receipts upon return from the business trip. Travel reimbursement amounts are generally not reported on the employees' W-2.

24.4. Lodging. Lodging is allowed when approved by the Department Head for attendance at conferences, seminars or meetings. Individuals are expected to stay at a hotel or motel in close proximity to the conference or event site. Whenever possible, employees should seek comparable but less expensive accommodations, and if available, request the "Government Rate."

Pre-conference lodging shall be granted for regional sites, e.g. Los Angeles, San Diego, San Francisco, Sacramento, if the conference starts at or before nine (9) o'clock in the morning. Lodging costs for the night after the event will not be reimbursed (exceptions to this exclusion may be approved by the Finance Director should circumstances warrant). Lodging costs will not normally be approved for one-day meetings or programs when the event is within a reasonable commuting distance from Hemet (reasonable distance will be determined by the Finance Director).

Lodging arrangements can be paid for in advance by submitting a request for payment to the hotel. Original receipts should be submitted with the Statement of Expense.

A traveler canceling reservations shall do so according to the hotel's policy in order to avoid charges. The City does not reimburse for non-cancelled reservations, early departure, or late cancellation charges unless approved by the Department Head.

24.5. Meals. Employees may receive an expense advance for meals and incidental expenses (M&IE) in relation to business travel upon the approval of their Department Head. The expense advance for M&IE is \$70.00 for major metropolitan areas and \$50.00 for all other areas. Major metropolitan cities will be defined as cities with a population of one million or more and will include the cities of Sacramento, Monterey, Washington, D.C. or any resort City, approved by the City Manager.

Employees using expense advance shall supply the City with receipts upon return from business travel, and should the expense advance be in excess of the receipts, the employee shall reimburse the City for the amount unspent. When traveling for partial days, or when meals are provided as part of a program or while in transit, the reimbursement shall be reduced accordingly.

If an expense advance is not utilized by the employee, reasonable and necessary expenses will be reimbursed following the submittal and audit of original receipts, based upon Department Head review and approval.

Expense advance payments must be requested in advance by completing a request for payment form and submitting it to the finance department before the check run date prior to the date of the event.

For same day travel, expenses for meals are limited to activities outside normal duties. Meal expenses incurred while conducting routine daily work assignments will not be considered reimbursable (ie. Employee evaluations, project discussion, etc.), except for de minimis amounts, without prior approval of the City Manager. Reimbursement for meals is provided when it is not reasonable for a person to provide his or her own meal (ie. When attending a non-City sponsored conference, non-City sponsored training course, or other situations which may be considered on a case-by-case basis). Travel to a temporary worksite does not qualify for meal reimbursement.

It is sometimes appropriate to conduct City business with non-employees, such as consultants, oral board participants, prospective businesses, etc., whereby expenses will be incurred for food, beverage, taxes and tip, etc. Actual amounts will be reimbursed with approval from the Department Head and/or City Manager. The names of the individuals attending the function and business purpose must be documented on the Statement of Expense form and original receipts must be attached.

24.6. Air Travel. Employees should select the most cost effective manner to secure the airline reservations. Upon approval of the Department Head, internet reservations can be made using the employee's personal credit card. Individuals will be reimbursed for pre-approved reservations made on their personal credit card after they submit a detailed receipt of the charges.

The City will not reimburse for excess baggage fees if not related to City business. This includes sporting equipment.

24.7. Rental Cars. Use of rental cars should be pre-approved by the Department Head. Rental cars shall be approved only when such rental is necessary due to geographical location of airport or accommodations in relation to conference or meeting site, when other local group conveyance transportation is unavailable, and/or when a rental car is the most economical means of accomplishing travel to the final destination. When possible, use of airport or hotel shuttle is encouraged.

When a rental car is authorized, the employee shall be limited to a compact or mid-size vehicle. If gasoline is purchased for the rental vehicle, the employee shall keep receipts for reimbursement.

City officials and staff should utilize the City's corporate account with Enterprise Rental Cars to secure the most cost effective car reservations. Internet reservations can be made using the employee's personal credit card. Individuals will be reimbursed for pre-approved reservations made on their personal credit card after they submit a detailed receipt of the charges.

The City is self-insured for vehicle liability, third party physical damage and provides for workers' compensation coverage, accordingly, the insurance coverage should be waived. When completing the rental agency contract, sign the City, not as an individual, for example, City of Hemet, CA, by (your name).

Officials and staff are required to notify the Human Resources Department at 951-765-2315 and the employee's supervisor within 24 hours of any event, accident, or accident related to the rental vehicle.

24.8. Private Automobile. Automobile mileage is reimbursable if an employee is required to use a personal vehicle for travel within the City's geographical area, which includes Orange, Los Angeles, Ventura, San Bernardino, Riverside, San Diego, Imperial and Kern Counties. Reimbursement for personal auto usage for business will be calculated per the current Internal Revenue Service (IRS) guidelines. Mileage is based on the following:

- If an individual drives round-trip from their residence to a meeting or training function, the round-trip mileage the employee would have driven from his/her residence to work must be subtracted from the round-trip mileage to the event. Any excess mileage is reimbursable to the employee at the current IRS approved rate.
- If an individual drives round-trip from work to a meeting or training function, the round-trip mileage from the City location to the event is reimbursable at the current IRS approved rate.

Employees should accumulate mileage usage and submit for reimbursement once a month.

When a Department Head authorizes use of a private vehicle for the convenience of the employee, instead of more economical travel by air, reimbursement shall not exceed the cost of usual airfare plus related subsistence and surface common carrier expenses.

Employees are required to notify the City's Human Resources Department at 951-765-2315 and the employee's supervisor within 24 hours of any event, incident or accident while traveling on City business.

24.9. Employees Receiving Car Allowances. Employees receiving a car allowance will not receive any additional mileage/travel reimbursement for travel within the local vicinity. Local vicinity is defined as Los Angeles, San Bernardino, Riverside and Orange County subject to a 50-mile radius from Hemet. These employees will, however, receive mileage reimbursement for distances outside the 50-mile radius. For example, if an employee receiving a car allowance attends a meeting in Santa Barbara, 150 miles from Hemet, mileage can only be claimed for the distance traveled that is over 50 miles. Thus, the employee would be compensated for 100 miles.

24.10. Conference Registration Fees. Employees are expected to arrange conference attendance sufficiently in advance to obtain any registration discounts that may be offered. Registration fees can be paid by submitting a Request for Payment form. Department Heads are responsible for ensuring that employees under their supervision follow budgetary limitations.

24.11. Telecommunications Costs. On authorized travel, necessary business-related telephone calls incurred and modem connections for employees with City-issued laptop computers, fax or Internet service may be reimbursed. In addition, individuals may be reimbursed for reasonable costs incurred for phone calls to their personal residences. The Department Head shall make the final determination of reasonable costs on a case-by-case basis.

24.12. Miscellaneous Expenses. Miscellaneous expenses, including charges for vehicle parking, bridge tolls, and any other justifiable business expense may be allowed. A satisfactory explanation of the charge(s) is required for expenditures that are large or unusual. A receipt or other voucher shall accompany the employee reimbursement request. Small miscellaneous expenses (<\$50) should be accumulated and submitted once a quarter.

24.13. Excluded Expenses. The costs of alcoholic beverages, drugs, laundry/dry cleaning, in-room movies, tours, personal entertainment and other personal related expenses are not reimbursable. Optional tours, banquets, or other activities offered through the conference but as an additional cost to registration, are solely at the discretion of the employee and will be considered as a personal expense.

The City will not pay the costs of an employee's spouse or domestic partner who is attending an event on behalf of the City.

**ARTICLE XXV.  
EDUCATIONAL REIMBURSEMENT**

Educational reimbursement shall be administered in accordance with applicable MOU and Resolution provisions.

**ARTICLE XXVI.  
ETHICAL STANDARDS AND CONFLICTS OF INTEREST**

26.1. General Considerations. During the employee's workday, each employee is expected to devote his/her full time in the performance of the employee's assigned duties as a City employee. An employee shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible or in conflict with employee's duties, functions, or responsibilities as a City employee, nor shall an employee engage in any outside activity which will directly or indirectly contribute to the lessening of employee's effectiveness as a City employee.

26.2. Conflicts of Interest and Acceptance of Gifts and Other Gratuities. City employees should serve the needs and respond to the wishes of all citizens equally without regard to their personal gain. City employees should perform their duties in an impartial manner, free from bias caused by their own financial interests or the financial interests of other persons. Therefore, it is the policy of the City that all City employees shall avoid situations which might be interpreted as involving or creating a conflict of interest between the employee's duties and responsibilities as a public employee, and the employee's personal and private interest.

Employees should not take part in the consideration of any application, proceeding, or other matter involving their own personal property, real estate, investment, or other interest, or that of any relative or close personal acquaintance. In all such situations, the employee should disclose the nature of the relationship to his/her immediate supervisor and request to be relieved of any responsibility or involvement in such matter.

The acceptance of gifts, favors, or any other form of compensation or gratuity may be viewed as influencing or compromising or attempting to influence or compromise the judgment of an employee. To prevent such a conflict, employees shall discourage any offer of a gift, favor or any form of compensation or gratuity. Gifts that can and will be shared with office staff, such as boxes of candy, flowers, and food, may be viewed as exceptions. Being hosted by a City contractor or potential City contractor is not a conflict of interest, provided that the employee complies with all financial disclosure laws and regulations.

Employees who receive or are offered an unanticipated gift, favor or gratuity, should consult their Department Head to determine an appropriate response to the donor.

Employees shall not solicit or accept donations for City sponsored events unless waived for specific events by express written authorization of the Personnel Officer.

26.3. Solicitation of Political Contributions. Consistent with the provisions of California Government Code Title 1, Division 4, Chapter 9.5, employees shall not knowingly solicit political contributions or funds, directly or indirectly, from other officers or employees of the City or from persons on City employment lists. This prohibition shall not apply to solicitations addressed to a significant segment of the public that includes City employees or officers. This prohibition also shall not apply to solicitation or receipt of political contributions or funds to promote the passage or defeat of a ballot measure that would affect the rate of pay, hours of work, retirement, or other working conditions of City employees provided that such solicitation complies with Section 26.4.

26.4. Political Activity. Consistent with the provisions of California Government Code Title 1, Division 4, Chapter 9.5, employees may not engage in political activity of any kind while the employee is on duty; while the employee is in uniform; or while the employee is on City property on which members of the public would not be permitted to engage in political activities.

26.5. Bulletin Boards. The City maintains bulletin boards in each Department for display of notices required by law and notices pertaining to City business. All other postings are subject to the following requirements:

- A. Consistent with the City's Employer-Employee Resolution and applicable MOUs, the City shall allocate space on City bulletin boards for use by recognized employee organizations. The City retains discretion to reasonably regulate the location and amount of space allocated for such purposes.
- B. Posted notices shall not be defamatory, profane, or otherwise violate state or federal law or any of the City's policies, including these Personnel Rules.
- C. Posted notices shall not advocate the election or defeat of candidates for public office.
- D. Posted notices shall be dated and shall identify the individual(s) or organization(s) that published and/or posted them.
- E. Unless otherwise agreed, posted notices will be removed 31 days after posting.
- F. Department Heads shall advise the Personnel Officer of any notices that are potentially non-compliant with the foregoing requirements. The Personnel Officer shall order the removal of any notices found non-compliant following reasonable review.



26.6. Outside Employment, Enterprise or Activity. In accordance with California Government Code Title 1, Division 4, Chapter 1, Article 4.7, no employees may engage in any outside employment, enterprise, or activity that is inconsistent, incompatible, in conflict with, or adverse to his/her employment, ability to perform his/her duties and responsibilities, including performance of overtime and emergency duties, any other aspect of City operations, or which will directly or indirectly contribute to the lessening of employee's effectiveness as a City employee.

- A. Employees are required to notify their appointing authority of all outside employment, enterprises or activities in which they are engaged so that the City may assess whether such outside employment, enterprise or activity (collectively "outside employment") conflicts with their City employment. To this end, all new employees and any incumbent employees who have a change in their outside employment status, shall complete a current "Outside Employment Request Form" ("the Form") and shall promptly submit the Form to their supervisors. Employees shall certify on the Form that they either have no outside employment, or describe the outside employment sufficiently to permit a determination as to whether such employment is consistent with this Article.
- B. The employee's appointing authority shall review the Form and determine whether an employee's outside employment is prohibited. In making such a determination the appointing authority shall assess whether any of the following factors are involved:
  - (1) 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 employee's City employment as a part of employee's duties as a City employee; or
    - (u) Performance of an act in other than the employee's capacity as a City employee which act may later be directly or indirectly subject to the control, inspection, review, audit, or enforcement by such employee or the department by which the employee is employed; or
    - (v) Conditions or factors which are likely to directly or indirectly lessen the efficiency of the employee in employee's regular City employment, or conditions in which there is a substantial danger of injury or illness to the employee; or
    - (w) Use of City time, facilities, equipment, and supplies, prestige, influence, or confidential information of the

employee's City office or employment for private gain or advantage; or

- (x) Solicitation of future employment with a business doing business with the City over which the employee has some control or influence in employee's official capacity at the time of the transaction.
- C. The appointing authority shall advise the employee in writing as to whether the outside employment is prohibited.
- D. An employee may submit a written appeal to the Personnel Officer within fourteen (14) days from the employee's receipt of the appointing authority's written determination. The written appeal shall specify the grounds on which he/she challenges the appointing authority's determination and shall include an attachment with all relevant documentary evidence for the appeal. The Personnel Officer shall schedule a meeting with the employee and appointing authority to discuss the appointing authority's determination. The Personnel Officer shall issue a written decision to the employee and the appointing authority within fourteen (14) days from the date of the meeting. The decision of the Personnel Officer shall be final.
- E. Employees shall be subject to disciplinary action pursuant to Article XVIII for violation of this Section, including, but not limited to, failure to disclose outside employment, failure to provide timely updates regarding changes to outside employment, and intentional inclusion of material mis-statements in the employee's description of the outside employment.

26.7. Smoking. Smoking is prohibited in all City facilities and in all City vehicles.

## **ARTICLE XXVII. POLICY ON USE OF CITY EQUIPMENT, VEHICLES, AND FACILITIES**

27.1. General. It is the policy of the City that all City-owned equipment, vehicles, and facilities, including but not limited to all types of vehicles, hand tools, power tools, automotive equipment, office equipment, supplies, and construction materials, as well as City-owned buildings and their grounds are the property of the City, and may only be used for business-related purposes. Personal use of all City-owned equipment, vehicles and facilities is expressly prohibited, except under limited exceptions for specific types of property, as set forth in this Article. The use of City electronic equipment is covered by Article XXXVII, Electronic Communications.

27.2. Blanket Prohibition. The following equipment and facilities may not be used or authorized for use for any personal reason under any circumstances:

- A. City Corporate Yard Painting Booth

- B. City Corporate Yard Fleet Maintenance Area or related tools and equipment
- C. City Corporate Yard Solid Waste Dumping Area
- D. Police Department Property Evidence Room contents
- E. City Fueling Stations and City-purchased fuel
- F. City vehicles that require the use of a Class A or Class B driver's license

27.3. Limited Exceptions. With advance, written consent from the Personnel Officer, Department Heads may grant limited exceptions permitting personal use of City property not identified under Section 27.2. Employees must receive advance, written consent from their Department Heads for an exception to take effect under this Section. The following limitations also apply:

- A. The Personnel Officer and Department Heads may place reasonable restrictions on the personal use of any City-owned equipment, vehicles, or facilities and may revoke or limit authorization for such personal use at any time.
- B. Employees are responsible to ensure that the personal use does not interfere with City business and involves minimal additional expense to the City.
- C. Employees shall ensure that personal use of equipment, vehicles, or facilities takes place during their non-work time only.
- D. The City may require the employee to reimburse the City for the cost of using equipment, vehicles, or facilities. The City may also require the employee to provide a monetary deposit prior to using City-owned equipment, vehicles, or facilities. Costs for damages may be taken out of the deposit.
- E. The City may require an employee requesting personal use of City facilities to submit an application and follow guidelines established by the City for the use of City-owned facilities by members of the public.

27.4. City-owned Vehicles. Certain City employees are assigned vehicles for official business and/or transportation to and from the employee's normal place of work. Other City employees may periodically use a City vehicle for City business. Such employees must obtain written approval from his/her Department Head before obtaining a City vehicle for temporary use and must adhere to any rules adopted by his/her Department.

- A. All employees using a City vehicle, whether the vehicle is permanently assigned to him/her or being used temporarily, must adhere to the following guidelines:

- (1) Vehicles are to be used only for official City business with the exception of incidental use during authorized breaks.
- (2) Employees must have a valid driver's license. If the employee is driving a commercial vehicle, he/she must have a valid California commercial driver's license.
- (3) No employee may operate a City vehicle after he/she has ingested alcoholic beverages or controlled substances.
- (4) Possession of controlled substances, alcoholic beverages, or any firearms or weapons inside a City vehicle is strictly prohibited, except for those employees having express authorization by the City's Chief of Police to carry firearms.
- (5) Employees must complete a Driver's Vehicle Inspection Report, in accordance with Department of Transportation standards, prior to the operation of any City vehicle, and leave the report in the vehicle for review by Fleet Maintenance staff. In addition, if stopped by a law enforcement officer, the employee may be required to show the completed report.
- (6) Seatbelts must be worn at all times, except for Emergency Services personnel.
- (7) Employees may not use hand-held cellular telephones or other electronic communications devices, such as a BlackBerry or two-way radio, while operating a City vehicle. Employees may use such devices if they use a hands-free device. The City will provide hands-free accessories, as required by law. Consistent with the California Vehicle Code, this prohibition shall not apply in emergency circumstances or to emergency service professionals in the course and scope of their duties.
- (8) Smoking or use of any tobacco product is prohibited inside all City vehicles.
- (9) Employees may not consume food inside a City vehicle when the vehicle is in motion.
- (10) Employees shall not permit non-City employees to drive City vehicles.
- (11) Employees shall not permit non-City passengers to ride in a City vehicle without Department Head authorization.
- (12) When leaving a City vehicle unattended, employees must ensure that the engine key switch is shut off, that the engine is not running,

and lights and radio are turned off to prevent battery drain. In addition, all windows must be closed and doors locked. However, police employees with secondary keys shall be permitted to leave a key in the ignition of a locked car during summer months to maintain cooling for K-9 officers and suspects remaining inside.

- (13) All trash and personal items shall be removed from City vehicles at the conclusion of each trip.
- B. A logbook will be maintained in all City vehicles that are not assigned to a particular employee. All employees who use such a vehicle are required to log the mileage at the beginning and end of each trip and shall fill out all information requested in the logbook.
- C. Employees are required to immediately report any damage to a City vehicle to his/her immediate supervisor.

27.5. Penalties. Any violation of this Article may be grounds for disciplinary action in accordance with Article XVIII of these Personnel Rules. In addition, where appropriate, violations of this policy may be referred for criminal prosecution.

## **ARTICLE XXVIII. DRESS AND GROOMING STANDARDS**

28.1. General Policy. The City is a professional organization, and customers, suppliers, and the general public (collectively "customers") frequently form their initial impressions of professional credibility based solely on employee appearance. Therefore, all employees must present a professional appearance by wearing attire appropriate to their job classifications and must promote a positive image to customers.

This Rule is intended to provide standards on dress and appearance and is not meant to address all situations. There may be differences in some Departments' standards depending on the nature of the work environment, nature of work performed, involvement with the public, required uniforms, or other circumstances identified by the Department Head. The standards in this Rule apply when the employee has officially reported to work. Department Heads shall be responsible for enforcement of this Rule and related Department Policies among their employees.

28.2. General Guidelines for Attire and Footwear.

- A. **Acceptable Attire:** Acceptable attire includes, but is not limited to, suits, dresses (with or without nylons), skirts of moderate length, pantsuits, shirts (with or without ties), sport coats, dress slacks, khakis or Dockers-type slacks, Capri-style suits, polo-type or other collared shirts, Attire meeting the above criteria may be sleeveless, short-sleeved, or long-sleeved. Department approved uniform, including shirts with City logo.

- B. Unacceptable Attire: Unacceptable attire includes, but is not limited to, t-shirts, sweatshirts, jogging outfits, workout wear, sweat pants, jeans (blue or colored), shorts, halter tops, tank tops, skorts, and culottes. Otherwise acceptable attire shall be unacceptable if it is of immoderate length, sheer, see-through, or revealing, low-backed, spaghetti-strapped, or bearing messages.
- C. Acceptable Footwear: Acceptable footwear includes, but is not limited to, sandals, loafers, and other dress shoes.
- D. Unacceptable Footwear: Unacceptable footwear includes, but is not limited to, athletic shoes (including sneakers and tennis shoes), flip-flops, thongs, and other casual sandals.

### 28.3 Limited Exceptions.

- A. While jeans, shorts and athletic shoes, are not considered appropriate in any office or other business setting, some field employees, in the Department Head's discretion, may wear these items.
- B. Department Heads may exercise their discretion regarding appropriate attire in light of weather conditions or requirements of special projects or assignments.
- C. The City may designate special casual days during which the dress code may be relaxed. Criteria for such casual days will be announced in advance.

### 28.4 Tattoos and Jewelry.

- A. All tattoos must be covered.
- B. Facial piercing jewelry, including, but not limited to that displayed via nose piercing, tongue piercing, eyebrow piercing, lip piercing, or any other facial piercing, is prohibited.
- C. Employees may wear up to two (2) earrings in each earlobe.
- D. All other jewelry must be appropriate, not detract from a professional appearance, and not constitute a potential safety hazard for the employee or others due to its characteristics or the manner in which it is worn. Such a determination shall rest in the discretion of the Department Head.

### 28.5 Grooming.

- A. All employees must maintain a clean, presentable appearance.

- B. When used, perfumes, colognes, after shaves, and scented lotions shall be applied in moderation.
- C. Beards, sideburns, and moustaches must be neatly groomed. Hair must be properly restrained as required for its length and the nature of the assignment. Hair coloring shall be within the range of natural hair colors.

28.6 Violations.

- A. Should an employee wear inappropriate attire or footwear to work, the employee shall be asked to leave the workplace and promptly return after changing into appropriate attire and footwear. The employee may deduct the missed time from his/her paid leave. In the absence of accrued paid leave, the employee's absence shall be considered leave without pay.
- B. Repeated violations of this Rule may be grounds for discipline, pursuant to Article XVIII.

28.7 Accommodation of Protected Characteristics.

- A. The Personnel Officer may grant exceptions to this Rule as required by law to accommodate an employee's protected characteristic(s).

**ARTICLE XXIX.  
COOPERATION**

29.1. Every employee of the City of Hemet shall cooperate with the City Council, the Personnel Officer and his/her Department Head in order to completely fulfill the objectives and purposes of the Personnel Ordinance and these Rules.

**ARTICLE XXX.  
REPORTS AND RECORDS**

30.1. Employee Files. The Personnel Officer shall maintain a personnel file for each employee in the service of the City showing the name, title of position held, the department to which assigned, salary, changes in employment status, and such other information as may be considered pertinent.

30.2. Change of Status Report. Every appointment, transfer, promotion, demotion, change of salary rate, reduction in salary, and other temporary or permanent change in status of employees shall be reported to the Personnel Officer in such manner as may be prescribed by these rules and regulations.

30.3. Destruction of Records. All records relating to personnel, including correspondence, applications, examinations, and reports may be destroyed after five (5) years unless further retention is required or advised under the law.

**ARTICLE XXXI.  
SAFETY PROGRAM**

31.1. Injury and Illness Prevention. The City is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the City has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. A complete copy of the Injury and Illness Prevention Program is kept by the Human Resources Department and is available for your review.

Employees are required to know and comply with the City's General Safety Rules and to follow safe and healthy work practices at all times. Employees may be subject to discipline for engaging in any unsafe or unhealthy work practice or for violating established safety rules. Employees also are required to report immediately to their supervisor any potential health or safety hazards, and all injuries or accidents. First aid supplies are in various locations. The location of the nearest doctor and/or medical facility is posted at each City Department.

**ARTICLE XXXII.  
DRUG FREE WORKPLACE POLICY**

32.1. General Policy. It is the goal of the City to create a healthy and safe work environment in order to deliver the best and most cost-efficient municipal service. It is the responsibility of City employees to cooperate in efforts to protect the life, personal safety, and property of co-workers and fellow citizens. Substance abuse has been found to be a contributing factor to absenteeism, substandard performance, increased potential for accidents, poor morale, and impaired public relations. It is the goal of this policy to prevent substance abuse in the workplace. Employees must take all reasonable steps to abide by and cooperate in the implementation and enforcement of this policy. Alcohol and/or drug abuse will not be tolerated on or off the job for any employee, and disciplinary action, up to and including termination, will be used as necessary to achieve the goal of eliminating substance abuse in the workplace.

This Policy applies to all City employees. Certain City employees are subject to the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. No. 102-143, 105 Stat. 952), which requires alcohol and drug testing of safety-sensitive transportation employees who are required to have a commercial driver's license (49 CFR Parts 40, 382, as amended).

In order to comply with the Department of Transportation regulations, the City has developed specific guidelines regarding when and how drug-alcohol testing will occur, as well as provisions on rehabilitative services available to all covered employees. The specific guidelines for employees who are required to have a commercial driver's license are set forth in the City's Drug and Alcohol Testing Policy for Employees with Commercial Driver's Licenses.

32.2. Definitions.

- A. Alcohol. Any liquid containing ethyl alcohol (ethanol).



- B. Applicant. Any person applying for employment with the City who has been extended a conditional offer of employment.
- C. Controlled Substance. Any drug that is classified by the Drug Enforcement Administration into the five schedules or classes on the basis of their potential for abuse, accepted use, and accepted safety under medical supervision.
- D. Drug(s). Legal and/or illegal drugs, as defined herein.
- E. Illegal Drug. A controlled substance; a legal drug which has not been legally obtained; or a legal drug which was legally obtained, but that is being sold or distributed unlawfully.
- F. Legal Drug. Any drug, including any prescription drug or over the counter drug, that has been legally obtained and that is not unlawfully sold or distributed.
- G. Reasonable Suspicion. A belief based upon objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:
  - (1) Slurred speech;
    - (y) Alcohol odor on breath;
    - (z) Unsteady walking and movement;
    - (aa) Physical impairment (e.g., glassy eyes, eye dilation, shaking, or erratic movement);
    - (bb) An accident involving City property;
    - (cc) Physical altercation;
    - (dd) Verbal altercation;
    - (ee) Unusual behavior;
    - (ff) Job impairment;
    - (gg) Possession of alcohol or drugs; or
    - (hh) Information obtained from a reliable person with personal knowledge.

- H. Under the Influence of Drugs or Alcohol. The use of (1) any alcoholic beverage; (2) any illegal drug or substance, or (3) the use or misuse of any prescribed drug, in a manner and to a degree that impairs the employee's work performance or ability to use City property or equipment safely.

32.3. Employee Responsibilities.

- A. Sign and return the Acknowledgement of Receipt of Personnel Rules, noting specifically that the employee has read, understands, and agrees to abide by the provisions of this policy as a condition of continued employment.
- B. Not report to work or be subject to duty while under the influence of illegal drugs or alcohol.
- C. Not report to work or be subject to duty while under the influence of a legal drug whenever the use of the legal drug might (a) endanger the safety of the employee or another person; (b) pose a risk of significant damage to City property or equipment; or (c) substantially interfere with the employee's job performance or the safe or efficient operation of the City's business or equipment.
- D. Notify his/her Supervisor, before beginning work, when taking any medications or drugs, prescription or nonprescription, which may interfere with the safe and effective performance of duties or operation of City equipment.
- E. Not manufacture, possess, use, trade, offer to sell, sell, or buy drugs or alcohol during working hours or while subject to duty, on breaks, during meal periods, or anytime while on City property.
- F. Not store in a locker, desk, automobile, or other repository on City property, any alcohol or illegal drug. This policy is not intended to prevent an employee from possessing alcoholic beverages in sealed containers in his/her personal vehicle. Nor is this policy intended to prevent presentation of alcohol as a gift.
- G. Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either employee or both employees are on duty or subject to being called. This policy is not intended to prevent an employee from possessing alcoholic beverages in sealed containers in his/her personal vehicle. Nor is this policy intended to prevent presentation of alcohol as a gift.
- H. Submit to an alcohol and/or drug test when requested to do so by the employee's Department Head as provided for in accordance with the guidelines set forth herein.

- I. Provide within twenty-four (24) hours of request bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug test is positive. The prescription must be in the employee's name.
- J. File an "Employee Report of Conviction for Violating Criminal Drug Statutes In The Workplace" to the Personnel Officer within five (5) days of such conviction.

#### 32.4. City Responsibilities.

- A. The Personnel Officer and the Department Heads are responsible for reasonable enforcement of this Article.
- B. The Personnel Officer or a Department Head may request that an employee submit to a drug and/or alcohol test in accordance with the guidelines set forth herein.
- C. Whenever an employee refuses an order to submit to a drug or alcohol test upon request, the employee shall be reminded of the requirements of this Article and the disciplinary consequences provided for in this Article. Such refusal may be considered insubordination and grounds for disciplinary action up to and including termination.
- D. Where there is a reasonable suspicion that an employee is under the influence of drugs or alcohol, the Department Head should detain the employee for a reasonable time until the employee can be safely transported home.
- E. Department Heads shall not physically search the person of employees, nor shall they search the personal possessions of employees without freely given consent in the presence of the Personnel Officer.
- F. Department Heads shall notify the Personnel Officer, whenever they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City. If the Personnel Officer concurs that there is reasonable suspicion of illegal drug possession, the Personnel Officer shall notify the appropriate law enforcement agency.

#### 32.5. Drug Testing Guidelines.

- A. Drug Testing. Employees subjected to a drug test shall be tested by submitting to a urinalysis test.
- B. Alcohol Testing. Employees subjected to an alcohol test shall be tested by submitting to a breathalyzer test.

- C. Testing Protocol. All testing will be conducted according to DHHS/SAMHSA guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody. A copy of the DHHS/SAMHSA Guidelines may be obtained from Human Resources, or are available at the DHHS Website at: [www.workplace.samhsa.gov](http://www.workplace.samhsa.gov).
- D. Pre-Employment Examinations.
- (1) Required. All pre-employment physical examinations include drug and/or alcohol testing. No drug and/or alcohol test shall be administered prior to the applicant receiving a conditional offer of employment from the City.
- (ii) Results. A positive result for a drug and/or alcohol analysis may result in the applicant not being hired. If a drug screen is positive at the pre-employment physical, the applicant may be requested to provide within twenty-four (24) hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.
- E. Alcohol/Drug Testing of Employees. The City shall require drug and/or alcohol tests of employees when reasonable suspicion exists as defined in Section 2 of this Article. Employees shall also be required to submit to return to duty and follow-up drug/alcohol tests as part of a last chance agreement as set forth in Section 6 of this Article.
- (1) Documentation. Any Department Head requesting an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of drugs or alcohol. When possible, the Department Head should have another Department Head or Supervisor witness the behavior and independently document it.
- (jj) Prerequisite. Prior to the administration of any drug and/or alcohol testing, the City Physician and/or the Department Head shall attempt to obtain from the employee to be tested a completed and signed consent form. This form will provide for the employee's consent

in writing to physical and/or psychological examination and testing and the release of result information by the City Physician to the City. Refusal by the employee to sign a consent form may be considered insubordination and may be grounds for disciplinary action up to and including termination.

(kk) Interference with Required Test. An employee will be subject to the same consequences of a positive test if he/she:

- (a) Refuses the screening or the test;
- (b) Adulterates or dilutes the specimen;
- (c) Substitutes the specimen with that from another person or sends an imposter;
- (d) Will not sign the required forms; and/or
- (e) Refuses to cooperate in the testing process in such a way that prevents completion of the test.

(ll) Results. If the drug screen is positive, the employee may be requested to provide within twenty-four (24) hours of the test bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name.

### 32.6. Rehabilitation.

- A. General. The City encourages those employees who think that they may have a problem with drugs and/or alcohol to seek assistance and rehabilitation at an early date prior to notification of testing for any substance abuse problem and/or prior to discovery by the City of the employee's drug and/or alcohol problem. However, the City reserves the right to discipline employees, up to and including termination, who are discovered to have a problem with drugs and/or alcohol, and do not come forward for help prior to the City's discovery.
- B. Employee Assistance. The Employee Assistance Program (E.A.P.) is available to assist employees in these efforts, as set forth under Article XXXIII.
- C. Voluntary Referral. A decision by an employee to voluntarily seek treatment or rehabilitation for the first time, will not be used as the basis for disciplinary action. However, the City may in such cases require such employees to comply with the provisions of the Last Chance Agreement

and Follow-Up Testing. An employee who tests positive for drugs under the provisions of this Article and then decides to enroll in a treatment or rehabilitation program does not qualify under this section. Likewise, an employee is not qualified under this section if the City discovers his/her alcohol and/or drug use prior to the employee's admission and request for treatment or rehabilitation.

- D. Leave. If necessary, the employee may be granted a leave of absence without pay in order to participate in treatment and rehabilitation. Such a leave of absence shall be unpaid and subject to the requirements of Article XXI of these Personnel Rules regarding unpaid leaves of absences. However, an employee is required to exhaust all paid leaves prior to being granted an unpaid leave of absence for the purpose of receiving treatment and rehabilitation. The City reserves the right to deny such leave if so doing would impose an undue hardship on the City.
- E. Last Chance Agreement. Employees who undergo treatment and/or rehabilitation may be required to sign a Last Chance Agreement as a condition of continued employment. In said agreement, the employee must promise to complete the treatment or the rehabilitation program and to comply with other terms stated therein. If the employee refuses to sign the Last Chance Agreement or violates the agreement, he/she may be subject to disciplinary action up to and including termination.
- F. Return to Duty and Follow-up Testing. An employee entering a rehabilitation program will be required to submit to a return to duty drug/alcohol test prior to his/her return to work. An employee entering a rehabilitation program may be required to submit to random testing for up to one (1) year after completion of the program. If the employee fails to comply or if further substance abuse is detected upon such testing, the employee may be subject to disciplinary action, up to and including termination.

32.7. Confidentiality. Laboratory reports or test results shall not appear in an employee's general personnel file. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Personnel Officer. The reports or test results may be disclosed to Supervisors on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when:

- A. The information is compelled by law or by judicial or administrative process;
- B. The information has been placed at issue in a formal dispute between the employer and employee;

- C. The information is to be used in administering an employee benefit plan;  
or
- D. The information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

32.8. Disciplinary Action. Disciplinary action, up to and including termination, may be taken against an employee for any violation of this Article, including, but not limited to, the following reasons:

- A. Failure to comply with any of the Employee Responsibilities set forth in this Article.
- B. Positive results from a drug and/or alcohol test.
- C. Refusal to be tested in accordance with this Article.
- D. Violation of or refusal to enter into a "Last Chance Agreement."

32.9. Relation to Disabilities. Nothing in this Article shall affect the City's obligation to not discriminate and to reasonably accommodate certain alcoholics and/or drug addicts who are participating in or have completed a rehabilitation program in accordance with the Americans with Disabilities Act, the Fair Employment and Housing Act, and the Rehabilitation Act of 1973. Employees should be aware that none of these laws prohibits the City from taking disciplinary action against employees who are currently using illegal drugs.

### **ARTICLE XXXIII. EMPLOYEE ASSISTANCE PROGRAM**

33.1. Purpose of Policy. The City recognizes that personal problems may have a negative impact on an employee's attendance, job performance, or behavior at work. The City also recognizes that everyone may occasionally benefit from professional assistance with personal problems. Accordingly, the City provides an employee assistance program (EAP) for employees. This program is administered by Professional Resources. The EAP provides confidential and professional counseling and when appropriate, referral to other services to deal with personal problems, such as chemical dependency, marital or family conflict, and emotional problems. The EAP is offered to enhance personal well-being as a means of improving individual attendance, performance, and productivity. All counseling through this program is on a voluntary basis. Employees who suspect they have an alcohol, drug, emotional, marital, family, or other personal problem, even in the early stages, should contact the EAP, seek a diagnosis, and follow through with the program as prescribed by qualified professionals. Although employees are encouraged to use the EAP, participation in the program does not relieve employees of their obligation to perform their work in a satisfactory manner and to comply with other City rules, policies, or guidelines including the City's Drug-Free Workplace Policy. Further details regarding EAP are available through the Human Resources Department.

**ARTICLE XXXIV.  
NEPOTISM POLICY**

34.1. Definitions.

- A. Applicant. A person who applies for a position at the City and is not a Current Employee.
- B. Change of Status. A change in the legal status or personnel status of one or more Current Employees.
  - (1) Changes in legal status include but are not limited to marriage, divorce, separation, or any such change through which a Current Employee becomes a Family Member or ceases to be a Family Member of another Current Employee.
  - (2) Changes in personnel status include but are not limited to promotion, demotion, transfer, resignation, retirement or termination of a Current Employee who is a Family Member of another Current Employee.
- C. Current Employee. A person who is presently a City employee, or an elected or appointed City official.
- D. Direct Supervision. One or more of the following roles, undertaken on a regular, acting, overtime, or other basis shall constitute Direct Supervision:
  - (1) Occupying a position in an employee's direct line of supervision; or
  - (2) Functional supervision, such as a lead worker, crew leader, or shift supervisor;
  - (3) Participating in personnel actions including, but not limited to, appointment, transfer, promotion, demotion, layoff, suspension, termination, assignments, approval of merit increases, evaluations, and grievance adjustments.
- E. Family Member. A spouse, domestic partner, parent, parent-in-law, step-parent, legal guardian, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, child, step-child, legal ward, daughter-in-law, son-in-law, grandchild, or grandparent.
- F. Prohibited Conduct. Conduct by Family Members including, but not limited to, one or more of the following:
  - (1) Participation directly or indirectly in the recruitment or selection process for a position for which a Family Member is an Applicant.



- (mm) Direct Supervision of a Family Member that does not comply with limitations set forth in this Article;
- (nn) Conduct by one or more Family Members that has an adverse effect on supervision, safety, security or morale.

34.2. Guidelines for Applicants.

- A. No qualified Applicant may be denied the right to file an application for employment and compete in the examination process. However, consistent with this Article, the City may reasonably regulate, condition, or prohibit the employment of an Applicant for a full-time position.
- B. Disclosure: Each Applicant is required to disclose the identity of any Family Member who is a Current Employee .
- C. Assessment by the Personnel Officer: For each Applicant who has a Family Member who is a Current Employee, the Personnel Officer shall assess whether any of the following circumstances exist:
  - (1) Business reasons of supervision, safety, security or morale warrant the City's refusal to place the Applicant under Direct Supervision by the Family Member; or
  - (2) Business reasons of supervision, security, or morale that involve potential conflicts of interest or other hazards that are greater for Family Members than for other employees, which warrant the City's refusal to permit employment of Family Members in the same department, division, or facility.
- D. Decision of the Personnel Officer: If the Personnel Officer determines that either of the above circumstances exist, the Personnel Officer shall exercise his or her discretion to either reject the Applicant or consider the Applicant for employment in a position that does not present either of the above circumstances.
- E. Following examination, if the Applicant is successfully certified as eligible pursuant to Article VIII, he or she may be employed in a position for which the Personnel Officer has determined that neither circumstance exists pursuant to Section 34.2.C.
  - (1) When an eligible Applicant is refused appointment by virtue of this Article, his or her name shall remain on the eligibility list for openings in the same classification. For each opening, the Personnel Officer shall make a determination consistent with Section 34.2.C.

34.3. Guidelines for Current Employees.

- A. Employees shall report a Change of Status to the Personnel Officer within a reasonable time after the effective date of the Change of Status. Wherever feasible, Employees shall report a Change of Status in advance of the effective date.
- B. Within thirty days from receipt of notice, the Personnel Officer shall undertake a case-by-case consideration and individualized assessment of the particular work situation to determine whether the Change of Status has the potential for creating an adverse impact on supervision, safety, security, or morale.
  - (1) The Personnel Officer shall consult with an affected Department Head to make a good faith effort to regulate, transfer, condition or assign duties in such a way as to minimize potential problems of supervision, safety, security, or morale.
  - (2) Notwithstanding the above provisions, the City retains the right to exercise its discretion to determine that the potential for creating an adverse impact on supervision, safety, security, or morale cannot be sufficiently minimized and to take further action pursuant to Section 34.3.C.(1).
- C. Following a Change of Status or new hire of a Family Member, affected Department Heads shall reasonably monitor and regulate both Family Members' conduct and performance for a period of one year from the date of the Personnel Officer's determination. The Department Head shall document these actions. Successive Department Heads may re-visit such a determination at their discretion.
  - (1) If the Department Head determines, subject to any applicable requirements of due process, that an employee has engaged in Prohibited Conduct, the Department Head shall re-visit the Personnel Officer's determination. Depending on the severity of the Prohibited Conduct, the Department Head may recommend that the Personnel Officer take one or more of the following additional measures:
    - (a) Transfer one of the Family Members to a similar position that would not be in violation of this policy. The transfer will be granted provided the Family Member qualifies and there is an opening to be filled. There can be no guarantee that the new position will be within the same classification or at the same salary level.
    - (b) If the situation cannot be resolved by transfer, one of the Family Members must separate from City employment. If

one of the employees does not voluntarily resign, the employee with primary responsibility for the Prohibited Conduct will be discharged.

- D. Department Heads who receive complaints from other employees that one or more Family Members has engaged in Prohibited Conduct shall respond in accordance with existing complaint and disciplinary procedures, where applicable.
- E. Where situations exist prior to the effective date of this Article that may be in conflict with this Article, every effort shall be made to reasonably address the situation so as to avoid any future conflict.

34.4. Employee Complaints. Employees who believe that they have been adversely affected by Prohibited Conduct by one or more Family Member should submit complaints to a Department Head or to the Personnel Officer.

34.5. Savings Clause. Should any provision of this Article, or any application thereof, be unlawful by virtue of any federal, state, or local laws and regulations, or by court decision, such provision shall be effective and implemented only to the extent permitted by such law, regulation or court decision, but in all other aspects, the provisions of this Article shall continue in full force and effect.

#### **ARTICLE XXXV. CONSENSUAL ROMANTIC OR SEXUAL RELATIONSHIPS BETWEEN EMPLOYEES**

35.1. In General. Consensual romantic or sexual relationships between City employees can lead to misunderstandings, complaints of favoritism, adverse effects on employee morale, and possible claims of sexual harassment during or after termination of the relationship. As a result, such relationships present existing or potential conflicts that adversely affect efficient operation of the City. Relationships that present an actual conflict under this Article are therefore prohibited.

35.2. Applicability of Article. This Article shall apply to all City employees, regardless of gender or sexual orientation, who have a romantic or sexual relationship with another City employee. Employees who marry or become domestic partners with another City employee shall be governed by the provisions of Article XXXIV regarding Nepotism.

35.3. Definition of Conflict. For purposes of this Article, a conflict exists if business issues of supervision, safety, security, and/or morale would be impacted by a romantic or sexual relationship between two employees.

35.4. Supervisor's Duty to Report. If a romantic or sexual relationship exists between a Supervisor and another employee (including another Supervisor), the Supervisor shall promptly disclose the relationship to the Personnel Officer and request a determination as to whether the relationship presents a conflict. The disclosure must identify the names and positions of both employees. A Supervisor's failure to comply with this Article shall be grounds for discipline up to and including discharge.

35.5. Determination by Personnel Officer. Within five (5) working days, the Personnel Officer shall issue a written determination as to whether the relationship presents a conflict, and is thereby prohibited. The Personnel Officer, in consultation with the City Manager, shall have exclusive discretion in making the determination.

35.6. Resolution of Conflicts. Subject to limitations imposed by applicable memoranda of understanding, the Municipal Code and applicable provisions of these Rules, the Personnel Officer will attempt in good faith to work with the Supervisor and the other employee to consider options to eliminate the conflict, including removing the supervisory authority that created the conflict, reassignment, transfer or voluntary demotion of a supervisory employee, or where the Personnel Officer determines that modification of a Supervisor's assignment is not feasible, reassignment, transfer or voluntary demotion of a non-supervisory employee. The Personnel Officer retains discretion to determine that the conflict may be resolved via voluntary resignation or termination only.

35.7. Prohibited On-Duty Conduct. All City employees are prohibited from engaging in intimate, physical, or other conduct in furtherance of a romantic or sexual relationship with another City employee at work locations during work hours. Moreover, upon termination of a sexual or romantic relationship with another City employee, employees are prohibited from engaging in behavior that adversely affects the working conditions of any City employee. In general, all employees are expected to observe appropriate standards of workplace conduct in their interactions with other City employees.

35.8. Complaints. Employees who believe that they have been adversely affected by romantic or sexual relationships between City employees should follow the complaint procedures provided under Article IX, the City's Policy Against Harassment, Discrimination, and Retaliation. The complaint procedures are available to all employees regardless of their past or present participation in a romantic or sexual relationship with another City employee.

## **ARTICLE XXXVI.VIOLENCE FREE WORKPLACE POLICY**

36.1. Objective. The City is strongly committed to ensuring the safety of all City employees. Consistent with this policy, acts or threats of violence, including intimidation, harassment, and/or coercion which involve or affect City employees will not be tolerated, and will be subject to appropriate disciplinary action, up to and including termination. The following are the objectives of the City:

- A. To assure all workplace threats and violent behavior are addressed promptly.
- B. To assure the level of physical and facility security in City workplaces is sufficient to protect the health and safety of City employees.
- C. To assure all employees are appropriately trained in workplace security, diffusing hostile situations and steps to take during an emergency incident.

- D. To ensure that all disciplinary action taken for behavior prohibited under this Rule is reviewed, evaluated, and administered consistently and equitably throughout the City, and done so in a timely matter.

36.2. Acts or Threats of Violence Defined. A credible threat of violence is a knowing and willful statement or course of conduct that would place a reasonable person in fear for his/her safety, or the safety of his/her immediate family, and that serves no legitimate purpose. General examples of prohibited workplace violence include, but are not limited to the following:

- A. Threatening to harm or harming an individual or his/her family, friends, associates, or their property.
- B. Fighting or challenging another individual to a fight.
- C. Intimidation through direct or veiled verbal threats, or through physical threats, such as obscene gestures, grabbing, and pushing.
- D. Making harassing or threatening telephone calls; sending harassing or threatening letters, emails, or other correspondence.
- E. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the City.
- F. Harassing surveillance or stalking, which is engaging in a pattern of conduct with the intent to follow, alarm, or harass another individual, which presents a credible threat to the individual and causes the individual to fear for his/her safety, or the safety of his/her immediate family, as defined in *Civil Code* section 1708.7.
- G. Making a suggestion or otherwise intimating that an act to injure persons or property is appropriate behavior.
- H. Use of a personal or City-issued tool in a threatening manner toward another.
- I. Unauthorized possession of firearms (loaded or unloaded), weapons, or any other dangerous devices on City property. This includes "look-alike" weapons, such as toy guns. Weapons and dangerous devices may include, but are not limited to the following: blackjacks, slingshots, metal knuckles, explosive substances, dirks, daggers, gas- or spring-operated guns, knives, razor blades, and clubs.

36.3. Employee Training. All employees shall receive training and instruction via video, written materials, and/or other means on workplace security practices. Training and instruction shall be provided within twelve (12) months following the adoption of this policy and periodically thereafter. Training shall also be provided to all new employees and to all employees given new job assignments for which specific workplace security

training has not previously been provided. Additional training and instruction can be provided to all personnel whenever the employer is made aware of new or previously unrecognized hazards.

36.4. Reporting Workplace Violence. Any employee who is the victim of a threat or act of violence, or any employee who witnesses such conduct, should immediately report the incident to his/her Supervisor or other appropriate person in the chain of command. Should the employee perceive that he/she is in immediate danger of a violent act, or has just been victimized by a violent act, or is a witness of a violent act, he/she shall whenever possible:

- A. Place themselves in a safe location.
- B. If appropriate, call the Police Department and request immediate response of a police officer and be prepared to inform the police dispatcher of the circumstances and the exact location of where an officer is needed.
- C. Inform a Supervisor, Department Head, or the Human Resources Department of the circumstances.
- D. Complete a written report as soon as possible and submit the original copy to the Personnel Officer.
- E. Cooperate fully in any administrative or criminal investigation, which shall be conducted within existing policy and laws.

36.5. Reporting Future Workplace Violence. Employees who have reason to believe they or any City employee may be the subject of a violent act in the workplace or as a result of their City employment, should immediately notify their Supervisor, Department Head, or the Personnel Officer.

36.6. Violation of Article. The City's prohibition against threats and acts of violence applies to all persons in the City operation, including but not limited to City personnel, contract and temporary workers, customers, and anyone else on City property. Violations of this Article by any individual may be followed by legal action as appropriate, which may include, seeking a temporary restraining order and/or injunction on behalf of City employees if the situation warrants such action.

In additional to appropriate legal action, violations of this Article by employees, including making a false report under this Article, may lead to appropriate disciplinary action, up to and including termination.

## **ARTICLE XXXVII. ELECTRONIC COMMUNICATIONS AND PRIVACY RIGHTS POLICY**

37.1. General Policy. Fax, telephones, and the Internet are business tools that are of significant value to the City to facilitate and expedite communication. This policy addresses the appropriate use and disclosure of electronic mail ("email") messages

sent or received by City employees, and authorized use of the City's email systems. The communications portion of this policy (section 39.3) addresses the appropriate use and disclosure regarding fax, telephones, cellular telephones, and the Internet.

37.2. Electronic Mail.

- A. Scope and Application. This policy applies to all City employees and volunteers who use the City's email system ("user(s)").
- B. Access and Disclosure of Email Messages. Email communication is not private or confidential. Email users shall operate on the assumption that email may be subject to discovery or disclosure in a court proceeding. Email users shall exercise the same level of care in deciding whether to use email, and in composing it, that they would exercise in the case of a communication set down on paper. Messages that appear to be lighthearted or innocuous when given orally may appear in a completely different light when put in writing, and email is equivalent to a written communication.
- C. This statement of policy shall not be construed as a statement or admission by the City that any particular email is in fact subject to disclosure under the Public Records Act, and such determination will be made on a case by case basis.

37.3. Authorized Use of Email Systems. The primary use of email is for official City business purposes, as necessary and desirable to meet City organizational needs and goals.

- A. Personal Use. Incidental and occasional personal use of the email and email system is permitted. Such messages are subject to the access and disclosure statements set forth in the above policy. Any personal communications shall be brief and occur occasionally. At the City's option, the City may allow the personal use of email in an effort to make the employee more efficient and focused at work (*i.e.*, to monitor a sick family member). If the personal use (non-City business) of email becomes the primary use or is disruptive to the efficiency of the employee at work, it becomes a prohibited act.
- B. Employee Classified Advertising. The City maintains a classified advertising system for employee use as long as it does not unduly interfere with an employee's work time or job activities, or the job activities of other employees.

37.4. Protection Against Misuse. Employees and non-employee users are responsible for all email originating from their user-id. Adequate security systems are available to employees to insure that email can be protected from misuse by others. Such systems include office suite security and screen saver security. Employees are responsible for using such systems effectively.

37.5. Prohibited Acts. The following actions are examples of prohibited act involving email that may be grounds for disciplinary action:

- A. Threatening Messages. Users shall not send email messages of a threatening, obscene, or profane nature, or that would otherwise be reasonably considered to be offensive or disruptive or to infringe on the personal privacy of others.
- B. Misrepresenting Email Sender. Users shall not sign or otherwise identify email as coming from an individual other than the actual sender, unless the sender is authorized to send email on behalf of the other individual and the message is of a type authorized by the individual (e.g., it would be permissible for a secretary to send a meeting notice via email in the supervisor's name, when authorized to do so by the supervisor).
- C. Harassing, Discriminatory, or Defamatory Use. As set forth more fully in the City's Policy Against Harassment, the City does not tolerate discrimination or harassment based on gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, veteran status, or any other status protected by state and/or federal laws. Under no circumstances may users send, receive, or store email that is discriminatory, harassing, or defamatory in any way (e.g., sexually explicit or racial messages, jokes, cartoons, etc.).
- D. Violating Copyright Laws. Users must not use the email system to copy, retrieve, forward, or send copyrighted materials unless the user has the author's permission or is accessing a single copy only for the user's reference.
- E. Sending Junk Mail. Users must not transmit unsolicited junk mail or "spam".
- F. Accessing Another's Email. Except as specifically authorized in section 37.6, accessing another user's email, without consent, for any purpose (including, but not limited to, reading, modifying, copying, transferring, or deleting the email) is prohibited.
- G. Other Prohibited Uses. Users may not use the email system for any illegal purpose; in a manner that violates any City policy or contrary to the best interests of the City; in any way that discloses confidential or proprietary information of the City or third parties; or for personal or pecuniary gain.

37.6. City's Right of Access and Employee Privacy. Email is solely the property of the City, regardless of the nature of the email, physical location, or how maintained. The City, as owner of email, has at all times, the right to access all email, including email protected by security measures. The Personnel Officer may access email within any



department or office, and Department Heads may access email within their respective departments. When necessary, assistance in obtaining authorized access shall be provided by the IT Manager. The accessing of a department's email shall be coordinated with the Department Head, unless the Personnel Officer determines that the access should remain confidential.

Email users shall cooperate in the access of email when requested by their Department Heads or Personnel Officer.

### 37.7. Electronic Communications Resources.

- A. Scope and Application. This policy applies to all employees, volunteers, and other individuals who have been granted access to and use of the City's electronic communications resources.
  
- B. Definitions.
  - (1) Electronic Communications Resources. All equipment and software that retain, transmit, copy, modify, analyze, and/or process information in any form. Electronic communications resources include, but are not limited to, the City's telephone system, voice mail system, mainframe computers, desktop and laptop computers, mobile data computers, computer networks, printers, scanners, plotters, modems, PDA's, facsimile (fax) machines, CAD machines, databases, data storage media, cellular telephones, pagers, Internet access, Internet browsers, computer applications, and utilities and operating systems.
  - (2) Internet. A system comprised of, but not limited to, several services which may include the world wide web (www), or Netscape, which is generally reached by City employers via the City network.
  - (3) Appropriate Use of Electronic Communications Resources. The City's electronic communications resources are City property and intended for City business. These resources are not to be used for employee personal gain or to support or advocate for non-City related business or purposes except as otherwise authorized by this policy. All use of City electronic communications resources is subject to management access pursuant to this policy.
  - (4) Personal Use of Electronic Communications Resources. Subject to review by the Department Head, incidental and occasional personal use of electronic communications resources is permitted if it does not interfere with the use of equipment for City purposes and is not excessive or does not unduly interfere with an employee's work time or job activities, or the job activities or other employees, but such use and any messages or data created or accessed will be treated no differently than other messages or data. If the City's

electronic communications resources are used for personal use, the employee assumes personal responsibility to reimburse the City for any additional cost incurred for such use (e.g., cellular telephone charges or copy costs). The City reserves the right to reduce or eliminate any personal use by an employee on a case by case basis.

C. Unacceptable Use of Electronic Communications Resources. The primary use of E-mail is for official City business purposes, as necessary and desirable to meet City organizational needs and goals. At such time as the personal use (non-City business) of E-Mail becomes the primary use or is disruptive to the efficiency of the employee at work, it becomes a prohibited act. Unacceptable uses of the City's electronic communications resources include, but are not limited to, the following:

- (1) To transmit threatening, abusive, obscene, offensive, lewd, profane, discriminatory, defamatory, or harassing material or communications;
- (2) To transmit, receive, access, upload, download, or distribute any of the following:
  - (a) Obscene material;
  - (b) Pornographic material;
  - (c) Abusive material;
  - (d) Sexually explicit materials;
  - (e) Materials which suggest a lewd or lascivious act.
  - (f) Disruption of network services, such as distributing a computer virus.
  - (g) Sending of messages likely to result in the loss of the recipient's work or systems, and any other types of use that could cause congestion of the network or otherwise interfere with the work of others.
  - (h) Use of someone else's identity and/or password for access to information without proper authorization.
  - (i) Misrepresenting one's identify or affiliation in any communication.
  - (j) Attempt to evade, disable, or otherwise bypass password or other security provisions of systems on the network.

- (k) Reproduction or distribution of copyrighted materials without appropriate authorization.
- (l) For commercial ventures.
- (m) To engage in any form of gambling via communications resources.
- (n) To advocate or access information advocating any type of unlawful violence, vandalism, or illegal activity.
- (o) To secure access to any form of City electronic communications resources without the authorization of the Department Head or his/her designee.
- (p) Under no circumstances shall any employee use any City electronic communications resources for messages that are, or reasonably could be considered offensive, harassing, discriminatory, or defamatory to another on the basis of gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, veteran status, or any other status protected by state and/or federal laws.

37.8. Privacy. The City reserves the right, as is reasonably necessary, to search, review, audit, intercept, or access an employee's use of electronic communications resources. All work products created through the use of electronic communications resources are the property of the City. Any materials developed, composed, sent, or received using City equipment or resources will remain the property of the City.

37.9. Security Measures. Supervisors may review the usage of the City's Network and the City's access to the Internet and online services by employees they supervise to determine whether there have been any breaches, security violations of City policy, or other violation of duty on the part of employees.

- A. The City, at its discretion, may also use computer programs that monitor the usage of the City's Network and the City's access to the Internet and other online services, for the purposes of assuring system security and compliance with City policies.

37.10. Internet Use.

- A. Usage. The City provides certain employees with access to and use of the Internet if necessary for business purposes. All of the provisions of this policy apply to Internet use. Internet resources are provided to employees in an effort to allow them to be more efficient, productive, and

to have access to information that is necessary for them to carry out their responsibilities as an employee of the City. Employees are expected and required to use the Internet in a matter consistent with their position and work responsibilities with the City.

The personal use of the Internet shall be very occasional and in no case shall it interfere with the workplace and affect the employee's job performance. Personal Internet use shall have prior approval of the Department Head and be conducted in an open place within the department to facilitate the review and oversight by the department.

- (1) Access. Approval of the employee's Department Head is required to get access to the Internet and/or online services. Department heads must specifically authorize such access in writing to the network administrator.
- (2) Monitoring Use and Privacy. It is possible to track the Internet sites visited by a particular work station. The City reserves the right to access, monitor, and disclose all Internet, online services, and/or City Network usage, for any purpose not specifically prohibited by statute or regulation. The City retains the right to keep, retrieve, and monitor all access to Internet and online service activity. Restrictions may be placed on use of the Internet or online services to protect the City and its resources.

37.11. Copy Center. Employees must use and not share their security codes during the operation of the copy center equipment. Occasional, light use of a City copier for personal use is allowed as long as it does not reduce the employee's job performance. If more than five (5) copies will be made at one time, the employee will be required to reimburse the City for the cost of the copies at the current public rate. Excessive use of the City's Copy Center equipment for personal use is prohibited.

37.12. Postage. In compliance with postal service regulations, City postage may not be used for personal mail under any circumstances. Employees may not share security codes for using any postage equipment.

37.13. Computer Use. Computers are provided to employees to be used as tools to help perform their job responsibilities. This equipment belongs to the City and personal use is limited. Some of these computers will be used by the public and will be set up to use User IDs and passwords designed to limit their authority. At no time shall any employee's User ID and password be shared with any member of the public. To assure that data is secure, it may also be necessary to use other control measures such as keyboard and screen saver passwords. These measures shall only be used with written approval by the user's Department Head. Since these measures disable the equipment, the passwords shall be given to the user's direct supervisor and kept in a secure location.

The City may provide, on a case by case basis, computers for off-site use to assist in the completion of City business. It is understood that efficiency may require that this equipment be utilized of City and personal business in lieu of maintaining several computers.

37.14. Telephone and Fax Machine Use. In addition to the above provisions, the following apply with respect to telephones and fax machines.

- A. Business Use. The City's telephone system and equipment are designed for City business use.
- B. Personal Calls. The City does understand that employees occasionally need to use the City phone system to make or receive personal calls. The employee should attempt to make personal calls during non-work hours (breaks or lunch) or at a time that does not interrupt the flow of work within the department. Personal phone calls shall not reduce the employee's job performance. Excessive use of the City phone system for personal calls is prohibited and may lead to disciplinary action. Employees should be aware that the City's telephone system prints a list of all calls made by each extension, both local and long distance, including the time duration of each call. This listing is available to supervisors.
- C. Personal Use of Fax Machines. Employees shall reimburse the City for the current cost of personal faxes.

37.15. Penalties. Any employee who violates this policy may be disciplined, up to and including termination, in accordance with these Rules. In addition, violations of this policy may be referred for criminal prosecution, if appropriate.

## **ARTICLE XXXVIII. INSPECTIONS AND SEARCHES ON WORKPLACE PREMISES**

38.1. Purpose. The City intends to ensure its access at all times to City premises and City property, including but not limited to equipment, offices, information, records, documents, and files. In addition, the City also intends to protect against the unauthorized use of City property and to protect against work-related employee misconduct. Accordingly, in order to ensure that the work of the City is conducted in a proper and efficient manner, the City has established this Article concerning inspections and searches on City premises.

38.2. All Non-Police/Non-Fire City Employees.

- A. Applicability. The provisions of this section apply to all City employees, civil service and non-civil service, except those employees who are subject to the Public Safety Officers Procedural Bill of Rights Act or the Firefighters Procedural Bill of Rights Act.
- B. No Right of Privacy. The City respects the individual privacy of its employees. However, employee privacy does not extend to the City's

property, offices, and workplace premises as defined herein. Employees should be aware that the terms of this Article limit their privacy in the workplace. The City's property and workplace premises are intended for City business. Employees should have no expectation of privacy with respect to any use, including storage, business or personal, of the City's property and workplace premises.

C. Definitions.

For purpose of this Article:

- (1) "City Property" includes items that are related to work, including but not limited to documents, records, data, and files, relating to the City's business and operation; and all equipment, hardware, and other property of any kind, whether owned, leased, rented, or used by the City. This definition expressly includes any and all interaction on a City computer.
- (2) "City Workplace Premises" includes those areas that are related to work and are within the City's control including all premises and locations owned or leased by the City, including but not limited to city buildings, file cabinets, lockers, storage areas, cafeteria, offices, desks, automobiles, and parking lots.
- (3) "Personal Possessions" includes handbags, briefcases, wallets, or luggage.
- (4) "Reasonable Suspicion" includes but is not limited to a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to the City by an employee or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances which provide reasonable grounds for suspecting that an inspection or search will turn up evidence of workplace misconduct.

D. Inspections and Searches.

- (1) Access to City Property
  - (a) In order to assure access at all times to City property, and because employees in possession of City property may not always be available to produce the property or information when needed in the ordinary course of the City's business, the City reserves the right to conduct a non-investigatory inspection or search at any time without the employee's permission for City property on or in City workplace premises.

- (b) A non-investigatory search or inspection for City property may be conducted by a supervisory employee with a legitimate business need.
  - (c) A non-investigatory search or inspection for City property may include, but is not limited to, search or inspection of an employee's office, desk, file cabinet, closet, computer, or similar places where employees may store City property or City-related information, whether or not the places are locked or protected by an access code or pad lock.
  - (d) Because even a non-investigatory search for City property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to the City and from storing personal papers and effects in desks or file cabinets.
  - (e) Employees in possession of City property that is protected by access codes or pad locks must provide the Personnel Officer with the current access code or pad lock combination. Further, the City at all times will retain a copy of any key which opens or closes any workplace premises. It is the employee's responsibility to inform the City of any changes to access codes, pad lock combinations or keys. Failure to notify the City of any such changes may result in disciplinary action, up to and including discharge.
- (2) Investigatory Search for Evidence of Suspected Work-Related Employee Misconduct
- (a) Inspections or investigatory searches for evidence of work-related misconduct in violation of City Personnel Rules, ordinances, resolutions, Department policies or any other City policies will be conducted whenever the City has reasonable suspicion to believe that the search may produce evidence that an employee is guilty of work-related misconduct.
  - (b) Inspections or investigatory searches for evidence of work-related misconduct may include searches for City property or of City workplace premises where employees may place personal possessions or information, whether or not the places are locked or protected by an access code or combination.

- (c) Employees, if asked, must cooperate with the City or its designated representative in connection with any inspections or investigatory searches. An employee who refuses to cooperate during an investigatory search will not be forcibly detained. He/she will be informed, however, that failure to cooperate may be deemed to be insubordination and the City will base any disciplinary decision on the information that is available, including the information that gave rise to a reasonable suspicion that the employee is involved in work-related employee misconduct, and that his/her failure or refusal to cooperate could deprive the City of information that may clear him/her of suspicion.
  - (d) Employee's person shall not be physically searched, nor shall the City search the personal possessions of employees without freely given consent in the presence of the Personnel Officer.
  - (e) In instances in which the inspection or search is conducted because there is reasonable suspicion that a particular employee or group of employees is suspected of work-related misconduct, the inspection or search will be approved by the Personnel Officer. Inspections or investigatory searches for evidence of work-related misconduct may be conducted by the Personnel Officer or his/ her designee, or by a third party retained by the City, to act under the direction of the City, to conduct an investigation under this Article.
- (3) Disciplinary Action. Employees who are found to be in possession of prohibited materials in violation of City Personnel Rules, ordinances, resolutions, Department policies or any other City policies, or who are found to have violated City Personnel Rules, ordinances, resolutions, Department policies or any other City policies will be subject to discipline, up to and including discharge. Discipline may result regardless of whether such a violation was discovered during a non-investigatory search or inspection for City property or as a result of an inspection or investigatory search for evidence of work-related misconduct.

38.3. Police and Fire Employees.

- A. Applicability. This Section applies to all City employees who are subject to the Public Safety Officers Procedural Bill of Rights Act or the Firefighters Procedural Bill of Rights Act. All other employees are governed by Section 38.2 of this policy



B. No Right of Privacy. The City respects the individual privacy of its employees. However, employee privacy does not extend to the City's property and workplace premises as defined herein. Employees should be aware that the terms of this Article limit their privacy in the workplace. The City's property and workplace premises are intended for City business. Employees should have no expectation of privacy with respect to any use, business or personal, of the City's property and workplace premises.

C. Definitions.

For purposes of this Article:

- (1) "Locker" only refers to the personal lockers which have been assigned to an employee by a Department Head. Each employee will only be assigned one locker and the Department Head will retain the official list identifying each locker and the employee to whom it has been assigned.
- (2) "Storage Space" only refers to spaces for storage which have been assigned to an employee by the City for storage of his or her personal property. "Storage Space" does not include any City property of any kind whether owned, leased, rented or used by the City which was not personally assigned to an employee for the storage of his or her personal property, which specifically includes but is not limited to City filing cabinets, document, record, computers, or data storage spaces.
- (3) "City property" includes items that are related to work, including but not limited to documents, records, data, and files, relating to the City's business and operation; and all equipment, hardware, computers, and other property of any kind, whether owned, leased, rented or used by the City.
- (4) "City workplace premises" includes those areas that are related to work and are within the City's control including all premises and locations owned or leased by the City, including but not limited to city buildings, file cabinets, cafeteria, offices, desks, automobiles and parking lots. "City workplace premises" does not include "lockers" or "storage space" as defined herein.

D. Inspections and Searches.

- (1) Access to City Property
  - (a) In order to assure access at all times to City property, and because employees in possession of City property may not always be available to produce the property or information

when needed in the ordinary course of the City's business, the City reserves the right to conduct a non-investigatory inspection or search at any time without the employee's permission for City property on or in City workplace premises.

- (b) A non-investigatory search or inspection for City property may be conducted by a supervisory employee with a legitimate business need.
- (c) Searches or inspections of employee lockers or other storage space assigned to him or her will only be conducted by the City providing the employee is present, gives consent, where a valid search warrant has been obtained, or where he or she has been notified that a search will be conducted.
- (d) Because even a non-investigatory search of City property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to the City and from storing personal papers and effects on City workplace premises.
- (e) Employees in possession of City property that is protected by access codes or padlocks must provide the Department Head with the current access code or padlock combination. Further, the City at all times will retain a copy of any key which opens or closes any workplace premises. It is the employee's responsibility to inform the City of any changes to access codes, padlock combinations or keys. Failure to notify the City of any such changes may result in disciplinary action, up to and including termination.

(2) Investigatory Search for Evidence of Suspected Work-Related Employee Misconduct

- (a) Inspections or investigatory searches for evidence of work-related misconduct in violation of City Personnel Rules, ordinances, resolutions, Department policies or any other City policies will be conducted in accordance with requirements of the Public Safety Officers Procedural Bill of Rights Act and Firefighters Procedural Bill of Rights Act, as applicable.

E. Disciplinary Action. Employees who are found to be in possession of prohibited materials in violation of City Personnel Rules, ordinances, resolutions, Department policies or any other City policies, or who are

found to have violated City Personnel Rules, ordinances, resolutions, Department policies or any other City policies will be subject to discipline, up to and including discharge. Discipline may result regardless of whether such a violation was discovered during a non-investigatory search or inspection for City property or as a result of an inspection or investigatory search for evidence of work-related misconduct.

**CITY OF HEMET  
EMPLOYEE'S ACKNOWLEDGEMENT OF RECEIPT**

I acknowledge that I have received a copy of the City of Hemet's Personnel Rules. I recognize that these Personnel Rules supersede any related Personnel Rules, policy statements, manuals, and/or administrative policies previously issued by the City of Hemet.

I further acknowledge that I will read and abide by these Personnel Rules.

Additionally, I acknowledge that I understand that these Personnel Rules do not create a vested contractual right in the execution of the duties and responsibilities relating to these Personnel Rules.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EMPLOYEE'S SPECIFIC ACKNOWLEDGEMENTS**

\_\_\_\_\_  
Initial      In addition to the general acknowledgement I make above, I specifically acknowledge that I will read and abide by all terms of **Article XXXII**, which sets forth the City's Drug Free Workplace Policy.

\_\_\_\_\_  
Initial      In addition to the general acknowledgement I make above, I specifically acknowledge that I will read and abide by all terms of **Article IX**, which sets forth the City's Policy Prohibiting Harassment, Discrimination, and Retaliation.

\_\_\_\_\_  
Initial      In addition to the general acknowledgement I make above, I specifically acknowledge that I will read and abide by all terms of **Article XXXVII**, which sets forth the City's Electronic Communications Policy. I further acknowledge that I am aware that this Rule limits my right of privacy in the workplace.

\_\_\_\_\_  
Initial      In addition to the general acknowledgement I make above, I specifically acknowledge that I will read and abide by all terms of **Article XXXVIII**, which sets forth the City's Policy regarding Inspections and Searches on Workplace Premises. I further acknowledge that I am aware that this Rule limits my right of privacy in the workplace.