



Personnel Rules & Regulations

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I. GENERAL PROVISIONS

A. Purpose and Applicability

In order to establish a uniform procedure for dealing with personnel matters, the personnel system set forth in these Personnel Rules and Regulations (hereinafter "Rules") is hereby adopted. The provisions of these Rules shall apply to all offices, positions and employees in the competitive service of the City of Healdsburg ("City"), except as otherwise indicated within a specific provision of these Rules. These Rules are not applicable to elective and appointed officers, members of boards or commissions, or to part-time or temporary officers or employees, except as otherwise indicated within a specific provision of these Rules.

B. Prior Policies Repealed

If the terms and provisions of these Rules are inconsistent or in conflict with the terms and provisions of any prior City Personnel Rules, resolutions, regulations, and/or policies governing the same subject, the terms of these Rules will prevail and such inconsistent or conflicting provisions or prior rules, resolutions, regulations, and/or policies are hereby repealed.

C. Amendment and Revision of Rules

These Rules may be amended from time to time. However, in order to be effective, the amendment must be in writing and approved by the City Council. Whenever such amendments affect the wages, hours, or other terms and conditions of employment for represented employees, they shall be subject to the meet and confer process as required by law.

D. Relationship with Labor Agreements

Where an applicable Memorandum of Understanding between the City and a recognized employee organization contains provisions that are inconsistent with any of these Rules, the language contained in the Memorandum of Understanding shall govern.

E. Distribution of Personnel Rules

Each employee shall be given a copy of these Rules, and each employee is responsible for reading and complying with these Rules.

F. Relationship with Administrative Policies

The City Manager may develop and administer supplemental written administrative policies and procedures as deemed necessary for the efficient, safe, and orderly administration of the City or department. A department head may develop and administer supplemental written departmental policies and procedures as deemed necessary for the efficient, safe

and orderly administration of their department. However, no such policies or procedures will conflict with or supersede these Personnel Rules, other Council resolutions and ordinances, or existing laws. In the event of a conflict between an administrative or departmental policy or procedure, the provision of these Personnel Rules will control. **Exception, see bullet D. Relationship with Labor Agreements.*

G. Not an Employment Contract

None of these Rules shall be deemed to create a vested contractual right for any employee.

H. Emergency Suspension of Rules

In the event of an emergency, any part or all of these Rules may be suspended by order of the City Manager and such suspension shall remain in effect until the City Manager's order is withdrawn.

I. Changes to the Law

When any local, state, or federal ordinance, regulation, or law that is incorporated in the Rules or upon which the Rules rely is amended through legislative action or is deemed to have been amended by judicial decision, the Rules shall be deemed amended in conformance with those amendments.

J. Severability

If any article, section, subsection, sentence, clause, or phrase of the 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 Rules.

K. Appointment and Delegation of Authority to Personnel Director

The City Manager shall appoint the Personnel Director. The City Manager may delegate to the Personnel Director any of the powers and duties conferred upon him/her under these or other City rules, regulations, resolutions, or ordinances. The Personnel Director, or their designee, shall be responsible for administration of these Rules.

L. Definition of Terms

Words and terms used in these Rules, in any ordinance or resolution dealing with these Rules, or any other personnel policies or procedures, are defined in the Rule to which they apply. To the extent words and terms used in these Rules are not defined in the Rule to which they apply, they are defined as follows:

1. **“Acting appointment”** means the assignment of an employee to perform the work of another position, provided the employee meets the minimum qualifications of the other position, in the City service on an interim basis, during which that person

continues to occupy the position from which they were appointed. Acting appointments are temporary, not to exceed 6 months. Employees serving in an acting capacity are not considered to be “temporary employees” or in “temporary appointments” within the meaning of these Rules

2. **“Actual hours worked”** means all hours in which the employee actually performed work and does not include any paid or unpaid leave time, including but not limited to vacation and sick leave.
3. **“Advancement”** means a salary increase within the limits of the pay range established for classifications provided by resolution.
4. **“Appointing Authority”** means the City Manager or their designee.
5. **“Appointment”** means the employment of a person in a position.
6. **“At-will”** means the employee serves at the pleasure of the City Manager, who retains the authority, unless otherwise required by applicable law, to terminate any such employee at any time with or without cause and with or without notice. Unless otherwise required by applicable law, an “at-will” employee has no right of appeal of discipline or termination.
7. **“Base Salary”** means the salary range and step established in the Compensation Plan, exclusive of any overtime, shift-differential, incentive or other excludable pay an employee may receive.
8. **“City Manager”** means the person appointed by the City Council to be the administrative head of the government of the City under the direction of the City Council. In accordance with the provisions of Sections 2.12.010 to 2.12.130 of the City’s Municipal Code, the City Manager is exclusively vested with the authority to appoint all employees, except those specifically excluded, to remove such employees for cause, and to generally control and supervise such employees.
9. **“Class/Classification”** means a group of positions sufficiently and substantially similar in duties, authority, responsibilities, and minimum qualifications for employment to permit combining them under a single title and the application of common standards of selection and compensation.
10. **“Classification plan”** means the designation by resolution of the City Council of a title for each classification together with the specifications for each classification as prepared and maintained by the Personnel Director.
11. **“Compensatory time off”** means paid time off from work as compensation for overtime hours worked in lieu of overtime pay.

12. **“Competitive service”** means the offices, positions and employments in the service of the City which are included or which may hereafter be included under the competitive service system by ordinance, except the following:
 - a. Elected officers;
 - b. Members of appointed boards, commissions and committees;
 - c. Persons engaged under contract to supply expert, professional, or technical services for a definite period of time;
 - d. Volunteer personnel;
 - e. City Manager;
 - f. Assistant City Manager
 - g. City Attorney
 - h. Department Heads; or
 - i. Employees serving in hourly, temporary, provisional, part-time, and seasonal appointments.
13. **“Continuous Service”** means employment without interruption, and includes approved leaves of absence where required by applicable law, including, but not limited to service in the armed forces of the United States, as provided by Section 395 of the Military and Veterans Code, as amended.
14. **“Day”** means calendar day unless otherwise noted.
15. **“Demotion”** means the voluntary or involuntary movement of an employee from a position in one classification to a position in another classification having a lower maximum salary rate.
16. **“Discharge”** means the involuntary separation of an employee from the City service.
17. **“Domestic Partner”** means a member of a registered domestic partnership under California law.
18. **“Eligibility list”** means a list of names of persons who have successfully completed the examination process for a position in the competitive service.

19. **“Employment Date”** means for retirement, sick leave and other benefit purposes, the effective date of an employee’s initial appointment to a regular full-time within the competitive service.
20. **“Exempt”** means all employees who meet one or more of the duties test exemptions from overtime pay provisions under applicable state or federal wage and hour laws (e.g. executive, administrative, and professional) and who are paid on a salary basis, as defined below.
21. **“Full-time position”** means a position in which an employee is normally expected to work at least forty (40) hours per week.
22. **“Hourly basis”** means compensation paid according to the number of hours that an employee actually works.
23. **“Job series”** means a group of job classifications with similar minimum qualifications, requirements and duties.
24. **“Lay-off”** means the separation of an employee from City service for reasons of economy, efficiency, or other non-disciplinary reason.
25. **“Management”** means the group of full-time, at-will appointments, exempt executive employees appointed by the City Manager and including the City Manager. “Management” also means any position re-classified, renamed, or created by the City and designated as “Executive Management” in accordance with applicable procedures.
26. **“Meet and Confer Process”** means the process by which the City, and any designated representatives, exchange information, opinions, and proposals freely and in good faith with representatives of recognized employee organizations in an effort to reach agreement on matters within the scope of representation.
27. **“Merit salary increase”** means the performance-based advancement of an employee’s salary to a higher salary level within the established salary range for the employee’s classification.
28. **“Non-exempt”** refers to employees who are entitled to pay for overtime hours worked, based upon the primary duties performed, regardless of whether they are paid on a salary or hourly basis. Non-exempt does not include employees performing exempt duties on a primary basis under a temporary or acting appointment to an exempt-designated position, for the period of the appointment.
29. **“Out of Class”** refers to Government Code Section 20480, subdivision (f), as an out of class appointment of an employee to an upgraded position or higher classification in a vacant position for a limited duration, which could be as short as one day but may

not exceed 960 hours in a fiscal year. May also be referred to as “temporary upgrade” assignment as designated by an applicable MOU.

30. **“Overtime”** means all actual hours worked by a non-exempt employee in excess of forty (40) hours in the employee’s designated workweek, except as otherwise designated by an applicable MOU, or as otherwise designated for employees on a flexible work schedule or work period, or as designated under applicable state or federal wage and hour laws.
31. **“Part-time, temporary, or seasonal employee”** means an employee who is appointed to work for a limited period of time, such employees are subject to the “Part-time, Temporary, or Seasonal Employee Rules and Procedures.” Part-time, temporary, or seasonal employees may not work more than 960 hours per fiscal year or for longer than six months of continuous full-time employment without express prior approval of the Personnel Director.
32. **“Position”** means a combination of duties and responsibilities assigned to a single employee and performed on either a full-time or part-time basis.
33. **“Probationary Appointment”/“Probationary Period”** means appointment to a designated working test period of employment in a regular position, during which a new or promoted employee is required to demonstrate satisfactory or better performance of the position’s duties. During the probationary period the employee may be rejected with or without cause and without right of appeal.
34. **“Promotional appointment”** means the advancement of an employee from a position in one classification to a position in another classification having a higher maximum salary range.
35. **“Provisional appointment”** means a temporary appointment of a person possessing the minimum qualifications last established for a particular class other than eligibility by examination and who has been appointed to a vacant position in that class because no valid eligibility list exists.
36. **“Reclassification”** means the reassignment of a position to another classification by the Personnel Director in accordance with these Rules due to the material change of the job duties of a position.
37. **“Recognized employee organization”** means an employee organization that has been formally acknowledged by the City as the employee organization that represents the employees in an appropriate representation unit.
38. **“Regular appointment”** means the employment of a person in an authorized full-time regular position following successful completion of a probationary period in an authorized full-time position.

39. **“Reinstatement”** means the reappointment of an employee to a vacant position in the same or a comparable classification within twelve (12) months of their separation in “good standing” within the meaning of these Rules.
40. **“Rejected/Rejection”** means the discharge from City employment of an employee who has not successfully completed the probationary period following hire, promotion, demotion, or rehire.
41. **“Resignation”** means the voluntary separation of an employee from City employment.
42. **“Safety-sensitive”** means a position or duty of a position that the City has designated as “safety-sensitive” for purposes of implementing its Drug and Alcohol policy.
43. **“Salary basis”** means compensation in a predetermined amount that is not reduced, regardless of the quality or quantity of work actually performed, except as required by the City’s principles of public accountability for partial-day absences, or as otherwise set forth by applicable state or federal wage and hour laws.
44. **“Salary evaluation date”** means the date on which a probationary or regular employee’s performance is evaluated and the date upon which the employee is eligible, on the basis of job performance for a prescribed period, for a merit salary increase within the established salary range.
45. **“Seniority”** means the employee’s number of continuous years in competitive service from the employee’s service anniversary date. Seniority in classification means the number of continuous years of service in the present or higher classification.
46. **“Separation”** means the voluntary or involuntary termination of employment from City service.
47. **“Service anniversary date”** means the original date of hire as a full-time employee for purposes of accruing benefits and determining years of service with the City.
48. **“Suspension”** means the temporary separation without pay of an employee from the competitive service for disciplinary purposes.
49. **“Temporary appointment”** means an appointment to a regular position for a period of no more than six (6) months, unless extended by the City Manager.
50. **“Termination”** means the involuntary separation from City service.

51. **“Transfer”** means the reassignment of an employee from one position to another position in the same classification or another classification having the same maximum salary range, involving the performance of basically similar duties, and requiring substantially the same minimum qualifications.
52. **“Workweek”** means, for purposes of overtime determination, a consecutive, seven-day period that begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday, except as otherwise designated by an applicable MOU, or as otherwise designated for employees on a flexible workweek, or as designated for safety employees working on a work period basis.
53. **“Vacancy”** means a duly created position which is not occupied and for which monies have been appropriated.
54. **“Y-Rated”** refers to a discretionary practice that the City may permit when an employee is moved to a class with a salary range for which the maximum salary is lower than the employee’s existing salary. The employee’s salary is then frozen and will not be adjusted until adjustments to the new salary range cause the employee’s salary to fall within the new salary range.

II. NON-DISCRIMINATION

A. Equal Employment Opportunity

1. The Equal Employment Opportunity policy in this Section A. applies to all applicants and employees, without exception.
2. It is the City’s policy to ensure equal employment opportunity for all persons seeking employment or promotion based upon ability and fitness to all persons regardless of race, religious creed, color, national origin, ancestry, sex, age, physical or mental disability, medical condition, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military and veteran status, and/or any other category protected by federal and/or state law, or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics. The City shall afford equal employment opportunity to all qualified applicants or employees with respect to compensation and all terms and conditions of employment, including hiring, testing, training, placement, promotion, transfer, discipline, and termination. This policy applies to the job application process and to all employment practices, including, but not limited to, hiring, testing, placement, training, benefits, promotion, disciplinary action, layoff, recall, transfer, and leaves of absence.
3. Applicants or employees who believe they have experienced denial of equal employment opportunity or discrimination are encouraged to report this experience

immediately, using the complaint procedure provided in the City's Equal Employment Opportunity policy prohibiting Harassment, Discrimination and Retaliation.

B. Disabled Applicants and Employees.

1. The City is committed to ensuring equal opportunities for applicants and City employees with disabilities. Every reasonable effort will be made to provide an accessible work environment for such employees and applicants. Discrimination on the basis of disability against an applicant or an employee who is a qualified individual with a disability, by a supervisor, management employee, or co-worker, will not be tolerated.
2. The City provides employment-related reasonable accommodation to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act ("FEHA") and the Americans with Disabilities Act ("ADA").
 - a. Request for Accommodation. An applicant or employee who seeks a reasonable accommodation in order to perform essential job functions should make such a request in writing to a Human Resources Representative. The request must identify (a) the job-related functions at issue; and (b) the desired accommodation(s). Reasonable accommodation can include, but is not limited to, job restructuring, reassignment to a vacant position for which the employee is qualified, and making facilities accessible.
 - b. Reasonable Documentation of Disability. Following receipt of the request, the Human Resources Representative may require additional information, such as reasonable documentation of the existence of a disability or additional explanation as to the effect of the disability on the employee's ability to perform their job functions (or the applicant's ability to perform the job functions of a desired position), but will not require disclosure of diagnosis or genetic history.
 - c. Interactive Process. The City will engage in the interactive process, as defined by the FEHA and ADA, to determine whether an applicant or employee is able to perform the essential functions of their position. During this process, the City will examine potential 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's designated representative(s), and, if necessary, the employee or applicant's health care provider.
 - d. Case-by-Case Determination. The City determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of reasonable accommodation(s) to provide. The City will not provide an accommodation that would impose an undue hardship upon the City or that is

not required by law. The City will inform the employee or applicant of any decisions made under this section in writing.

- e. Fitness for Duty Leave. 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 Section G of Rule VII and the City's Reasonable Accommodation, Interactive Process, and Medical Examination Policy.

C. Medical Examinations

1. Depending on the essential functions of a position, a medical examination may be required for:
 - a. Applicants who have received a conditional offer of employment;
 - b. Employees seeking a promotion, demotion, or transfer from one position requiring general physical abilities to another position requiring physical abilities of a different nature;
 - c. Employees returning to work from a medical leave of absence to certify whether they remain subject to any restrictions. The physician conducting the medical examination will be supplied with a current job description identifying the essential functions of the position; or
 - d. Employees for whom a supervisor reasonably suspects, based on personal observation or reliable reports, a lack of fitness for duty, in accordance with Section G of Rule VII and Medical Examination Policy.
2. In accordance with Section G of Rule VII. and Medical Examination Policy, the doctor examining the applicant or employee will be limited to finding the employee "fit for duty" or "fit for duty with restrictions" or "unfit for duty." In the case of finding an employee fit for duty with restrictions or unfit for duty, the City will engage in an interactive process. In no case will the doctor be requested to reveal the underlying diagnosis or cause of the fitness or unfitness for duty without the employee's written authorization.
3. The results of all medical examinations will be kept confidential and in a separate medical file from the general personnel file.
4. No person may hold any position in which they are not able to perform the essential functions of the position, with or without reasonable accommodation.

III. CLASSIFICATION PLAN AND SELECTION PROCESS

A. Classification Plan

1. **Implementation of the Classification Plan:** The Personnel Director, after consultation with the City Manager and Department Heads, shall recommend to the City Council a classification plan for all classifications in the competitive service that includes but is not limited to the following for each classification:
 - a. The classification title;
 - b. A description of typical duties and responsibilities;
 - c. The functions of the classification;
 - d. A statement of the desirable training, experience and other qualifications of applicants for the classification; and
 - e. Whether the classification or any of its duties are safety-sensitive.

The Personnel Director shall ensure that all positions within the same classification are substantially similar with respect to duties, authority, decision-making, character of work, and schedules of compensation.

2. **Periodic Updates:** From time to time the Personnel Director shall review the classification plan to ensure that it is accurate and make amendments to reclassify or add positions or classifications or to make other changes as necessary or appropriate.
3. **Adoption By City Council:** The classification plan shall become effective only upon adoption by resolution of the City Council. Upon adoption, the classification plan shall take immediate effect.
4. **Amendments or Periodic Updates:** Classification or position descriptions may be abolished or amended from time to time by the Personnel Director as deemed in the best interest of the City service. In addition, new classification or position descriptions may be added to the City's Position Classification Plan. If new positions are added to the City services, such positions shall be allocated to an appropriate class by the Personnel Director.
5. **Assignment of Classifications to Bargaining Units:** Assignment or reassignment of classifications to employee units of representation shall be at the sole discretion of the City Manager and in accordance with the Employer-Employee Relations Resolution.

B. New Positions and Vacancies

New positions and permanent vacancies of regular positions in the competitive service may be filled by reinstatement, transfer, demotion, or from an eligibility list, as deemed appropriate within the discretion of the Personnel Director.

C. Job Announcements

Positions to be filled in the competitive service shall be publicized on the City's official website, or by such other methods as deemed advisable. Refer to applicable MOUs for additional information pertaining to vacant positions and/or job announcements. A job announcement will specify:

1. Whether the recruitment is for promotional candidates only or is open-competitive;
2. The department, title and pay range of the classification for which the examination is announced;
3. The nature of the work to be performed;
4. The desired skills and experience;
5. The closing date for receiving applications;
6. The minimum requirements for the position; and
7. Any other pertinent information in the discretion of the City, including but not limited to any requirements regarding fingerprinting/LiveScan, medical examination, and drug testing.

D. Application Forms

Applications shall be submitted online and under certain circumstances, paper applications will be accepted. All applications must be signed by the person applying and must be submitted on or before the filing deadline stated in the job announcement. The City will make reasonable accommodations for the needs of applicants with disabilities during the selection process.

E. Criminal Conviction History

1. The City will not ask any applicant for employment to disclose, through any written form or verbally, at any time, information concerning an arrest or detention that did not result in conviction, or information concerning a referral to, and participation in, any pretrial or post-trial diversion program, or concerning a conviction that has been

judicially dismissed or ordered sealed pursuant to law, including, but not limited to, Penal Code sections 1203.4, 1203.4a, 1203.45, and 1210.1.

2. Unless otherwise required by law, the City will not ask an applicant for employment to disclose, orally or in writing, information concerning the conviction history of the applicant, or to undergo a medical examination of the applicant, until the City has issued a conditional offer of employment. The job announcement for the position in question will advise whether a lawful exception to this section, and Section F1 below, applies, such as for positions subject to the stringent requirements of Public Resources Code section 5164 or other applicable state or federal laws, including those governing hiring of peace officers.

F. Disqualification

1. **Rejection:** The Personnel Director may reject any application for a position in the competitive service, at any point in the recruitment or hiring process, for reasons including, but not limited to, the following:
 - a. The applicant did not properly complete the application.
 - b. The application indicates on its face that the applicant does not possess the minimum qualifications for the position;
 - c. The application shows on its face that the applicant is physically or psychologically restricted from performing the essential functions of the position applied for, and the City determines that no reasonable accommodation can be made for such medical restrictions in the position applied for;
 - d. The applicant fails to satisfy pre-employment drug screening as required for safety-sensitive positions in accordance with the City's Drug and Alcohol Testing of Safety Sensitive Positions.
 - e. The City is prohibited by law from hiring the applicant for the position desired based on the applicant's conviction history or the City makes a final determination of disqualification based on the applicant's conviction history in accordance with the procedures in Section A of Rule IV;
 - f. The applicant is not legally permitted to work within the United States; or
 - g. The applicant has made a false statement of any material fact or practiced or attempted to practice deception or fraud in the application process.

2. **Notice of Disqualification:** The Personnel Director shall send a notice of any rejection to the electronic email address provided by the applicant on the application. An applicant has no right to grieve or appeal any such actions by the City.

G. Subject and Method of Examinations

1. The Personnel Director, in consultation with the Department Head, will determine the manner, methods, applicant pool, how, and by whom examinations shall be given. The selection techniques used in the examination process will be impartial and relate to those subjects, which, in the opinion of the Personnel Director, 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. The Personnel Director will consult with the hiring manager regarding the methods of examination as necessary.
2. Examinations will consist of selection techniques that will test fairly the qualifications of candidates, such as, but not necessarily limited to, achievement and aptitude tests, other written tests, personal interview, performance tests, physical agility tests, evaluation of daily work performance, work samples, medical tests, psychological tests, successful completion of prescribed training, or any combination of these or other tests. The probationary period is considered as a portion of the examination process. Examinations will be designed to provide equal opportunity to all candidates by being based on an analysis of the essential requirements of the class, covering only factors related to such requirements.

H. Qualifying Grade and Rating Examinations

In all examinations, the minimum grade or standing for which eligibility may be earned shall be based upon all factors in the examination, including educational requirements, experience, and other qualifying elements as shown in the application of the candidate or other verified information. Failure in one part of the examination may be grounds for declaring the applicant as failing in the entire examination, or as disqualified for subsequent parts of an examination.

I. Eligibility List Certification, Use, and Duration

1. Eligibility lists shall be established and certified by the Personnel Director following all applicable examinations. The eligibility list shall consist of names and scores of applicants who successfully completed the examination, in score order. The names of candidates accepting other than regular, full-time appointments with the City shall remain on the eligibility list during the life of said list, unless removed for other reasons. Eligibility lists will be confidential; names and final scores will not be made public information. Eligibility lists will become effective upon the Personnel Director's or their designee's certification that the lists represent the relative evaluations of candidates who appear on them.

2. Eligibility lists for classes for which there is a continuous recruitment will remain in effect indefinitely. All other eligibility lists are valid and in effect for a period of one (1) year. An eligibility list may be extended upon the recommendation of the Department Head and by action of the Personnel Director for additional six-month periods, but in no event shall a list remain in effect for more than two (2) years. Notwithstanding the foregoing timelines, the Personnel Director has the power to abolish any eligibility list at any time.
3. If fewer than three (3) names of qualified applicants are available for a new appointment, the Personnel Director may declare the list invalid, abolish the list, and announce a new recruitment and examination period.

J. Removal of Names From Eligibility List

Names may be removed from an eligibility list for any of the following reasons:

1. If an eligible candidate requests in writing that their name be removed;
2. If an eligible candidate fails to accept an offer of employment within ten (10) calendar days following the making of such offer;
3. If an eligible candidate on a promotional list resigns from the service;
4. If an eligible candidate is physically or mentally unable to perform the essential functions of the job, with or without reasonable accommodation;
5. If a person on the eligibility list leaves no forwarding address; or
6. Any other lawful reasons.

IV. CATEGORIES OF APPOINTMENTS AND RELATED PROCEDURES

A. Conditional Offer of Appointment

1. After successful completion of the selection process, the Appointing Authority may make a conditional offer of appointment from the eligibility list, contingent upon the results of the examination(s) as set out in Rule III.

a. Background Screening and Conviction History:

- i. Applicants who receive a conditional offer of employment may be requested to be fingerprinted and/or undergo a background screening, as part of the examination process. Refusal of an applicant or employee to be fingerprinted, failure to report for fingerprinting or failure to provide such information as is necessary to conduct a background check will be

sufficient cause for disqualification for employment or termination from employment.

- ii. Fingerprints will be submitted using the “LiveScan” process and in accordance with applicable state, federal, and local laws regarding the LiveScan process. A background investigation may include, but is not limited to reference checks, employment history, criminal history, and public records. When the City conducts such an investigation, it will comply with all applicable requirements of applicable state and federal laws.
- iii. If the background screening discloses a previous criminal conviction, the Personnel Director will conduct an individualized assessment, taking into account a number of factors in determining whether to disqualify the applicant and rescind the conditional offer of employment. Such factors may include the nature of the position, nature of the conviction, length of time since conviction and completion of any resulting incarceration or probation.
- iv. The Personnel Director will then make a preliminary determination based on the results of the individualized assessment. If that preliminary determination is to disqualify an applicant based on conviction history, the Personnel Director will issue a written notice of intent to the applicant, identifying the conviction at issue, including a copy of the conviction history report (if any), and advising of the applicant’s right to respond within five (5) business days to challenge the accuracy of the conviction history report and provide evidence of any rehabilitation or mitigating circumstances, or both. An applicant who notifies the Personnel Director of efforts to obtain evidence disputing the conviction history information or report will receive an additional five business days to respond.
- v. After considering any information provided by the applicant, the Personnel Director will make a final decision regarding disqualification. If the final decision is to disqualify the applicant solely or in part based on conviction history, the Personnel Director will provide written notice to the applicant of the decision and of the applicant’s right to file a complaint with the California Department of Fair Employment and Housing.

b. Medical Examination of Applicants.

- i. Applicants who receive a conditional offer of employment may be requested to complete a job-related pre-employment medical examination based on the physical nature of the job duties. The City

may require that applicants undergo a psychological and/or medical examination as it deems necessary to determine whether they are mentally and physically capable of performing the essential functions of the position applied for.

(A) In addition, depending on the classification, an applicant to whom a conditional offer of appointment is made may be required to pass a test for controlled substances in conjunction with the medical exam. The offer of appointment is conditioned on a negative test result. Applicants will be informed of the City's drug testing policy in the job announcement. Applicants for safety-sensitive positions may be subject to further drug testing as set forth in any applicable City policies, or applicable federal, state, or local laws.

- ii. A licensed health care provider chosen by the City will perform any required pre-employment medical examinations with no cost to the prospective employee. Following the examination process, the health care provider will notify the City whether the employee is fit for duty, fit for duty but subject to particular restrictions, or not fit for duty, as set forth in Section G of Rule VII and the City's Reasonable Accommodation, Interactive Process and Medical Examination Policy. The City will evaluate the availability of reasonable accommodation(s) for prospective employees who are designated "unfit" or whose fitness for duty is subject to restrictions, as required by law. An applicant will be considered to have completed a medical examination successfully if his/her medical examination results in a report that the applicant is fit or is unfit or fit subject to medical restrictions and the City is able to identify and implement an effective, reasonable accommodation in the position applied for.
- iii. If an applicant is disqualified from appointment to a position for failing to meet the medical and psychological standards for the job class, the City will engage the applicant in an interactive process to determine whether reasonable accommodations are available, and to implement such accommodations to the extent they are available.

B. Firm Offer of Appointment. An applicant who has completed any background check and medical examination requirements successfully will be provided with a firm offer of appointment by the Appointing Authority, provided that the City has not identified any other grounds for disqualification under Section F of Rule III. If the applicant does not accept the offer of appointment within the time period designated

by the Appointing Authority, the offer of appointment shall be deemed declined by the applicant.

C. Probationary Appointments for New Employees

1. All probationary appointments shall be tentative and subject to successful completion of a probationary period as detailed in the pertinent Memorandum of Understanding between the employee's representative unit and the City. The probationary period is an integral part of the examination process and provides an opportunity to observe the employee's work, to provide special training, to assist the employee in adjusting to the new position, but also to reject any employee whose work performance, adaptation or personal conduct fails to meet required standards. A new probationary employee shall have no rights of tenure and may be terminated with or without cause, without notice, and without any right of appeal, except as otherwise required by law.
 - a. Periods of time off work during unpaid absences will automatically extend the probationary period by the number of days of the absence.
2. At least four (4) weeks prior to the projected completion of a six (6) month probationary period and at least three (3) months prior to the projected completion of a twelve (12) month or longer probationary period, the Appointing Authority shall complete and provide a probational evaluation report to the probationer prior to the impending completion date. If the service of the probationary employee has been satisfactory, the Department Head, with approval of the Appointing Authority, shall file with the Personnel Director a written recommendation that the employee receive a regular appointment.
3. The Appointing Authority will follow guidelines for probationary evaluations as outlined in Section F of Rule VII.

D. Regular Appointments

Following successful completion of a probationary period in an authorized full-time position, an employee shall be classified as a regular employee.

E. At Will Appointments

At will positions are not subject to the job protections described in these Rules, including process and rules for recruitment, discipline, termination, probationary periods, testing and appointment from eligibility lists, unless otherwise required by law. The employment of at-will personnel may be terminated at any time, for any legal reason, and without any requirement of demonstrating "good cause." At will employees have no right to appeal any discipline or termination.

F. Executive Management Appointments

Appointments to “Executive Management” positions reporting directly to the City Council or City Manager are at will and not subject to the Rules regarding recruitment, selection, testing and eligibility lists, unless otherwise required by law.

G. Temporary Appointments.

The City may make temporary appointments to fill a full-time position for a limited period of time for a specific, limited purpose. Employees serving such appointments shall not attain permanent status and shall be deemed “at will.” Temporary appointments must comply with all CalPERS requirements and are subject to the following additional requirements:

1. Any person appointed to temporary status must meet the minimum qualifications for the position to which they are being appointed.
2. A temporary appointment shall not exceed a period of six (6) months unless an extension is authorized in writing by the City Manager. The extension shall not exceed an additional six (6) months. The temporary appointment shall not exceed 1,000 hours in a fiscal year unless the employee is enrolled in CalPERS.
3. Temporary appointees shall be compensated at the hourly equivalent of the salary range assigned to a regular employee in the same classification. Temporary employees who are regular City employees at the time of temporary appointment are not eligible for salary increases in the temporary classification.
4. A temporary appointee seeking regular appointment to the position must comply with, and be selected following successful completion of, the applicable competitive or hiring process for the type of position sought.

H. Out-Of-Class Assignment

Whenever the needs of the City warrant, due to vacancy, the City may appoint, in an Out-Of-Class capacity, a regular employee from a lower classification to perform the duties of the vacant higher position. To be eligible for an Out-Of-Class assignment, the employee must possess sufficient knowledge, skills and abilities to perform some of the duties of the higher classification. May also be referred to as “temporary upgrade” assignment as designated by an applicable MOU.

1. For purposes of this section, a “vacant position” refers to a position that is vacant during an active recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee’s leave of absence or as part of a temporary project.

2. The Department Head shall indicate in writing to the Personnel Director the need for an Out-of-Class assignment and any recommended employee(s) to serve in the assignment. If multiple employees are eligible for Out-Of-Class appointment, the Department Head must notify eligible employees for selection, consistent with selection process outlined in applicable MOUs.
3. To be eligible for an Out-Of-Class assignment, the employee must possess the minimum qualifications of the higher classification and perform work in accordance with Government Code 20480.
4. The employee assigned to perform the duties of a higher classification, shall not serve for more than ninety (90) working days in a higher classification that is vacant without the position becoming subject to the announcement and selection process set forth in Rule III. However, the City may extend the time for the Out-Of-Class assignment, if circumstances warrant.
5. During the period where the employee is in an Out-Of-Class assignment, they shall remain in their regular classification for purposes of annual evaluations, merit increases, COLAs, etc., as applicable.

I. Acting Appointments

The City may appoint, on an acting basis, a regular full-time employee from a position in a lower classification to perform the duties of a vacant position in a higher classification. Acting Appointments may be used due to vacancy, extended leave of absence, or other extenuating circumstances. The affected Department Head may request in writing that the Personnel Director make an Acting Appointment and identify any recommended employee(s) to serve in the appointment. To be eligible for an acting appointment, the employee must possess the minimum qualifications of the higher classification. All Acting Appointments are subject to the following requirements:

1. The Department Head shall indicate in writing to the Personnel Director the need for an Acting Assignment and any recommended employee(s) to serve in the assignment. If multiple employees are eligible for an Acting Appointment, the Department Head must notify eligible employees for selection, consistent with selection process outlined in applicable MOUs. The employee assigned to perform the duties of a higher classification shall not serve for more than six (6) months in an acting assignment that is vacant without the position becoming subject to the applicable recruitment and selection procedures set forth in Rule III.
2. If the employee is subsequently promoted from acting capacity into the same position in a regular capacity, the period of time of service in the acting capacity may be credited to the required period of probation for the regular appointment.

J. Promotional and Lateral Appointments

1. Promotional and lateral appointees are subject to the same application, testing and probationary employment requirements as all other regular full-time applicants. An employee on promotional probation shall have no rights of tenure in the promotional position and may be returned to their former position without cause, without notice and without any right of appeal.
2. In the event that a promotional/lateral appointee does not pass probation or if the employee wishes to return to their former position during the promotional/lateral probationary period and the promotional/lateral appointee's prior position is vacant, at the discretion of the Department Head the City shall return the employee to their prior position. If the promotional/lateral appointee's prior position is not vacant, the City shall appoint the employee to another vacant position in the same or lower classification as the prior position, at the time the employee does not pass probation and the employee meets minimum qualifications. The employee shall not serve a new probationary period if returned to their prior position.
3. The effective date of a promotional/lateral appointment shall determine the employee's new salary evaluation date. Promotional/lateral employees may be evaluated after six (6) months of service and shall be evaluated annually thereafter.

K. Emergency Appointments

To meet the immediate requirements of a declared emergency, such as major fire, flood, earthquake, or other public calamity that threatens life or property, the Personnel Director may employ such persons as may be needed for the duration of the emergency without regard to the personnel ordinance, these Rules, or other rules and regulations affecting appointments. Such employees shall serve at the will of the City Manager and may be dismissed without cause and without any right of appeal, grievance, or hearing.

L. Relatives Working for the City

1. The following definitions apply to this Rule:
 - a. **“Relative”** means spouse, registered domestic partner, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, step-brother, step-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law.
 - b. **“Supervisory relationship”** means one in which one person exercises the right to control, direct, reward, or discipline another person by virtue of the duties and responsibilities assigned to their position.

2. The City reserves the right not to appoint or promote a person to a position in any department in which such person's relative already holds a position, when such employment would result in any of the following:
 - a. A direct supervisory relationship;
 - b. The employees having job duties that require performance of shared duties on the same or related work assignment;
 - c. Both employees having the same immediate supervisor.
3. If an existing City employee marries another existing City employee, or cohabits with another City employee in a romantic relationship, both employees shall be allowed to retain their respective positions, unless it would result in one of the following:
 - a. A direct supervisory relationship between the couple;
 - b. A significant and likely potential for creating an adverse impact on supervision, safety, security, morale or efficiency;

V. CHANGES TO POSITIONS AND APPOINTMENTS

A. Transfers

1. Except as otherwise provided by an applicable MOU or law, a Department Head may, at any time and for any reason, transfer an employee from one position to another position in the same or comparable classification with the same or comparable qualifications and without loss of compensation, after notice to the Personnel Director and approval by the City Manager.
2. Employees who desire a transfer may also submit a request for voluntary transfer to their Department Head for consideration. The Department Head may deny the transfer request in their sole discretion.
3. If an employee voluntarily transfers to another position in the same or comparable classification and is not satisfied and wishes to return to their former position, the employee may, at the discretion of the Department Head(s), return if that position is vacant. If the employee's prior position is not vacant, the City may appoint the employee to another vacant position in the same or lower classification as the prior position, so long as such vacancy exists prior to the impending probation date. If the employee's prior position is not vacant and no other vacant position in the same or lower classification as the prior position exists, then the employee shall remain in the voluntary transfer position. The employee's salary evaluation date shall remain the same as it was before the transfer.

4. The City may initiate a transfer of a qualified employee to another position as a reasonable accommodation under the American's with Disabilities Act (ADA). Such transfers may have priority over any candidates or other employees seeking voluntary transfer or demotion. Upon transfer, the qualified employee will serve a new probationary period subject to these Rules and the pertinent rules in the Memorandum of Understanding between the qualified employee's representative unit and the City.

B. Reclassification

1. When the Personnel Director determines that the assigned duties of a position have been materially changed by the City so as to necessitate reclassification, the position will be allocated by the Personnel Director to a more appropriate class, whether new or already created. Reclassifications may not be used for the purpose of avoiding restrictions concerning demotions and promotions; the purpose of retention; or to effect a change in salary in the absence of a significant change in assigned duties and responsibilities.
2. If an employee believes they are performing work outside the scope of the classification description covering their position, the employee should report the information, in writing, to the Personnel Office, who will work with the Department Head and Human Resources Representative to further evaluate the position.

C. Demotions

1. **Involuntary Demotion.** Except as otherwise designated by an applicable MOU, employees may be demoted, either to a vacant position or a reclassified position, by the Personnel Director for disciplinary purposes, including, but not limited to, when performance of required duties falls below standard. Disciplinary demotions are taken in accordance with procedures discussed in the Disciplinary Action policy at Rule IX. Employees may also be demoted by the Personnel Director for organizational purposes pursuant to the City's Layoff policy at Rule V.D.
2. **Voluntary Demotion.** Except as otherwise designated by an applicable MOU, an employee may request a voluntary demotion to a vacant position within a lower classification in which the employee meets the minimum qualifications. The request shall be in writing and submitted to the Department Head for consideration. The Department Head may approve or deny the demotion request in consultation with the Human Resources Office. If approved, the employee shall sign an acknowledgement of voluntary demotion and reduction of salary and benefits.
3. A demoted employee shall be required to serve a probationary period in the lower classification, as described in Rule IV, unless the lower classification is in the same job series or the employee previously completed probation in the lower classification. In the event the demoted employee does not pass probation, the employee shall be

subject to disciplinary proceedings as detailed in these Rules and the pertinent Memorandum of Understanding between the demoted employee's representative unit and the City. effective date of a demotion shall establish a new salary evaluation date.

4. If an employee voluntarily demotes to another position in the same or comparable classification, the employee's salary evaluation date shall remain the same as it was prior to the demotion.

D. Layoffs

1. **Abolition of Position.** Whenever, based upon the recommendation of the City Manager, the City Council approves a resolution to abolish any position of employment, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal through either disciplinary appeal or grievance procedures, except as otherwise designated by an applicable MOU.
2. **Written Notice of Layoff.** Except as otherwise provided by an applicable MOU between an employee representative unit and the City, any employee to be laid off will be given written notice of layoff not less than fourteen (14) calendar days prior to the effective date of such layoff.
3. **Order of Layoffs.** Employees in the same class of positions will be laid off according to employment status in the following order: Temporary, part-time, probationary, and then regular. Temporary, part-time, and probationary employees will be laid off according to the needs of the service as determined by the City Manager and before laying off a regular full-time position in the same classification. Except as otherwise designated by an applicable MOU:
 - a. In cases where there are two (2) or more regular employees in the class from which the layoff is to be made, such employees will be laid off on the basis of the most recent performance evaluation, with the employee with the least satisfactory overall performance being laid off first.
 - b. In cases where their most recent performance evaluations are equal, the employee with less seniority will be laid off first.
4. **Rights of Displaced Employees**
 - a. Employees may be displaced by initial selection for lay-off or by subsequent bumping by another employee selected for lay-off. "Bumping" means the displacement of an employee from their position by an employee in a higher classification who formerly held the same position, or a position in the same

job series. A displaced employee who moves to a vacant position is not engaging in “bumping.”

- b. A displaced employee will be allowed to transfer to a vacant position in the employee’s current classification. If there is no vacant position in the employee’s current classification, the employee will be offered a vacant position in a former classification, first within the affected department and then City-wide, so long as that position had previously been held by the employee. Such position will only be offered if the employee is able to perform the essential duties and still meets the minimum qualifications of the position and the compensation is at the same or lower rate of pay than that received by the employee in the position from which the employee was laid off.
- c. In the event there are no vacant positions in the same or former classification, an employee may bump a less senior employee in the same classification. The employee must be able to perform the essential job functions of the former position and possess the minimum qualifications of the position as specified by the job classification specification.
- d. The City shall notify laid-off employees of any positions available for bumping as designated by applicable MOU. Following such notification, the employee must notify the Personnel Director in writing of their intent to exercise the bumping rights within seven (7) calendar days, and the position and classification into which they intend to bump. Failure to provide such timely notification shall be deemed a waiver of bumping rights by the employee.
- e. Where there is more than one employee who is eligible to bump into a position and who provide timely notice of intent to bump into that position, the factors in Section 4b and 4c of this Rule, or the conditions set forth in a Council-approved MOU, shall be used to determine which employee, if any, will be permitted to bump down.
- f. Any displaced employee shall be considered as laid-off for the same reason as the person who displaced them and shall in the same manner be eligible to displace another employee based on the criteria specified in this Section 4b and 4c.

E. Separation From Service

- 1. All employees who separate from City service for any reason must:
 - a. Return all City property to the Personnel Director or the immediate supervisor prior to the end of the final day;
 - b. Clear any existing financial obligations with the City; and

- c. If applicable, file a Form 700 with the City Clerk.
2. Employees who resign or retire shall adhere to the following procedures before they will be deemed to have separated in good standing:
 - a. Submit a written notification stating the intent to separate and the proposed effective date to their immediate supervisor and Personnel Director; and
 - b. Provide a minimum notice of two (2) weeks. The City encourages employees who become aware of their pending separation from the City to let the Personnel Director know as far in advance as possible. The Personnel Director may waive the two-week notice period required for “good standing” at their discretion.

F. Reinstatement

1. At the recommendation of the Department Head, and with the approval of the Appointing Authority, employees who resigned, retired, or were laid off and were in good standing at the time of separation, may be reinstated within twelve (12) months of the effective date of separation to their former position, if vacant, or to a vacant position in the same classification, without being subject to the application requirements of Rule III. Preference for reinstatement may be given to employees who were laid off.
2. A reinstated employee shall serve a probationary period as defined in these Rules. An individual requesting reinstatement shall be required to pass a medical and/or psychological examination and any other qualifying tests or procedures as in the case of a new employee. If reinstated, credit may be granted for prior service in terms of accrued and unused paid sick leave, unless the reinstated employee received cash out of sick leave at separation, benefit accrual rates and seniority in the discretion of the Personnel Director in consultation with the Department Head, unless otherwise required by law. Employees reinstated after layoffs shall receive credit for prior service with the City.

VI. COMPENSATION

A. Compensation Plan

1. The Personnel Director shall prepare a Compensation Plan that includes the following:
 - a. The salary ranges for all classifications in the competitive service, showing the minimum and maximum rates of pay;
 - b. A designation of the position as full-time, hourly, or temporary; and

- c. Designation of the position as paid on an hourly or salary basis.
2. These Rules do not preclude the creation of separate management pay plans that, if adopted by the City Council, must be administered in accordance with the procedures adopted for such plan(s) by the City Council.
3. The Personnel Director shall periodically survey benchmark classifications in accordance with City Council policy. Survey results shall be considered as one of the pieces of information used as a guideline in establishing or modifying compensation for a particular position or classification.
4. The Personnel Director shall also determine whether any modifications are necessary due to changes to positions or classifications, including changes to exempt or non-exempt status, resulting from their periodic review of the Classification Plan.
5. The Personnel Director shall submit any modified Compensation Plan in proposed form to the City Council for adoption.

B. Salary

1. Salary Upon Appointment

Initial appointments shall normally be made at the first step of the salary range for the particular classification in which the appointment is made, unless otherwise required by an applicable MOU. When, in the judgment of the Department Head, the education, training, and/or experience of a proposed employee are such that a salary in excess of the first step is justified, the Department may recommend that the City Manager authorize an appointment to a position at a higher step in the salary range.

2. Salary Upon Hourly Appointment

Hourly employees receive only legally mandated benefits other than the hourly rate of pay, unless otherwise required by an applicable MOU. An hourly employee shall be compensated on an hourly basis at the hourly rate to which their classification has been allocated or shall be paid an hourly rate equivalent to the pro-rata share of the monthly salary to which they would be entitled were they a full-time employee.

3. Salary Upon Out-Of-Class Assignment

- a. Commencing with the date an Out-Of-Class Assignment is made under Rule IV, the employee shall receive a 5% increase to their current salary. The employee shall receive said higher pay for the remaining duration of the Out-Of-Class Appointment.

- b. A person appointed in an Out-Of-Class capacity shall be eligible to receive merit increases in their regular position during the Out-Of-Class appointment. A person appointed in an Out-Of-Class capacity shall retain the benefits of the original appointment.

4. Salary Upon Acting Appointment

- a. Commencing with the date an Acting Appointment is assigned, the employee shall receive the step of the Acting Assignment position that is the greater of either a 5% increase to their current salary or commensurate step of the higher classification in which the employee is performing the required acting duties. The City Manager retains discretion to appoint an Acting Assignment to a higher salary step of the Acting Assignment.
- b. A person appointed in an Acting Assignment shall be eligible to receive merit increases during the Acting Assignment. A person appointed in an Acting Assignment capacity shall retain the benefits of the original appointment.

5. Salary Upon Promotion

An employee who is appointed to a position in a classification allocated to a higher salary range than the employee's present classification shall receive the next highest monthly salary which is at least five percent (5%) higher than the employee's previous base salary, but in no case more than the top step of the new salary range. Payment in such new salary range shall commence at the beginning of the pay period in which the appointment becomes effective.

6. Salary Upon Transfer

An employee who is transferred from one position to another in the same classification or to another position in a classification having the same salary range shall be compensated at the same step in the salary range as previously received.

7. Salary Upon Reclassification

- a. **Upward Reclassification.** An employee whose position is reclassified to a job classification with a higher salary range, and who meets the minimum qualifications and requirements for the new classification, shall be compensated at the closest step within the new salary range that will provide a minimum increase of 5%. A new probationary period is not required and the performance review date shall not change.

- b. **Downward Reclassification.** An employee whose position is reclassified to a job classification with a lower salary range shall:
 - i. Retain their current salary if the current salary is the same as a step within the salary range of the new classification;
 - ii. Be placed at the closest step within the salary range of the new classification that approximates the current salary if the current salary is between steps within the new salary range; or
 - iii. Be assigned a Y-rate designation to hold the employee at the current salary rate, without increases, until such time as the salary range for the new classification is the same or exceeds the amount of the Y-rating.

8. **Salary Upon Demotion**

- a. The salary of an employee who is demoted for cause to a position in a classification allocated to a lower salary range than the employee's current classification shall be reduced to a step in the salary range for the classification to which the employee has been demoted. The Department Head, with the approval of the Personnel Director, shall determine the step within the range on which the demoted employee will be placed.
- b. An employee voluntarily demoted or demoted pursuant to a lay-off shall be compensated at the nearest lower monthly salary rate in the salary range for the classification to which they have been demoted to the demoted employee's salary rate prior to layoff.
- c. The effective date of a demotion shall establish a new salary evaluation date.

9. **Merit Salary Increases**

- a. **Eligibility for a Merit Increase.** Merit increases are based solely upon job performance. They are not automatic and there is no annual entitlement. Employees are eligible for a merit increase each year based upon the evaluation of their performance. Only regular appointees are eligible for merit increases, and no employees shall receive an increase that exceeds the maximum rate established for their classification. In order to receive a merit increase, employees must receive both at least a minimum rating of "Meets Expectation" or above on their job performance evaluation and a recommendation for a merit increase by the supervisor and concurred with by the Department Head. Any such merit increase shall be applied retroactively to the employee's most recent service anniversary date.

- b. **Withholding of a Merit Increase.** If a Department Head recommends withholding of a merit increase, the request must be reviewed by the City Manager prior to the employee's anniversary date. The Department Head shall work with the Human Resources Department and Employee to develop a performance improvement plan.
- c. **Merit Increases For Exceptional Circumstances.** Upon written recommendation of a Department Head, the City Manager, in their sole discretion, may authorize a merit increase outside of a regularly scheduled performance evaluation if exceptional performance or other appropriate circumstance warrants such increase. An increase for exceptional performance shall not exceed the highest step in the employee's current salary range.

10. Salary Upon Suspension Without Pay

Any employee who has been suspended for disciplinary reasons shall not receive pay for the duration of the suspension, nor shall any benefits which are calculated upon hours worked be credited to the employee, including, but not limited to, sick leave, vacation, retirement, disability insurance, standby pay, or overtime, during the period of suspension. Employees suspended without pay for disciplinary reasons shall not be subject to call out or eligible for call out benefits. Should such suspension be later modified or revoked, the employee shall be entitled to receive payment to compensate for loss of income and benefits during the period of suspension, excluding overtime and call out benefits.

11. Deductions From Pay and Leave Banks for Exempt Employee Absences

- a. All exempt employees who are absent from work for personal reasons (including vacation) or because of a Permitted Use of Sick Leave under Rule VIII must first exhaust any available paid accrued leave toward the absence or request in accordance with applicable City policy or MOU regarding that leave. In the event the employee has exhausted all available accrued leave, the City Manager may approve unpaid leave time, which shall be deducted from the employee's pay for leave due to personal reasons and for two (2) or more full days of sick leave.
- b. Notwithstanding any other provision in these Rules, in no event shall the City take deductions from paychecks of exempt employees for any of the following:
 - i. Jury duty in which the employee does any work;
 - ii. Temporary military leave;
 - iii. Witness leave in which the employee does any work, except when the employee has brought the legal action; and

12. **Errors in Compensation**

- a. In the event of any underpayment of which the City becomes aware, the employee shall receive any amount due to them as soon as practicable but no later than the following pay-period.
- b. In the event of any overpayment of which the City becomes aware, the City and employee shall make arrangements for the prompt reimbursement in accordance with applicable law.
- c. Each employee shall review each of their paychecks to ensure the employee was paid correctly. If the employee believes an error or irregularity as occurred, the employee must immediately call it to the attention of their supervisor who shall in turn notify the Personnel Director or Finance Director. The City shall document all errors in compensation and the affected employees shall sign an acknowledgement for any corrections made.

C. **Hours of Work and Overtime**

1. **In General**

- a. Time taken as paid leave, including but not limited to, holidays, vacations, sick leave, and other similar periods when no work is performed will not constitute "hours worked" for purposes of overtime calculation, unless authorized for a given employee under an applicable MOU adopted by City Council.
- b. Non-exempt employees will be compensated for travel time, attendance at training or meetings, and other similar time where required under applicable state and federal wage and hour laws or as otherwise provided in an applicable MOU.
- c. Except as otherwise provided in an applicable MOU, time worked for which employees receive additional compensation, based on a minimum guaranteed number of hours, as set forth in an applicable MOU, such as call-out pay for hourly employees, will constitute hours worked to the extent that it represents time actually worked and does not otherwise constitute overtime as defined in this Section.

2. **Workweek**

- a. The basic workweek for regular full-time employees shall be forty (40) hours per week, and shall consist of a consecutive, seven-day period that begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday, except as otherwise designated by an applicable MOU, or as otherwise designated for employees on a flexible workweek, or as designated under the FLSA for safety

employees. A flexible “9/8/80” workweek as adopted for regular full-time employees shall be eighty (80) hours per pay period, and shall consist of regular work shifts which consist of nine (9) hours of work Monday – Thursday and eight (8) hours of work every other Friday with a regular day off every other Friday. Department Heads shall assign daily hours of work (or shifts) for employees within departments, as required to meet operational requirements, or the employees’ applicable MOU. The Department Head may change an employee’s work period, week, or hours at any time to meet the requirements of the City. Changes shall be made in accordance with applicable MOU and applicable law.

- b. With the approval of the Department Head and concurrence of the City Manager and employee association, an employee may be assigned a flexible work schedule totaling forty (40) hours within a workweek or eighty (80) hours within a pay period which may be maintained as long as the needs of the public and City are being met. The start and stop of the workweek for employees on a flexible work schedule shall be designated at the time the flexible work schedule is assigned to the employee. The Department Head, in their sole discretion, may decide to change the work schedule of an employee if the flexible work schedule no longer meets the needs of the City, subject to any meet and confer obligations.

3. **Meal Periods.**

- a. Employees shall receive a thirty (30) to sixty (60) minute meal period that shall not be compensated, with the exception of safety personnel such as police officers and firefighters. During the unpaid meal period, the employee shall be relieved of duties.
- b. Employees are not permitted to work through meal periods as a way to shorten their workday.

4. **Rest Periods.** Employees shall have a fifteen (15) minute rest period for each half of their shift, as scheduled by the supervisor. The rest period may be interrupted or cancelled if necessary to complete work and shall be compensated time. The rest periods shall not be combined or used to shorten the workday.

5. **Work Performed Outside Regular Shift or Schedule.**

- a. Non-exempt employees are not permitted to work outside of their regularly scheduled shifts except as authorized or directed by their supervisor with the prior approval of their supervisor, or in the event of an emergency.
- b. Working outside the regularly scheduled shift without advance approval is grounds for employee discipline, up to and including termination.

- c. This requirement applies to, but is not limited to, the following work by non-exempt employees:
 - i. Work performed before the start of the shift;
 - ii. Work performed during unpaid meal periods;
 - iii. Work performed after the end of the shift; and
 - iv. Other work performed "off the clock" including work performed at home.
- d. All employees must 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 must be kept to a minimum and recorded appropriately.
- e. The City may periodically require employees to work outside their regularly scheduled shifts in order to meet business needs. Supervisors must adhere to the following guidelines in assigning work outside an employee's regularly scheduled shift:
 - i. An employee who may be required to perform outside the regularly scheduled shift should receive advance notice of the apparent need for such work as soon as practicable before the work is expected to begin.
 - ii. When practicable, such opportunities will be made available on an equal basis to all full-time employees capable of performing the work.
 - iii. All employees who are scheduled to work outside of their regularly scheduled shift are required to work the assigned hours, unless otherwise excused by their supervisor.

6. **Compensation for Overtime Hours Worked**

- a. Hours worked by non-exempt employees in excess of forty (40) hours in their designated workweek (or in excess of the applicable threshold for a flexible work schedule/period) constitutes overtime. A non-exempt employee will be paid for overtime in accordance with applicable state and federal law.
- b. Only actual hours worked shall be considered as hours worked for purposes of calculating overtime compensation, unless authorized in a Memorandum of Understanding adopted by the City Council.
- c. Compensatory Time Off

- i. Employees may choose to be compensated for overtime work through compensatory time off (“CTO”) at the rate of one and one-half hours CTO per overtime hour worked, instead of receiving cash payment. The decision to receive overtime pay or CTO credit must be made at the end of the workweek in which the overtime is worked, at the employee’s option, provided that the employee has not accrued the maximum CTO allowed under this Section and subject to approval by the Department Head and/or Personnel Director.
- ii. Employees may accrue CTO up to a maximum of eighty (80) hours per calendar year, and if an employee reaches this maximum limit they will be paid for all overtime worked until the CTO balance has been reduced below eighty (80) hours.
- iii. Employees who request to use accrued CTO will be permitted to use the CTO within a reasonable period after making the request if the use of CTO does not unduly disrupt the operations of the City as determined by the Department Head.
- iv. Upon separation from the City, employees may cash out any unused CTO.

VII. GENERAL EMPLOYMENT MATTERS

A. Timekeeping

All employees must sign, on paper or electronically, and accurately record all hours worked and any leave taken on their timesheets. Employees shall submit their timesheets on a bi-weekly basis to their supervisor. Employees must immediately report any errors on a timesheet that has already been submitted to their supervisor.

B. Attendance

1. Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees are also expected to remain at work for their entire work schedule, except when required to leave on authorized City business or some other authorized leave. All departments shall keep daily attendance records of employees, which shall be reported on the employee’s timesheet.
2. Employees who anticipate an absence from all or a portion of their regular work schedule and wish to request to use accrued leave time or unpaid leave time should follow the procedures provided in these Rules or applicable MOU for the particular type of leave that they are requesting.

3. Employees who are unexpectedly unable to report for work as scheduled on any particular day must call their immediate supervisor no later than their scheduled time to begin work for that day, or as otherwise required by the Department. If the employee's immediate supervisor is not available, then the employee must notify the Department Head or their designee. Employees shall inform their supervisor of the expected duration of any late arrival or absence. Employees who call later than their scheduled time to begin work for their assigned shift shall be deemed to have an unauthorized tardy or absence, unless otherwise provided by applicable state or federal law. Abuse or misrepresentation of the reason for use of any form of accrued or paid or unpaid leave time will be grounds for discipline.

C. Unauthorized Absence/Job Abandonment

1. Failure on the part of an employee, who is absent without notification or authorization, to return to duty within twenty-four (24) hours after a notice to return to duty has been delivered to their last known telephone number and/or address will constitute an automatic resignation effective as of the last day an employee worked.
2. If, within ten (10) days of said notice, the employee can show good cause for the failure to return to duty, the Personnel Director, in their discretion may, with approval of the City Manager, reverse the resignation.
3. In the event that an employee's absence is deemed an "automatic resignation" in accordance with this Rule, the employee shall have the same right to appeal afforded to employees who are terminated for cause under these Rules. However, an employee's absence without notification or authorization for twenty-four (24) hours or more shall be deemed just cause for termination.

D. Employee Performance Evaluation

1. Department Heads or their designees shall make a report of performance of each employee after completion of a probationary period and annually thereafter. Unless changed in accordance with these Rules and Regulations, these evaluation dates shall constitute the employee's salary evaluation date for purposes of eligibility for a merit salary increase; provided, however, the employee shall continue to receive performance evaluations on said date even after the employee has reached the top of the applicable salary range. In addition, a performance evaluation may be prepared at any other time at the discretion of the employee's supervisor.
2. An employee's performance evaluation due date shall be extended when the employee takes one or more leaves of absence totaling more than fourteen (14) days. The employee's performance evaluation due date shall be extended by the same period of time that the employee was absent.

3. Each performance evaluation shall be discussed with the employee. The performance evaluation shall address areas of successful performance and areas that need improvement. The employee shall have thirty (30) days from the date the employee receives the performance evaluation to submit a response regarding performance evaluation, either in a written statement attached to the report or orally. The employee shall sign the performance report to acknowledge that the employee is aware of its contents and has discussed the report with the evaluator. The employee's signature does not necessarily indicate agreement with the contents of the report. In the event that an employee refuses to sign the evaluation following their review of the evaluation, such refusal shall be so noted by the evaluator on the evaluation form. Performance evaluations are not subject to appeal or grievance.
4. The employee shall receive a copy of the performance evaluation, and the original, along with any written comments submitted by the employee, shall be maintained in the employee's personnel file.

E. Performance Improvement Plan (PIP)

1. An employee with a performance evaluation that indicates the need for improvement shall be placed on a Performance Improvement Plan, as directed by the supervisor in consultation with Human Resources.
2. The PIP shall include a series of actions identified around performance that address areas that need improvement and be provided to the employee in writing. The series of actions identified shall support performance improvement for the employee to attain over the following evaluation period. The PIP shall be maintained in the supervisor's file for the evaluation year and referenced in the following performance evaluation.
3. An employee's inability to meet the expectations of the PIP may lead to the unsuccessful completion of the probationary period or to the disciplinary actions as outlined in Section IX.

F. Probationary Evaluations

1. All probationary appointments are subject to probationary evaluation to determine successful completion of probation. A probationary period may be extended for no longer than six (6) months upon written recommendation from the Department Head.
2. An employee scheduled to complete probation shall receive a probationary performance evaluation on or before completion of probation. The probationary performance evaluation shall be discussed with the employee and shall indicate areas of successful performance and areas that need improvement. Unless otherwise outlined by the applicable MOU, probationary evaluations shall be provided when the employee has completed six months of successful employment.

G. Fitness for Duty Examinations

1. In General.

- a. 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, with or without reasonable accommodation. When the City determines based on observation or reliable report that an employee possibly lacks fitness for duty, the Personnel Director may require an employee to undergo a fitness for duty examination to determine whether the employee can perform the essential functions of the job with or without accommodation, in accordance with this Rule and the Reasonable Accommodation, Interactive Process and Medical Examination Policy
- b. Observations and reports may be based on, but are not limited to, factors such as an employee's own statements regarding impairment or difficulty performing job duties or other indication of potential unfitness; objective evidence of impaired dexterity, coordination, alertness, speech, vision acuity, or concentration in performance of job duties; disproportionate response to criticism; or inappropriate or uncharacteristic interactions with the public, co-workers, or supervisors.

2. **Procedures for Ordering a Fitness for Duty Examination.** When a supervisor becomes aware of or observes behavior that makes them reasonably suspect that the employee may not be fit for duty, the supervisor must notify the Personnel Director, who will determine whether to schedule the employee for a fitness for duty examination. The examination will be paid for by the City.

3. Procedure Following Receipt of Examination Results.

- a. "Fit for Duty." If the doctor finds the employee is fit for duty, the employee will return to work immediately and perform all duties of their position.
- b. "Fit for Duty with Restrictions." If the doctor finds the employee is fit for duty with restrictions, the doctor will specifically enumerate what functional restrictions are necessary in relation to the employee's job duties and for how long those restrictions are necessary.
- c. "Unfit for Duty." If the employee is found to be unfit for duty in their current position, they will not be permitted to return to work in that position for the period of unfitness.

4. **Interactive Process.** For employees found unfit for duty or fit with restrictions, the City will evaluate the restrictions, if any, and engage in the interactive process as set

forth in Rule II and the Reasonable Accommodation, Interactive Process and Medical Examination Policy to determine whether a reasonable accommodation is available.

H. Smoking

The City prohibits smoking and the use of smokeless tobacco products in City facilities, vehicles, and equipment. This policy shall be strictly enforced in order to ensure the health and safety of all employees and the public.

I. Safety And Health

1. It is the objective of the City to ensure a safe and healthful workplace for its employees. In keeping with this goal, the City has established an Injury and Illness Prevention Program (IIPP) program to explain its safety policies and procedures, a copy of which is available in the Office of the City Clerk and each department. All employees shall comply with the City's Injury and Illness Prevention Program.
2. In the event of a local, regional, state, or national emergency, all employees shall be required to report for work in accordance with their department's emergency preparedness plans. Assigned duties may vary from normal duties. In such an emergency, provisions of these Rules may be expressly waived by action of the City Manager.

J. Outside Employment and Off-Duty Conduct

During the workday, employees are expected to devote their full-time and attention in the performance of their assigned duties. Any approved outside work, part-time job, or personal business must be performed during off duty hours. Off duty hours include unpaid lunch break periods, but do not include other rest or break periods during which the employee continues to receive pay.

1. **Prohibited Conduct.** In accordance with Government Code section 1125, no employee may engage in any outside employment, enterprise, or activity that is inconsistent, incompatible, in conflict with, or adverse to their employment or their ability to perform their duties and responsibilities, including performance of overtime work and emergency duties, or any other aspect of City operations. Employees are required to notify their Department Head in writing of all outside employment in which they are engaged or in which they intend to engage, so that the City may assess whether such outside employment conflicts with the employee's City employment.
2. **Personnel Director Determination.** In making a determination as to whether an employee's outside employment, enterprise, or activity will be prohibited, the Personnel Director shall consider, among other pertinent factors, whether the activity involves:

- a. Receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act that the employee would be required or expected to render in the regular course of City employment;
- b. The performance of an act or work which may later be directly or indirectly subject to the control, inspection, review, audit or enforcement by such employee or other City employees;
- c. Conditions or factors which might, directly or indirectly, lessen the efficiency of the employee in regular City employment or conditions in which there is a substantial danger of injury or illness to the employee;
- d. The use for private gain or advantage of City time, facilities, equipment and supplies, prestige, influence, or information obtained through one's City office or employment. No City-owned facilities, equipment or supplies, including autos, trucks, instruments, tools, supplies, machines, badges, identification cards, or other items which are the property of the City shall be used by an employee for personal or non-City business reasons except upon approval of the City Manager;
- e. The solicitation of future employment with a business or individual doing business with the City over which the employee has some control or influence in the course of performing official duties.
- f. The employee may appeal the adverse determination of the Personnel Director to the City Manager.

K. Personnel Files

- 1. **Maintenance.** The City maintains a personnel file on each employee. An employee's personnel file will contain only material that the City determines is necessary and relevant to the administration of the City's personnel program. Personnel files are the property of the City, and access to the information they contain is restricted, subject to, and in accordance with, these Rules.
- 2. **Disclosure of Information.** Upon request, the City will release information about its employees only to the extent required by law. The City will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy or jeopardize the safety of law enforcement personnel.
- 3. **Inspection of a Current or Former Employee's Personnel File.**
 - a. A current or former employee wishing to inspect their personnel file must submit a written request to the Human Resources Department. Reasonable

proof of identity may be required for former employees. A current or former employee who seeks to authorize another person to inspect copies of their personnel file must provide a satisfactory written authorization for inclusion with the written request along with proof of identity.

- b. The City will issue a written notice setting a date for inspection of the personnel file within thirty (30) calendar days of receipt of the request, to take place during normal business hours. With the requesting person's written consent, the date for inspection may be extended on one occasion by up to five (5) calendar days. If the requesting person is a former employee who was terminated for violation of City rule, policy, or law involving harassment or workplace violence, the City will have discretion to mail a copy of the personnel file at the City's expense instead of scheduling an in-person inspection.
- c. A current employee may inspect their personnel file at the place the employee reports to work, or may instead consent to inspect their personnel file at the Personnel Office without loss of compensation. Inspection by former employees and authorized representatives will take place at the Personnel Office, unless otherwise mutually agreed in writing by the City, and may require additional reasonable proof of identity.
- d. A designated Personnel Office employee must be present throughout the inspection. No personnel files nor contents of personnel files may be removed from the place of inspection without advance written authorization from the Personnel Director.

4. Obtaining Copies of a Current or Former Employee's Personnel File.

- a. A current or former employee wishing to obtain copies of documents or other materials in their personnel file must submit a written request to the Personnel Office along with reasonable proof of identity. A current or former employee who seeks to authorize another person to obtain copies of their personnel file must provide a satisfactory written authorization for inclusion with the written request. Reasonable proof of identity may be required at the time of in-person pick up of requested documents.
- b. The City will issue a written notice setting a date on which the requested copies may be picked up in person during normal business hours and identifying the cost of reproduction that must be paid to the City at the time of pick up. The date for in-person pick up of the documents will be no more than thirty calendar days after receipt of the request by the Personnel Office. With the requesting person's written consent, that date may be extended on one occasion by up to five calendar days. If the requesting person is a former employee who was terminated for violation of City policy or law involving harassment or workplace

violence, the City will have discretion to mail a copy of the personnel file at the expense of the City instead of scheduling an in-person pick up.

- c. If the requesting person chooses delivery by mail instead of in-person pick up, the notice provided by the City under this Rule will also identify the additional actual postage expenses for which the requesting person must reimburse the City prior to receipt of the copies.

5. **Contact Information.** Each employee is responsible for keeping their contact information up to date in the online employee self-service system (ESS) or by notifying the Human Resources Department of any changes to relevant personal information, including, but not limited to change of address, contact information, emergency contact information, and number and names of dependents for health benefit maintenance.
6. **Medical Information.** All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with applicable state or federal law. The City will not request or obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable the City to obtain certain medical information, the employee or applicant may be requested to sign an authorization that complies with the requirements of the Confidentiality of Medical Information Act.

L. Violence in the Workplace.

1. The City is committed to providing a work environment free of fear, intimidation, violence or the threat of violence and ensuring the safety of all City employees. Consistent with this commitment, the City prohibits any acts or behaviors by a City employee against any other employee, customer or visitor that may be intimidating, threatening, harassing, dangerous, or harmful. The City also prohibits any act or behavior by, or at the direction of, a City employee that is intended to scare, frighten, coerce, or intimidate another person, group, or organization.
2. Consistent with the City's Violence in the Workplace Policy, acts or credible threats of violence that involve or affect City employees will not be tolerated. A credible threat of violence is a knowing and willful statement or course of conduct that would place a reasonable person in fear for their safety, or the safety of their immediate family, and that serves no legitimate purpose.

VIII. LEAVES OF ABSENCE

A. Eligibility for Paid Leaves of Absence

In order to be eligible for the paid leaves of absence outlined herein or subsequently granted by the City, an employee must be a full-time employee and either a regular appointee or a probationary appointee, unless otherwise required by law or an applicable MOU.

B. Vacation

1. Every full-time probationary and regular employee shall earn vacation leave as follows, unless otherwise specified by an applicable MOU:

<u>Years</u>	<u>Hours Per Year</u>
0-2	80
2+-5	96
5+-10	120
10+-15	144
15+-20	160
20+-25	184
25+	200

2. Vacation shall accrue daily on a pro rata basis and shall begin accruing on an employee's first day of employment.
3. **Scheduling Vacations.** After completion of six (6) months of continuous service, an employee may take accrued vacation leave, subject to approval by the employee's Department Head or their designee. Approvals shall be based upon workload, staffing coverage, seniority, timing of the request, and any other work-related factors appropriate for consideration by the Department Head. Vacation shall be taken in increments of one-half (0.5) hour or more. The Department Head, with concurrence of the Personnel Director, may authorize an employee to take vacation leave prior to completion of six (6) months of continuous service.
4. By November 30 of each year, any vacation that has accrued in excess of two (2) times an employee's current annual vacation entitlement shall be paid to the employee in form of cash, included in the employee's paycheck, or as allowed by applicable MOU.
5. **Effects Of Sick Leave On Vacation Leave.** In the event an employee becomes ill during a vacation period, such time shall not be charged as vacation leave if either of the following conditions are met:

- a. The employee complies with the same notice requirements in Rule VIII.D. (Sick Leave) as required when the employee is not on leave, including notice to the employee's supervisor no later than the start of the employee's regular work shift. If the employee becomes ill after the start of the work shift, then the employee must promptly provide notice on the same day the illness begins. Sick leave shall only be granted for those days on which notice is given pursuant to this Rule; or
- b. The employee, upon return to work, submits a doctor's certificate for each day the employee was absent from work due to illness.

6. Vacation Pay Upon Termination.

Any employee separating from City service shall be paid at their regular rate of pay on a prorated basis for all earned unused vacation, if any, accrued up through separation. An employee may not use vacation leave to extend retirement or separation unless specified in a Council-approved MOU or required by law.

C. Holidays

1. Every full-time probationary and regular employee shall be entitled to the following paid holidays each calendar year and such other days as may be designated by action of the City Council:
 - a. January 1 (New Year's Day)
 - b. The third Monday in January (Martin Luther King Day)
 - c. The third Monday in February (Presidents' Day)
 - d. The last Monday in May (Memorial Day)
 - e. June 19 (Juneteenth)
 - f. July 4 (Independence Day)
 - g. The first Monday in September (Labor Day)
 - h. November 11 (Veteran's Day)
 - i. The fourth Thursday of November (Thanksgiving Day)
 - j. The fourth Friday of November (Day after Thanksgiving Day)
 - k. Christmas Eve
 - l. December 25 (Christmas Day)
 - m. December 31 (New Year's Eve)
2. If a holiday falls on a Saturday, and the Saturday is not a regular workday for an employee, Friday shall be designated as the holiday for that employee. If the holiday falls on a Sunday, and the Sunday is not a regular workday for an employee, Monday shall be designated as the holiday for that employee. Employees assigned to a flexible work schedule shall be entitled to paid holidays at the hourly equivalent of their standard schedule.

3. Holidays occurring during an employee's vacation shall be treated as a paid holiday.
4. Employees who are absent from work on a holiday due to unpaid leave of any form shall not receive reimbursement or payment for the missed holiday.

D. Sick Leave

1. Definitions.

- a. "Immediate Family" means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands *in loco parentis*; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or of the employee's spouse or registered domestic partner, or a person who stood *in loco parentis* to either the employee or the employee's spouse or domestic partner as a minor; or an employee's spouse, registered domestic partner; grandparent; grandchild; or sibling.
- b. "Permitted Uses of Sick Leave."
 - i. The following are Permitted Uses of Sick Leave:
 - (A) Diagnosis, care, or treatment of the existing health condition of an employee or a member of the employee's Immediate Family;
 - (B) Preventative care for an employee or a member of the employee's Immediate Family;
 - (C) For employees who are victims of domestic violence, sexual assault, or stalking, leave taken for the purposes described in Labor Code sections 230(c) and 230.1(a).
 - ii. Extension of vacation or holiday time, or reasons other than listed above are not a Permitted Use of Sick Leave.

2. **Accrual.** Full-time probationary and regular employees are eligible to accrue eight (8) hours of sick leave with pay for each calendar month of actual, continuous service dating from the employee's most recent date of hire, unless otherwise required by law. An employee may not use sick leave to extend a retirement (either disability or service retirement) or separation date, unless specifically provided for in an applicable MOU, or as required by law.

3. **No Payment for Unused Sick Leave at Termination.** An employee shall not receive payment for unused accumulated sick leave upon separation of employment or retirement (either disability or service retirement) unless specifically provided for in an applicable MOU.

4. **Verification for Use of Sick Leave.** The Department Head may request, in their discretion and with the concurrence of the Personnel Director, that the employee produce a certificate issued by a licensed physician or other verification for the use of sick leave. The Department Head, with the concurrence of the Personnel Director, may also direct an employee to attend a fit for duty physical examination by a City-retained licensed physician, at City expense, to ascertain whether the employee is fit to perform the duties of their position, in accordance with Rule II.

5. **Use of Sick Leave for Family**

In cases of illness of a family member, employees are entitled to accrued sick leave to attend to the illness of an immediate family member in accordance with state law.

6. **Integration of Benefits.** If an employee is on sick leave and is receiving SDI payments, the employee may continue to receive pay from the City by requesting that the maximum weekly disability benefits be supplemented by the use of sick leave benefits.

- E. **Jury Duty And Witness Leave**

1. All employees in the competitive service who are required to serve on a jury shall be entitled to regular compensation. Employees released early from jury duty shall immediately report back to their normal work assignment.
2. An employee who is subpoenaed to appear in court in a matter regarding an event or transaction which they perceived or investigated in the course of their employment with the City shall be allowed to do so without loss of compensation, unless it is the employee's own lawsuit.
3. An employee subpoenaed to appear in court in a matter unrelated to their official capacity, or who is appearing in court in a matter initiated by the employee, shall be permitted time off without pay, or if the employee chooses, to use accrued vacation for this purpose.

- F. **Military Leave**

Military leave with pay shall be granted in accordance with the provisions of the State Military and Veteran's Code of the State and applicable Federal law. An employee entitled to military leave shall give their Department Head an opportunity, within the limits of military regulations, to determine when such leave shall be taken. Prior to taking such leave, an employee shall present a copy of their military orders to the Department Head. The Department Head shall advise the Personnel Director of such military orders promptly. The employee's work schedule may be temporarily changed by the Department Head to accommodate the leave and department workloads, in accordance with applicable law. Benefits shall continue to accrue to the employee to the extent required by law. Employees

on military leave shall be granted promotional opportunities and reinstatement after return from military leave in accordance with applicable law.

G. Bereavement Leave

The City shall grant leaves of absence with pay in accordance with Council adopted MOUs when a member of the employee's or employee's spouse or domestic partner's immediate family dies. "Immediate family" means biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands *in loco parentis*; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or of the employee's spouse or registered domestic partner, or a person who stood *in loco parentis* to either the employee or the employee's spouse or domestic partner as a minor; or an employee's spouse, registered domestic partner; grandparent; grandchild; or sibling or step-sibling; son-in-law; daughter-in-law; or great-grandparent. In the absence of a City Council adopted MOU, the City shall grant a maximum of three (3) days of paid leave for bereavement. The City, in its discretion, may require some proof that a death in the family has occurred.

H. Administrative Leave

The City, in its discretion, may place an employee on administrative leave with pay. Employees on such leave shall be available and are subject to the City's instructions during their normal working hours.

I. Management Leave

The City, pursuant to provisions of the applicable MOU, may provide an employee with management leave which shall be placed into their Administrative Leave bank. The actual number of hours allocated to each eligible employee will be determined based on the provisions of the MOU. Any hours unused at the end of the fiscal year shall expire and are not eligible to be paid out upon separation.

J. Child Care or School Activity Leave

An Employee who is a parent, guardian, stepparent, foster parent, or grandparent, or a person who stands in loco parentis to a child in kindergarten through grade 12 or a child attending a licensed childcare provider facility, may take up to forty (40) hours per year, to participate in the following child related activities:

1. To find, enroll, or reenroll the child in a school or with a licensed childcare provider, or to participate in activities of the school or licensed child care provider, if the employee, prior to taking the time off, gives reasonable notice to the City of the planned absence. Time off pursuant to this (J.1.) shall not exceed eight hours in any calendar month of the year.

2. To address a childcare provider or school emergency if the employee gives notice to the City. Childcare provider or school emergency means that an employee's child cannot remain in the school or with a child care provider due to one of the following:
 - a. The school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child be picked up from school or child care provider.
 - b. Behavioral or discipline problems.
 - c. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays.
 - d. A natural disaster, including but not limited to, fire, earthquake, or flood.

If the City employs more than one parent of the child at the same worksite, the City will grant the parent who gives notice first regarding the need for leave under this section. The City may authorize the other parent to also take leave if they obtain approval for the requested time off.

Except as otherwise provided by a pertinent MOU, the employee shall utilize existing vacation, personal leave, or compensatory time off for leave under this section. An employee also may utilize time off without pay for this purpose, to the extent made available by the City. The City may request documentation from the school or the licensed child care provider as proof that the employee requesting leave under this section was engaged in child related activities as permitted under this section.

K. Voting Leave

Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote from their supervisor. If possible, employees should make their request at least two (2) days in advance of the election. Up to two hours of paid time off will be provided at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work.

L. Catastrophic Leave Program.

This program is designed to assist regular employees who are on an approved FMLA/CFRA leave of absence and have exhausted all forms of paid leave due to a serious, catastrophic illness or injury, either of their own or of a qualifying immediate family member, (i.e., spouse, domestic partner, parent or child). The Catastrophic Leave Program allows other City employees to voluntarily donate accrued leave to other eligible employees so the recipient is able to remain on paid status.

1. The employee must meet the following requirements to be eligible for leave under this policy:
 - a. The employee must have passed probation, be in a regular permanent position with the City for at least twelve (12) full months, and be considered actively employed by the City.
 - b. The employee, or eligible family member, must have a verifiable serious or catastrophic illness or injury that requires an extended period of treatment or recuperation. Serious or catastrophic illness or injury is one in which the employee is incapacitated and unable to work as certified by their physician for at least four (4) full workweeks. In addition, the employee must provide medical certification that includes a reasonable expectation that, with proper care and rehabilitation, the employee will be able to return to full duty within six (6) months of the absence from work. The employee must provide medical certification if an eligible family member is suffering from the catastrophic illness or injury.
 - c. The employee must have exhausted all paid leave balances.
 - d. The employee may not be concurrently receiving short or long-term disability, Workers' Compensation or similar benefits, such as SDI or PFL benefits.
 - e. Requests for catastrophic leave must receive the recommendation of the Department Head and the approval of the City Manager. Such leave may initially be approved up to a maximum of three hundred twenty (320) hours. If the catastrophic condition continues, additional leave donations may be approved up to another three hundred twenty (320) hours.
2. The following are the conditions for donating leave:
 - a. To be eligible to donate leave, an employee must have passed probation and be in a regular permanent position with the City for at least twelve (12) full months.
 - b. All donations of leave are voluntary. No employee shall be required to donate leave.
 - c. Employees must donate in increments of whole hours. If an employee wishes to donate sick leave, they must have a minimum balance of three hundred (300) hours after the donation of sick accruals. If an employee wants to donate vacation leave, they must have a minimum balance of forty (40) hours after the donation of vacation accruals. Employees may, at their discretion, donate all of their compensatory time and/or management leave.

- d. Donated leave shall be credited to the receiving employee's sick leave balance on a dollar for dollar basis and shall be paid at the rate of pay of the receiving employee.
 - e. Once the leave is donated and posted to the receiving employee, the employee donating such leave shall irrevocably lose all rights and privileges to the donated leave hours.
3. For donating employees, the procedures for donating and receiving leave are as follows:
 - a. A donating employee shall complete the donation form and submit it to the Personnel Director.
 - b. The Personnel Director shall review the request and forward to the City Manager for approval.
 - c. After approval by the City Manager, the Personnel Director shall submit the donation request to payroll for processing.
 - d. Donated leave shall be used only as needed.
 - e. Donated leave shall be credited to the receiving employee from the donating employee in chronological order by the date approved by the City Manager. Unused accruals shall be returned to the donor.
4. For receiving employees:
 - a. Once the receiving employee's own paid leave balances have been exhausted consistent with this policy, the employee may collect donated leave.
 - b. The receiving employee must be eligible for leave and willing to receive the donated leave.
 - c. The medical reasons for the need for the donated leave shall only be disclosed to City employees if the employee agrees to such disclosure, either verbally or in writing.
 - d. The receiving employee shall continue to be given City-provided health and welfare benefits consistent with the City's Family and Medical Leave Policy.
 - e. All donated hours must be used on a continuous and uninterrupted basis until the earliest of the following occurs: 1) All donated leave balances are exhausted; 2) the employee returns to work; 3) the employee begins receiving long-term disability; or 4) the employee's employment terminates.

IX. DISCIPLINARY ACTION

A. Authority to Discipline

1. Employees who hold non-probationary appointments, and are not at-will, shall not be disciplined without good cause. Probationary employees are subject to termination without cause. For purposes of this Rule, disciplinary action shall be defined to include one or more of the following: oral warnings, written reprimands, suspensions, demotions, reductions in pay and discharge. Oral and written reprimands may be initiated at the supervisor/division manager level. Disciplinary action more serious than a written reprimand must be initiated at the Department Head level in consultation with the Personnel Director.
2. Any authorized supervisory employee may propose initiation of disciplinary action for cause against an employee under their supervision in accordance with the procedures outlined in these Rules, unless otherwise required by an applicable MOU.

B. Grounds for Discipline.

1. Good cause exists, not only when there has been an improper act or omission by an employee in the employee's official capacity, but when any conduct by an employee brings discredit to the City, affects the employee's ability to perform their duties, causes other employees not to be able to perform their duties, or involves any improper use of their position for personal advantage or the advantage of others. Good cause may include non-disciplinary reasons such as, the employee's unwillingness or inability, due to mental or physical disability, to perform the duties of the position for an indefinite period. The type of disciplinary action shall depend on the seriousness of the offense, and any mitigating or exacerbating factors such as the relevant employment history and disciplinary record of the employee. Causes for disciplinary action against an employee may include, but shall not be limited to, the following:
 - a. Misstatements or omissions of fact in completion of the employment application or to secure appointment to a position with the City;
 - b. Furnishing knowingly false information in the course of the employee's duties and responsibilities;
 - c. Inefficiency, incompetence, carelessness or negligence in the performance of duties;
 - d. Violation of safety rules
 - e. Violation of any of the provisions of these personnel rules and regulations, department rules and regulations, City policies, ordinances, or resolutions;

- f. Inattention to duty or failure to perform assigned duties properly;
- g. Tardiness or overstaying meal periods;
- h. Being under the influence of an intoxicating beverage or non-prescription drug or prescription drugs not authorized by the employee's physician, while on duty or on City property or other conduct in violation of the City's Drug Free Workplace Policy;
- i. Insubordination, disobedience or disrespect to proper authority, refusal or failure to perform assigned work, to comply with a lawful order, or to accept a reasonable and proper assignment from an authorized supervisor;
- j. Any violation of the City's Harassment or Retaliation Policy;
- k. Unauthorized soliciting on City property;
- l. Excessive absenteeism and/or tardiness, unauthorized absence without leave; failure to report to work after leave of absence has expired or after a requested leave of absence has been disapproved, revoked or canceled; or any other unauthorized absence from work.
- m. Conviction of a felony, or a misdemeanor involving moral turpitude, or a violation of a federal, state or local law which negatively impacts the employee's ability to perform their job or brings discredit to the City (For purposes of this section, a misdemeanor conviction does not include a conviction based on a plea of nolo contendere);
- n. Discourteous or offensive treatment of the public or other employees;
- o. Falsifying any City document or record, including, but not limited to, time and attendance records;
- p. Misuse of City property; improper or unauthorized use of City equipment or supplies; damage to or negligence in the care and handling of City property;
- q. Horseplay, fighting, assault and/or battery;
- r. Working overtime without authorization;
- s. Theft or sabotage of City property;
- t. Sleeping on the job, except as specifically authorized for twenty-four (24) hour duty personnel;
- u. Seeking or accepting bribes or kickbacks;

- v. Gambling;
- w. Engaging in outside employment which conflicts with an employee's responsibilities;
- x. Intimidation or interference with the rights of any employee;
- y. Engaging in unauthorized outside activity or conduct which creates a conflict of interest with City work, which causes discredit to the City, negatively impacts the effective performance of City functions or is not compatible with good public service or interests of the City service;
- z. Abusive, profane, or intemperate language or conduct toward or in the presence of others in the work place;
- aa. Failure to obtain and/or maintain minimum qualifications for a position, including licenses or certificates;
- bb. Misappropriation of found property;
- cc. Dishonesty;
- dd. Willful concealment of pertinent information;
- ee. Malicious gossip and/or spreading rumors, engaging in behavior designed to create discord and lack of harmony, or with willful disregard regarding the effect of such conduct;
- ff. Willfully restricting work output or encouraging others to do so;
- gg. Unauthorized access, unauthorized disclosure, and/or misuse of proprietary or confidential City information or personnel information;
- hh. Use of influence with the City for private gain or advantage, or the use of time, facilities, equipment or supplies for private gain or advantage;
- ii. Misuse of public funds;
- jj. Reckless or unsafe conduct;
- kk. Carrying firearms or other dangerous weapons while on duty when not required by job duties;
- ll. Any other conduct of equal gravity to the reasons enumerated above, as determined by the City.

C. Procedures for Disciplinary Action

1. Representation

An employee is entitled to a representative of their choice in any disciplinary meetings in which they provide an oral response; provided, however, the inability of a particular representative to attend the meeting may not be cause requiring a continuance of the meeting if another adequate representative is available.

2. Procedures for Notice to the Employee and Employee Response/Appeal

a. Oral Warnings and Written Reprimands

Any written reprimand shall describe the basis for the discipline, including the facts and grounds for the discipline, and attach any documents upon which the discipline is based, unless otherwise required by applicable law or MOU. The employee may respond to an oral warning or written reprimand by submitting a written rebuttal within fourteen (14) days. The rebuttal will be included in the employee's personnel file along with any documentation of the oral warning or written reprimand. No oral response or appeal is permitted.

b. Suspensions of five days or less

i. A suspension of five (5) days or less may be issued by the Department Head and imposed immediately upon issuance of the written notice, which shall describe the basis for the discipline, including the facts and grounds for discipline, and include any documents upon which the discipline is based, unless otherwise required by applicable law or MOU. The written notice will include a statement that the employee will be afforded the right to appeal the suspension, either orally or in writing, within fourteen (14) days after the suspension is imposed.

ii. The employee may appeal the discipline orally or in writing. A written appeal may be submitted to the Assistant City Manager, or City Manager appointed designee. If the employee requests a meeting for an oral appeal, the Assistant City Manager shall hear the appeal and consider any information, facts, or evidence regarding the imposed suspension. Within fourteen (14) days after the meeting, the Assistant City Manager may reduce, revoke, or uphold the imposed suspension.

c. Discipline more severe than five-day suspension (including demotions, reductions in pay, discharge)

i. Any discipline more severe than a five (5) day suspension shall be preceded by a written notice issued by the Department Head or

Assistant City Manager or City Manager appointed designee, which shall describe the basis for the discipline, including the facts and grounds for discipline, and include any documents upon which the discipline is based, unless otherwise required by applicable law or MOU, and that the employee has a right to respond, either orally and/or in writing, before discipline is imposed, to the Assistant City Manager, or the City Manager appointed designee, by requesting a pre-disciplinary meeting. The Assistant City Manager or delegated designee shall serve as the Officer for the pre-disciplinary meeting.

- ii. The City shall set a pre-disciplinary meeting not more than fourteen (14) days from the date of the written notice, unless a different date is set by mutual agreement between the Assistant City Manager or City Manager appointed designee and employee, or their authorized representative(s).
- iii. Within thirty (30) calendar days from the meeting, or receipt of the employee's written response, if any, the Assistant City Manager or City Manager appointed designee shall issue a final notice, which may reduce, rescind, or impose the proposed discipline. Should the City official determine that the employee's response warrants further investigation, they may delay a decision regarding the proposed disciplinary action until such time as the further investigation is completed. In the event the investigation produces facts that warrant more severe disciplinary action than originally proposed, the City will re-implement the notification procedures in Section 2 of this Rule.

d. Appeals

- i. An employee seeking to appeal a final notice of discipline more severe than a five (5) day suspension must file a notice of appeal with the City Manager. The notice of appeal should include: (1) the subject matter of the appeal; (2) a statement regarding the grounds of the appeal; and (3) a statement regarding the relief requested by the employee. The notice of appeal must be received within seven (7) calendar days from the date of the final notice. Failure to submit a timely appeal without demonstrated good cause will waive the employee's right to appeal.
- ii. The appeal shall be heard by an independent Hearing Officer to be selected by the City and employee and/or any authorized representatives on their behalf. If the parties cannot agree on a Hearing Officer within fourteen (14) days of the City Manager's receipt of the notice of appeal, the parties shall request a strike list of seven (7) hearing officers from the Public Employees Relations Board and select a Hearing Officer from that list. The City Manager shall schedule any

disciplinary hearing within a reasonable time after the filing of the employee's request, considering the availability of the Hearing Officer and the availability of the employee and witnesses. Failure to select a hearing date or hearing officer within fourteen (14) calendar days without demonstrated good cause will waive the employee's right to appeal.

- iii. An employee who requests an appeal must be present during their appeal hearing. Failure of the employee to be present shall constitute a waiver of the employee's right to an appeal, unless the employee can demonstrate good cause for their failure to be present within three working days from the date the employee fails to appear.
- iv. Except as otherwise provided in a Memorandum of Understanding between the pertinent employee's representative unit and the City, the City is responsible for the appeal's costs incurred by the Hearing Officer.
- v. The Hearing Officer shall have the authority to convene the hearing, receive evidence through testimony and documents and make findings of fact and conclusions about the discipline.
 - (A) The City and the employee may each:
 - (1) Call and examine witnesses;
 - (2) Introduce evidence and exhibits;
 - (3) Cross-examine opposing witnesses on any matter relevant to the issues, even if the matter is not covered in direct examination;
 - (4) Impeach any witness regardless of which party first called him/her to testify;
 - (5) Rebut the evidence presented by the other party; and
 - (6) Present oral and written arguments.
 - (B) All oral evidence and testimony will be taken under oath or affirmation.
 - (C) The City shall have the burden of proof, and the burden shall be by the preponderance of the evidence.
 - (D) The hearing need not be conducted in accordance with the 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.

- (E) The Hearing Officer shall not take testimony from one party outside the presence of the other.
 - (F) 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.
 - (G) The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
 - (H) The Hearing Officer shall determine the relevancy, weight, and credibility of testimony and evidence. Irrelevant evidence and unduly repetitious evidence shall be excluded.
 - (I) Notwithstanding the above, the Hearing Officer will not have binding authority to add, modify, or subtract from the applicable City rules or any resolutions, ordinances, or policies adopted by the City. Further, the Hearing Officer will 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 City rules, or any resolutions, ordinances, or policies adopted by the City.
- e. Hearing Officer Recommendation/Final Decision by City Manager
- i. The Hearing Officer shall prepare a written recommendation to the City Manager containing detailed findings of fact relating to the disciplinary charges, and a recommendation regarding the discipline.
 - ii. Except as otherwise provided by the pertinent Memorandum of Understanding between the City and the employee representative unit, after consideration of the hearing officer's recommendation, the City Manager shall issue a final decision. The City Manager's decision constitutes a final resolution of any disciplinary action, and no further appeal shall be permitted within the City's administrative process. The

City Manager's decision may be reviewed by administrative writ of mandamus within the time frames established by law.

X. GRIEVANCE PROCEDURE

In the absence of a process in an applicable MOU, employees shall be governed by the following provisions.

- A. Definition of "Grievance".** Subject to the exclusions listed in this Rule, a grievance is defined as any dispute involving the interpretation, application, or alleged violation of 1) the specific express terms of a current MOU between the City and a recognized employee organization or 2) a specific express term of these Rules.
- B. Eligibility to File a Grievance.** Only regular full-time employees in regular non-probationary appointments, as defined in Rules I and IV who are adversely affected by an act or omission of the City are eligible to file a grievance.
- C. Exclusions From the Grievance Procedure.** The following is a list of matters that are excluded from the definition of a "grievance":
 - a. Requests for changes in wages, hours, or working conditions;
 - b. The content of employee evaluations or performance reviews;
 - c. Challenges to reclassification, layoff, transfer, and denial of reinstatement;
 - d. Challenges to examinations or appointment to positions;

Matters for which there is a separate complaint or appeal procedure established in these Rules or City policies.

D. Grievance Procedure

- 1. The grievance procedure must follow each of the following steps:
 - a. Informal Grievance Procedure.** A grievance must be filed within fourteen (14) calendar days of the act(s) or omission(s) giving rise to the grievance. Failure to file the grievance within this time period shall result in denial of the grievance as null and void. Within fourteen (14) calendar days of the act(s) or omission(s) giving rise to the grievance, the grievant must discuss the grievance with their supervisor, who shall investigate and attempt to resolve the matter. The supervisor shall give the grievant an oral or written reply within ten fourteen (14) calendar days after the discussion. If the grievant is not satisfied with the reply, they may proceed to the Formal Grievance Procedure.
 - b. Formal Grievance Procedure**

The following are the appropriate levels of review for formally resolving a grievance. During any level of review, if the management representative reviewing a grievance is the subject of the grievance, the grievant may request the Personnel Director to authorize a bypass to such level of review. Subject to such approval from the Personnel Director, the grievance may be advanced to the next higher level of review.

i. First Level of Review.

Any grievance not resolved by the Informal Grievance Procedure, may be submitted in writing by the grievant to their immediate supervisor along with a copy to the Personnel Director, no later than fourteen (14) calendar days after the date of the supervisor's oral or written reply. If the grievant's immediate supervisor is the Department Head, then the grievance moves directly to the second level. The written grievance must contain the following information:

- (A) Name of grievant and job title;
- (B) Department/Section in which grievant works;
- (C) The specific act or omission that gave rise to the alleged violation, misinterpretation, or misapplication and the date or dates of the alleged act or omission;
- (D) The specific provision(s) of the MOU or Personnel Rules alleged to have been violated, misinterpreted, or misapplied;
- (E) A list of the documents, witnesses or other evidence that support the grievance;
- (F) Desired solution or remedy;
- (G) Name of the grievant's representative, if any;
- (H) Signature of the grievant or representative and date signed.

Within fourteen (14) calendar days thereafter, the supervisor shall schedule a meeting with the grievant to work at resolving the grievance. The supervisor shall give the grievant a written reply within fourteen (14) calendar days after the meeting and shall file a copy with the Personnel Director. If the grievant is not satisfied with the response, they may proceed to Level 2.

ii. Second Level — Department Head Review

Any grievance not resolved at the first level may be submitted to the Department Head no later than fourteen (14) calendar days after the date of the supervisor's written reply. The grievant shall provide the Department Head with a copy of the first level response. Within fourteen (14) calendar days thereafter, the Department Head shall schedule a meeting with the grievant to work at resolving the grievance. The Department Head shall give the grievant a written reply within fourteen (14) calendar days after the meeting and shall file a copy with the Personnel Director. If the grievant is not satisfied with the response, they may proceed to the third level.

c. Third Level – City Manager Review

Any grievance not resolved at the second level may be submitted to the City Manager no later than fourteen (14) calendar days after the date of the Department Head's written reply. The grievant shall provide the City Manager with a copy of the first level and the second level responses. Within 14 days after receipt of the grievance and the first level and second level responses, the City Manager or their designee, at their discretion, may conduct an informal hearing involving the parties to the dispute. The City Manager's decision shall be final and binding and no further appeal may be had.

E. Representation

The grievant is entitled to representation of their choice at any point in the grievance procedure. If the representative is a fellow employee, that employee shall receive time off from their work assignment for the time of the grievance meeting or hearing plus reasonable travel time. The grievant must inform the Personnel Director whether they will be represented at any meeting regarding the grievance, along with the identity of the representative, at least forty-eight (48) hours prior to the grievance meeting.

F. Timeliness and Waiver of Grievance

1. Failure by the grievant to appeal their grievance to the next step within the specified time limits of this rule shall constitute a waiver of the right to pursue the grievance further, unless the City has granted an extension of time to a definite date. Failure by the City to respond to the grievance within any of the specified time lines shall entitle the grievant to appeal to the next level of review.
2. Additionally, failure on the part of an employee or their representative to appear for any scheduled meeting without notification may, in the City's discretion, result in the City's denial of the grievance.
3. Timeframes under the grievance procedure may be extended with mutual written agreement by the employee or their representative and the Personnel Director.

G. No Retaliation

Employees shall not be penalized or retaliated against in any way for good faith use of the grievance procedures or testifying as a witness in a grievance proceeding.