



**City of Calistoga
Personnel Rules & Regulations Manual**

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Section 1. Introduction and General Provisions

1.01 Purpose. This manual is designed to outline the benefits, rules, and general personnel policies that govern employment with the City of Calistoga ("City"). The City has established a personnel management system consistent with the following merit system principles:

- A. Institute equitable and uniform procedures for managing personnel matters;
- B. Attract the most competent workforce available to municipal service;
- C. Ensure that appointment and advancement of employees are based on merit and ability;
and
- D. Provide reasonable job security for merit system employees.

Unless otherwise expressly specified herein, the rules, policies and procedures contained in this manual supersede any and all previously issued City policies, procedures, or rules related to matters discussed herein.

Circumstances will require that rules, policies, procedures, and benefits described in this manual change from time to time. Consequently, the City reserves the right to amend, supplement, or rescind any provisions of this manual subject to any meet and confer obligations under the Meyers-Milias-Brown Act ("MMBA"), Government Code section 3500 et seq.

Nothing in this manual shall be deemed to supersede applicable State or Federal law or administrative regulations.

1.02 Authority. The City Council of the City has approved the provisions of this manual. The City Council must approve all additions, amendments and revisions to the personnel policies and procedures contained in this manual.

1.03 Administration. These personnel rules do not preclude the City Manager (or designee) from developing and administering supplemental departmental rules or policies as long as they do not conflict with these rules, other Council resolutions and ordinances, or existing laws.

Furthermore, the City Manager is responsible for implementing, administering, and ensuring compliance with the provisions of this manual. In the event any provision of this manual needs clarification, the City Manager may issue administrative instructions clarifying the intent of said provision as adopted by the City Council.

If there is any conflict between this manual and any department policies and procedures, the policies and procedures contained in this manual and any Memorandum of Understanding between the City and a Recognized Employee Organization, the provisions contained in the Memorandum of Understanding shall take precedence.

1.04 Conflicting Rules

- A. If there is any conflict between items stated in a provision of these Rules and an applicable adopted Memorandum of Understanding between the City and a Recognized Employee Organization, the conflicting provisions contained in the Memorandum of Understanding shall prevail.
- B. If there is any conflict between items stated in a provision of these Rules and separate policies and procedures or past practices not contained in any Memorandum of Understanding, the provisions contained in these Rules shall prevail.
- C. This manual is subject to all current and future applicable federal, state and local laws and regulations. If any part or provision of this manual is in conflict or inconsistent with such applicable provisions of federal, state or local laws or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such parts or provisions shall be suspended or superseded by such applicable law or regulations, and the remainder of the manual shall not be affected thereby.

1.05 Duties of the Personnel Officer

The Personnel Officer of the City is the City Manager. The City Manager may delegate any personnel powers or duties to another employee of the City, or may recommend to the City Council that certain personnel powers or duties be performed under contract by a qualified individual or firm. The City Manager may:

- A. Prepare and recommend to the City Council, personnel rules and revisions thereto.
- B. Administer the provisions of the City's merit system not specifically reserved to the City Council.
- C. Appoint all department directors and employees of the City, except the City Attorney, provided that the City Manager may delegate to any other department director or employee the authority to hire or discharge any employees.
- D. The City Manager may, at his or her discretion, delegate any duties, rights and responsibilities assigned in this manual as he or she may deem appropriate and necessary.

1.06 Application of Personnel Rules

The provisions of these Personnel Rules shall apply to all merit system employees. Except as described below, these Rules do not apply to the following employees or officials:

- A. Elected or appointed City Council Members.
- B. Members of appointive boards, commissions, committees and agencies (unless they are also regular City employees).

- C. City Manager and Department Directors employed at-will under an individual employment agreement.
- D. City Attorney.
- E. Persons engaged under professional services agreement to supply expert professional, technical or other services (e.g., contractors or consultants).
- F. Volunteer personnel (who are not also regular City employees).
- G. Emergency employees who are hired to meet the immediate requirements of an emergency condition which threatens life or property, such as extraordinary fire, flood, or earthquake.
- H. Temporary employees hired to fill a full-time or part-time position for a limited period of time or on a seasonal basis.
- I. Part-time employees employed at-will (or not represented by an exclusive representative).
- J. Project employees hired for a specific project, special assignment, or limited term.
- K. The provisions of Section 3 of these Rules (Policies Governing Employment and Working Conditions) and any corresponding Appendices apply to all employees and officials of the City regardless of whether the individual is included in one of the ten (10) groups listed above or in the merit system.

1.07 Distribution of Manual. All employees shall receive, or be provided access to, a copy of this manual when they are hired. The manual may be updated from time to time and be redistributed, and available on the City's shared drive or intranet. The City may request and require employees to timely acknowledge receipt of the manual and any subsequent amendments. Each employee is required to sign a statement of receipt acknowledging that: a) he or she has received a copy, or has been provided access to the manual; and b) understand that he or she is responsible to read and become familiar with the contents and any revisions to the manual.

Section 2. Definition of Terms

The following definitions shall apply throughout this manual unless the context requires another meaning.

2.01 Acting Appointment: The appointment for a limited period of a person who is already a probationary or regular employee to a position in a hirer class for which there is no employment list, or which a temporarily vacancy due to a suspension, demotion, termination, or authorized leave of absence.

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

- 2.03 Allocation:** The assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.
- 2.04 Anniversary Date:** The anniversary of the date of the employee's initial date of hire and/or subsequent appointment date to a different position and on which the employee establishes eligibility for salary advancement consideration and performance evaluations.
- 2.05 Applicant:** A person who has filed an application for employment with the City.
- 2.06 Appointing Authority:** The City Manager or his/her designee, who has the final authority to appoint or remove a person to or from a position of employment with the City service. The City Council is the appointing authority for the City Manager and City Council.
- 2.07 Appointment:** The offer and acceptance by a person of a position in City service through selection, either on a regular or at-will basis. The appointment date is the first day of paid work in the position.
- 2.08 At-Will:** An at-will employee is one who serves at the pleasure of the Appointing Authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. At-will employees include any of the following:
- A. City Manager
 - B. City Attorney
 - C. Department Directors
 - D. Any contract employee employed under an individual employment contract
 - E. Emergency employees
 - F. Project employees
 - G. Employees designed as temporary, seasonal, extra-help, or limited term
 - H. Part-time employees (non-represented)
 - I. Volunteer personnel
 - J. Employees serving an initial probationary period
- 2.09 Candidate:** An applicant who fulfills the requirements for a given position; who has successfully completed the required examination(s) for such a classification; and whose name has been placed on an Eligibility list.
- 2.10 City:** The City of Calistoga.
- 2.11 City Council:** The City Council of Calistoga.

- 2.12 City Manager:** The City Manager of Calistoga.
- 2.13 Class or Classification:** A group of positions with sufficiently similar duties, responsibilities, authority, and minimum qualifications for employment to permit combination under a common title and equitable application of common standards of selection, concentration, transfer, and promotion.
- 2.14 Classification Series or Class Series:** A group of two or more job classes that are closely related in duties and where the differences involve require education and experience, complexity, degree of responsibility and other similar factors. A class series typically includes, entry, journey, and/or advanced journey level classes.
- 2.15 Code:** The Municipal Code of the City of Calistoga, California, being the systematic compilation of effective Ordinances of the City.
- 2.16 Compensating Time Off of “Comp Time”:** Time off from work in lieu of monetary payment for overtime work.
- 2.17 Contract Employee:** An employee hired by written agreement with the City for a specific term and under conditions wholly contained with the employment agreement. The City Manager and certain department directors are contract employees.
- 2.18 Day:** Calendar day unless otherwise specified as a working day.
- 2.19 Demotion:** The voluntary or involuntary change in status of a regular employee from a position in one class to another class having a lower maximum rate of pay.
- 2.20 Department Director:** The individual who is designated the administrative head of a department and acts as the Appointing Authority for employees within his or her department.
- 2.21 Discharge or Dismissal:** The involuntary separation of an employee from City service by the Appointing Authority.
- 2.22 Eligibility List:** A list of names of persons qualified for employment in a classification.
- 2.23 Emergency Appointment:** An employee hired for the period of an emergency. An emergency employee serves at-will.
- 2.24 Employee:** An individual who is legally employed by the City and is compensated through the City payroll. An employee may be an at-will or regular employee, as those terms are defined herein.
- 2.25 Examination:** The process of measuring and evaluating the relative ability and fitness of applicants by job-related testing procedures.
- 2.26 Exempt Employees:** This category includes all employees who the City has classified as exempt from the overtime provisions of the Federal Fair Labor Standards Act (“FLSA”) and applicable State laws.

- 2.27 Layoff:** Involuntary separation from employment for non-disciplinary reasons including, but not limited to, lack of funds for work, abolition of position, reorganization, or the reduction or elimination of service levels.
- 2.28 Merit Pay Increase.** An increase in pay established in the salary plan which may be granted to an employee for meritorious service and completion of prescribed periods of employment in the class. All step increases are merit increases and must be approved by both the employee's Department Director and the City Manager.
- 2.29 Minimum Qualifications:** The lowest acceptable degree of skill, education, abilities, experience, and personal and physical characteristics which are prescribed for the selection of a candidate to fill a position vacancy.
- 2.30 Oral Examination:** A competitive examination administered orally.
- 2.31 Oral Interview:** That part of an examination conducted by a competent interview or interview panel or board to evaluate the job candidate's education, experience, and general qualifications pertinent to the position for which examined.
- 2.32 Overtime:** Unless otherwise specified by a MOU, all hours an overtime-eligible employee (excluding police and fire employees subject to a FLSA 7(k) exemption) works over forty (40) hours in the employee's designated work week. Unless specified by a MOU, the FLSA 7(k) exemption for fire safety employees is 106 hours worked during a fourteen (14) days consecutive work period. Unless specified by a MOU, the FLSA 7(k) exemption for police safety employees is 86 hours worked during a fourteen (14) day consecutive work period. Only actual hours worked will be counted toward the overtime threshold for purposes of calculating Fair Labor Standards Act (FLSA) overtime pay; paid leave will not be counted.
- 2.33 Overtime Eligible Employees:** Employees who are covered by the wage and hour provisions of the FLSA. Except for police and fire employees, or unless otherwise specified by a MOU, employees in this category are entitled to overtime pay for work in excess of forty (40) in a work period.
- 2.34 Overtime Pay:** Payment made to an overtime-eligible employee for hours worked in excess of amounts in a designated worked period as specified by FLSA or as specified in any applicable Memorandum of Understanding.
- 2.35 Paid Status:** Paid status means scheduled work hours, sick leave, vacation, holidays, and comp time. Employees are not in paid status when on leave without pay or off work and being paid benefits by a third party (e.g., short term or long-term disability benefits, workers' compensation temporary disability benefits (excluding Labor Code §4850), or Paid Family Leave benefits.
- 2.36 Part-Time Position:** A position having a work week of fewer hours than the full work week established for a full-time position. Unless otherwise specified in a Memorandum of Understanding, a part-time position is at will and may be separated at any time, without cause, and without right to any appeal or grievance.

- 2.37 Personnel Officer:** The Personnel Officer of the City is the City Manager and is responsible for recruiting, examination, and other personnel and related matters, whether or not described in this manual.
- 2.38 Position:** A job with a combination of regularly assigned duties and responsibilities requiring the full-time employment of one individual.
- 2.39 Position Classification Plan:** A compilation of the title, definition, and scope of duties for each class officially adopted and currently active within City service.
- 2.40 Probationary Employees:** An employee who is serving a probationary period at either: the outset of initial employment with the City; or at the outset of a promotion to a higher class. During the initial probationary period, a probationary employee serves at the pleasure of the Appointing Authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. A probationary employee serving in the initial probationary period is an at-will employee.
- 2.41 Probationary Period:** A working test period or trial basis that is part of the selection process and during which an employee is required to demonstrate to the City's satisfaction his/her actual performance of job duties and qualifications for the position to which he/she has been appointed.
- 2.42 Promotion:** The movement of an employee from a position in one class to another position having higher minimum qualifications and a higher maximum rate of pay. General salary adjustments are not considered promotions.
- 2.43 Promotional Probationary Period:** The first twelve (12) months (or a longer period as determined by the City Manager) of an employee's service in a promotional position.
- 2.44 Reclassification:** The movement of an employee from a position in one class to a position in other class as a result of the City's determination that the duties and requirements of the employee's position have significantly changed over time and are inconsistent with the assigned classification. Reclassification may be to a position at a higher, lower, or lateral level. Such action shall not be construed as a promotion or demotion and may be subject to the meet and confer process where required under the MMBA.
- 2.45 Reemployment List:** A list of persons who have been laid off from City service and who, in accordance with these rules and regulations, are entitled to consideration for appointment to vacancies in the class without further examination for up to one year from the date of layoff.
- 2.46 Regular Employees:** A regular employee is one who has satisfactorily completed the initial probationary period and cannot be discipline except when the City has cause to do so. A regular employee has a property right in continued employment, and has the right to pre- and post-disciplinary procedural due process and an evidentiary appeal for certain types of disciplinary actions that result in a significant deprivation of property. At-will employees are not regular employees.
- 2.47 Resignation:** The voluntary termination of employment by any employee.

- 2.48 Suspension:** The temporary removal of an employee from service, without pay, for cause and for a specified period of time.
- 2.49 Temporary Appointment:** The appointment to any position in City service for which no Eligibility List exists, or appointment to a Temporary Position.
- 2.50 Temporary/Seasonal Position:** A position that may be of a full-or-part-time nature but the duties of which are not permanent in nature. Such Employees shall not earn vacation and shall not be eligible for benefits unless otherwise required by law. Employees filling temporary positions do not acquire regular status and may be dismissed by the Appointing Authority without cause or right of appeal.
- 2.51 Temporary Employees:** Temporary Employees are hired on a full-time or part-time basis for a specified period of time, usually of limited duration, to handle special projects, abnormal workloads, emergencies, and to cover for employees on vacation or other leaves of absence. Employees in this category may also be called Seasonal Employees. Temporary/seasonal employees do not acquire regular status and may be dismissed by the Appointing Authority without cause or right of appeal.
- 2.52 Termination:** Involuntary separation of an Employee from employment.
- 2.53 Transfer:** A change from one position to another in the same or comparable class.
- 2.54 "Y-rating":** The process by which an employee's salary is not decreased when either: 1) the employee is reassigned to a classification with a lower range on the salary schedule; or 2) the salary range for the employee's classification is set to a lower range on the salary schedule. Y-rating will automatically end once future increases bring the employee's new salary range up to a level where the employee's Y-rated salary falls within the new salary range. "Y-rating" is recommended by the Department Director and subject to the approval of the City Manager.

Section 3. Policies Governing Employment and Working Conditions

- 3.01 Equal Employment Opportunity.** The City affords equal employment opportunity to all qualified employees, officers, officials, contractors, applicants and unpaid interns as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. The City prohibits discrimination against employees, officers, officials, contractors, applicants for employment, unpaid interns, or volunteers on the basis of race, religious creed, color, sex (including gender, gender identity, gender expression, transgender, pregnancy and breastfeeding), national origin, ancestry, disability (mental or physical), medical condition, genetic characteristics or information, marital status, age (40 or over), sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran status, or any other basis protected by law. Employees, applicants, unpaid interns, volunteers, officers, officials or contractors who believe they have experienced any form of employment discrimination are encouraged to report this immediately using the complaint procedure provided in the City's Policy and Complaint Procedure Against Harassment, Discrimination, and Retaliation, or by contacting the U.S. Equal Employment Opportunity Commission, or the California Department of Fair Employment and Housing.

3.02 Policy and Complaint Procedure Against Harassment, Discrimination, and Retaliation

The City has adopted a Policy and Complaint Procedure Against Harassment, Discrimination and Retaliation. The purpose of this Policy is to: establish a strong commitment to prohibit and prevent discrimination, harassment and retaliation in employment; to define those terms; and to set forth a procedure for investigating and resolving internal complaints. The City encourages all covered individuals to report – as soon as possible – any conduct that is believed to violate this Policy.

3.03 Outside Employment

A. An employee shall not engage in any paid or self-employment, activity, or enterprise which is inconsistent, incompatible or in conflict with his or her City duties, functions, responsibilities, or that of the department in which he or she is employed at the City. In order to avoid perceived or actual conflicts of interest that may arise from outside employment, all employees must obtain written approval from their Department Director and the City Manager prior to undertaking any outside employment as described in this Policy. (Gov. Code §1126(a).) No City manager may engage in outside employment.

B. Prohibited Outside Activities

An employee's outside employment, activity, or enterprise may be prohibited if it:

1. Involves the use for private gain or advantage of City time, facilities, equipment, and supplies, or the badge, uniform, prestige, or influence of the City or employment at the City.
2. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee would be required or expected to render in the regular course or hours of his/her City employment or as party of his or her duties as a City employee.
3. Involves the performance of an act in other than his/her capacity as a City employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee or the department by which he/she is employed; or
4. Involves time demands that would render the employee's performance of his or her regular City employment less efficient, or otherwise conflicts with the employee's work schedule, duties and responsibilities at the City.

C. Self-employment is considered outside employment and must meet the same conditions as other outside employment, with the addition of the restriction that the employment does not involve ownership of a private business that is incompatible with the employee's position with the City.

- D. A Department Director may, with approval of the City Manager, implement more restrictive measures subject to any obligations the City has under the Meyers-Milias-Brown Act (“MMBA”), Government Code section 3500 et seq.

3.04 Conflicts of Interest

- A. No official or employee shall accept a fee, compensation, gift, payment or expenses or any other thing of monetary value in any circumstances in which acceptance may result in or create the appears of any one or more of the following:
 - 1. Use of public office and/or employment for personal or private gain.
 - 2. Preferential treatment of any person.
 - 3. Loss of complete independence or impartiality.
 - 4. Making a City decision outside of official channels.
 - 5. Reduction of public confidence in the integrity of City government and/or its employees.
 - 6. Impeding government efficiency or economy.
- B. It is the employee’s responsibility to disclose and report all potential conflict of interest situations to his/her Department Director or the City Manager.
- C. Nothing in this section prohibits an employee from consuming or accepting edible food products of a de-minimums value (\$25.00) when made accessible to all City Employees.

3.05 Employment of Relatives

- A. Policy. The City regulates the employment and placement of relatives, spouses, and domestic partners so as to avoid conflicts of interest and to promote safety, security, supervision, and morale.
- B. Definitions:
 - 1. “Relative” means child, step-child, parent, grandparent, grandchild, sibling, half-sibling, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.
 - 2. “Spouse” means one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by California law. (Fam. Code ¶297 & 300.)
 - 3. “Supervisory relationship” means one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to his or her City employment.
- C. Employment of Relatives

The City will not appoint, promote or transfer a person to a position within the same department, division, or facility in which the person's relative already holds a position, if any of the following would result:

1. A direct or indirect supervisory relationship between the relatives;
2. The two persons having job duties which require performance of shared duties on the same or related work assignment;
3. Both employees having the same supervisor; or
4. A potential for creating an adverse impact on supervision, safety, security, morale or efficiency.

D. Spouse or Domestic Partners

The City will not appoint, promote or transfer a person, to the same department, division, or facility in which the person's spouse or register domestic partner already holds a position, if such employment would result in any of the following:

1. One spouse or domestic partner being under the direct supervision of the other spouse or domestic partner; or
2. Potential conflicts of interest or hazards for married persons or those in domestic partnership which are greater than for those who are not married or in domestic partnerships.

E. Marriage or Domestic Partnership After Employment

1. Transfer: If two City employees who work in the same department later become spouses or domestic partners, the City Manager, or designee, has discretion to transfer one of the employees to a similar position in another department. Although the wishes of the two employees will be considered, the City Manager, or designee, retains sole discretion to determine which employee will be transferred based upon the City's needs for supervision, safety, security or morale. Any such transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.
2. Separation: If continued employment of both employees, who work in the same department and who later become spouses or domestic partners, cannot be accommodated in a manner by the City Manager, or designee, finds to be consistent with the City's interest in the promotion of supervision, safety, security, or morale, then the City Manager, or designee, retains sole discretion to separate one employee from City employment. Absent the resignation of one employee, the less senior employee will be separated. Any such separation is not considered to be disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.

3.06 Political Activity

- A. City employees and officials are prohibited from engaging in political activity during working hours or on City property. (Gov. Code §3207.)
- B. No City employee or official shall participate in political activities of any kind while in a City uniform or other City-issued clothing. (Gov. Code §3206.)
- C. No City employee or official may use public agency funds or resources to advocate a partisan position or otherwise use public agency funds or resources to support his or her personal political activities. (Gov. Code §54964.)

3.07 Drug and Alcohol-Free Workplace Policy

A. Purpose

The purpose of this Policy is to promote a drug and alcohol-free workplace and to eliminate drug and alcohol-related inefficiencies and risks. This Policy applies to all City employees, whether they are on City property, or they are performing City-related business elsewhere, except as this Policy is superseded by a memorandum of understanding or federally mandated drug and alcohol policies. Compliance with this Policy is a condition of employment.

Disciplinary action will be taken against those who violate this Policy. As further described in the City's Drug and Alcohol-Free Workplace Policy, violations of this policy upon which disciplinary action will be taken, include:

1. The manufacture, distribution, sale, dispensation, possession, or use of any controlled substance in either City workplaces or wherever City business is performed. (41 USC §§8355(a)(1).)
2. Working or being subject to call in if impaired by alcohol or any controlled substance.
3. An employee's failure to notify his/her Department Director before beginning work when taking medications or drugs which could interfere with the safe and effective performance of duties or operation of the City.
4. An employee's failure to notify the Personnel Officer or designee of any criminal conviction for a drug violation that occurred in the workplace within five days after such conviction. (41 USC §701-702.)
5. An employee's criminal conviction for a drug violation that occurred in the workplace.

B. Employee Assistance Program

The City provides an employee assistance program which offers counseling and treatment of drug- or alcohol-related problems. The employee assistance provider has

information about: (a) the dangers of drug or alcohol abuse in the workplace; (b) the penalties that may be imposed for drug or alcohol abuse violations; (c) the City's Policy of maintaining a drug- and alcohol free workplace; and (d) any available drug or alcohol counseling, rehabilitation or employee assistance program.

Section 4. Employment and Promotion

4.01 Application Filing.

- A. All applications for City employment shall be made upon official forms furnished by the City and filed to a designed address (electronic or physical) on or before the final filing date specified in the job announcement.
- B. Job applications shall require information describing an individual's training, experience, and other pertinent information as deemed necessary to assess qualifications for the job. Applicants may be required to provide supplemental information, including but not limited to: answers to job-related questions; resume; licenses; certifications; diplomas; letters of recommendations; and references. All applications must be completed in full and signed, physically or electronically, by the person applying. The Personnel Officer or designee will not process any application which is not fully completed and signed. Should an applicant be appointed to a position, the application and any supplemental information shall become a part of the individual's permanent employment records.
- C. A separate and complete application for each recruitment must be filed unless specified otherwise in the job announcement.

4.02 Acceptance of Applications. Applications for employment with the City shall not be accepted until a recruitment for a specific position(s) sought has been announced. Applications for temporary appointments and for employment in a temporary capacity pending examinations may be filed as determined by the City Manager or in accordance with the provisions of these rules.

4.03 Verification of Information. The City may require applicants to provide certified copies of affidavits relating to receipt of any diploma, license, or any other accreditation or certification required to meet the requirements.

4.04 Disqualification of Applicants. The City may reject any application which: is not properly completed or incomplete, received after the application deadline, indicates that the applicant does not meet the minimum qualifications for the position, has made any false statement of any material fact, has attempted to practice deception or fraud in the application or selection process, or for any material cause, which in the judgment of the Personnel Officer or designee, would render the applicant unsuitable for the position, including a prior resignation or termination of employment with the City. A defective or incomplete application may be rejected or, in the City's discretion, be returned to the applicant for correction.

4.05 Nature of Examinations. The purpose of examinations shall be to determine the merit and fitness of each applicant. Vacancies may be filled by either an open competitive or promotional recruitment and selection process. All examinations shall be competitive and

impartial, and shall be suitable to test fairly the relative capacities of the persons examined to perform the duties of the position to which they seek employment.

An applicant with a disability may request accommodation in an examination process. Following receipt of a request for accommodation, the Personnel Officer, or designee, may require additional information, such as reasonable documentation of the existence of a disability. (2 Cal. Code Regs. §11069(c)(2).)

4.06 Scheduling and Preparing Examinations. The Personnel Officer shall determine the type of examination and the length of the recruitment period for all examinations. The Personnel Officer shall authorize the preparation of all examinations and may call upon qualified persons or companies to prepare and/or grade examinations.

4.07 Character of Examinations.

- A. Examinations may consist of: written tests; oral tests; performance tests; evaluation of prior training and performance, experience and/or education; interviews; working style assessments; practical exercises; file review; or any combination thereof. The content of all examinations will be job-related and designed to test knowledge, skills or abilities that help predict successful completion of job duties.
- B. Promotional examinations may include performance reviews, records of conduct, or any other generally accepted qualifications deemed necessary or reliable in determining the merit and fitness of each applicant.
- C. The content of all examinations will be kept confidential prior to the administration of the examination.
- D. Applicants who meet the minimum qualifications and pass all examinations may be subject to a background and/or reference checks.

4.08 Job Announcements. The Personnel Officer, or designee, will prepare a job announcement to announce a proposed recruitment. The announcement may be posted on the City's website and other locations the Personnel Officer deems appropriate, depending upon whether the recruitment is open to the public or current employees only. The announcement will include: The title and rate of pay for the position to be filled;

- B. The nature of the work to be performed and essential job duties of the position;
- C. Minimum qualifications required, including whether the job is a promotional position;
- D. A statement of the employment status of the position: for cause or at-will;
- E. Method of securing application forms and final dates on which applications will be accepted;
- F. The time, place, and type of the examination, if known, and if a medical examination, and/or a drug screen will be required following a conditional job offer of employment; and

G. Any other information as deemed in the discretion of the Personnel Officer.

The need for further publicity and/or distribution of the announcements will be determined by the Personnel Officer.

4.09 Types of Examinations. Examinations shall be of the following type:

- A. **Open Examination:** An examination which is open to all persons meeting the qualifications for the class.
- B. **Promotional Examination:** An examination which is limited to regular and probationary employees of the City who meet the qualifications for the class.

4.10 Eligibility Lists Established. Upon completion of an open or promotional examination for a classification, the Personnel Officer shall have prepared an Eligibility List consisting of the names of candidates who passed the examination, in the numerical order in which they have been rated, giving their ratings and any other data deemed pertinent for hiring. Ratings and the order of ratings shall remain confidential, and the City will not disclose this information to any individual. Eligibility Lists shall remain in effect as long as there are applicants available which are of interest to the City.

4.11 Appointments

- A. The Personnel Officer will make all appointments except for those classifications that report to the governing body. The Personnel Officer has discretion to decide in what manner a vacancy shall be filled. Vacancies may be filled by reinstatement, promotion, transfer, demotion, appointment of temporary/seasonal employees, or from an appropriate eligibility list if available. No specific list shall have priority over other lists. The City Council will make appointments for those classifications that report to it.
- B. When a position is to be filled from a promotional or open eligibility list, the Personnel Officer may choose from the specified list one of the top three candidates on the eligibility list. If no person among the top three candidates indicates a willingness to accept the appointment, the Personnel Officer may make the appointment from among the remaining names on the eligibility list, may request a new examination and establish a new eligibility list, or may fill the position by any other method authorized by these Policies.
- C. Appointment to certain positions may be made contingent upon the applicant/employee passing a drug and alcohol test, and/or a job-related medical and/or psychological examination. Such examination shall only be required after a conditional offer of employment has been made.
- D. The person accepting appointment shall report to the Personnel Officer or designee on the date designed by the Personnel Officer. Otherwise, the applicant shall be deemed to have declined the appointment.

4.12 Removal Upon Appointment.

- A. The name of a person who accepts an appointment to a position shall be removed from the Eligibility List for such position.
- B. A person placed on an eligibility list shall be removed from the list if he or she so requests in writing or fails to respond to notification of an opening within five working days after notification. It is the responsibility of the eligible person to keep the Personnel Officer informed of his or her current physical or email address, or phone number.

4.13 Minimum Age Required. All persons who are selected for regular or probationary full-time employment by the City must be at least eighteen (18) years of age. Employees may be asked to provide proof that they are at least eighteen (18) years of age at any time.

4.14 Legal Authority to Work. Each person selected for employment by the City must attest to his or her legal authority to work and identify such on an I-9 Form provided by the Federal government. Subject to limited exceptions, this verification must be completed within three (3) working days of the date of hire. The City may terminate employment if the employee is unable to provide acceptable documentation.

4.15 Pre-Employment Inquiries

- A. **Conviction History.** After receipt of a conditional offer of employment, and before beginning his or her first day of employment, an applicant may be subject to a criminal conviction inquiry, through which the Personnel Officer may seek information about the applicant's prior criminal convictions, except for misdemeanor marijuana-related convictions that are over two years old, or convictions that have been judicially sealed, eradicated, or expunged. Unless required by law, the City will not deny employment to any applicant solely because they have been convicted of a crime. The City may, however, consider the nature, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position. This policy does not apply to applicants for public safety jobs.
- B. **Medical Examination.** After receipt of a conditional job offer and before beginning his or her first day of employment, an applicant may be required to complete a pre-employment health questionnaire and may take a pre-employment medical examination. The medical examination is provided by the City at its sole expense. Sworn police and fire personnel will be subject to additional requirements as determined by their respective departments.

4.16 Re-employment – Medical Examination. Employees who are rehired following separation from City service shall be required to complete the medical examination process, as defined above. However, this requirement does not apply to non-safety employees who are re-hired within six months of separation.

4.17 Re-employment – Benefits. Rehired employees are considered new employees from the effective date of their re-employment for all purposes, including the calculation of benefit levels.

Section 5. Transfers and Assignments

5.01 Administrative Transfers

- A. **Authorization to Transfer.** The City Manager may authorize the transfer of an employee from one position in a department to another position of the same or comparable classification in another department. Any employee transferred to a different position shall possess the minimum qualifications for the position.
- B. **Reassignment within Department.** The Department Director may reassign an employee to another position in the same classification in the same department at any time.

5.02 Employee Transfer Requests

- A. A regular, full-time employee who wishes to be considered for an open position within his or her present department must discuss the request directly with his or her Department Director.
- B. If the open position is in another department, the employee must complete a transfer request form and file it with the Personnel Officer. Employees will be considered for interdepartmental transfers only if the following conditions are met:
 - 1. The employee must have satisfactorily completed probation;
 - 2. The employee's performance in his or her current position must be satisfactory or better;
 - 3. The employee must meet the minimum qualifications for the position to which the transfer is requested; and
 - 4. The employee's request must be approved by the Personnel Officer.
- C. The employee's salary anniversary date shall not change upon transfer under this subsection.

5.03 Out-of-Class Assignment

- A. An out-of-class assignment is a temporary assignment of a regular employee to an established position at a higher salary range where an employee is assigned and actually performs the duties of the higher class. The City Manager or designee may assign a regular employee to work an out-of-class assignment when the higher class a position is vacant or when an incumbent employee is absent for more than five (5) days for reasons other than vacation. Such an assignment shall be temporary and shall terminate within the discretion of the City Manager, when the position is filled permanently, when the incumbent employee returns to work, or when the temporary assignment is discontinued for any reason. Out-of-class assignments shall not exceed a period of nine hundred sixty (960) hours per fiscal year, unless an extension pursuant to Government Code §20480 is approved by the City Manager.

- B. **Authorization.** An out-of-class assignment shall be recommended by the Department Director and approved by the City Manager prior to being effective.
- C. **Minimum Qualifications.** A regular employee in an out-of-class assignment must meet all the minimum qualifications of the higher classification, but need not be qualified by examination or have standing on an Eligibility List.
- D. **Compensation.** An regular employee in an out-of-class assignment at an established position at a higher salary range shall receive a higher salary if performing the duties thereof for a period exceeding five (5) consecutive work days, as follows: the employee shall receive a one-step increase within the employee's current salary range or be placed on the higher class's salary range that provides for a one-step adjustment, whichever is higher. Benefits of the higher classification are not available and the employee will continue to receive the same benefits of the employee's regular position, and will not be entitled to, nor receive, any additional benefits provided to the position at the higher salary range. Upon removal from the out-of-class assignment, the employee will no longer receive out-of-class or acting pay.

Section 6. Probationary Period

- 6.01 **Objective.** The probationary period shall be regarded as a part of the selection process and shall be utilized for the purpose of determining the employee's ability to perform satisfactorily the duties prescribed for the position and determining the employee's ability to work with other employees.
- 6.02 **Length of Probation.** All initial and promotional appointments shall be tentative and subject to a probationary period of actual and continuous City service. The probationary period shall not include time served under any temporary appointment. The length of the initial probationary period for all merit-system employees (including police and fire) shall be twelve (12) months following appointment.

The City Manager may establish probationary periods of longer term by class, by department, or City-wide. Such longer term probationary periods shall be based on the need to adequately assess an employee's on-the-job performance following the completion of an orientation and/or a training period.

- 6.03 **Extension of Probation.** The probationary period of an individual employee may be extended by the City Manager, upon the request of the Department Director, to include the Department Director's rationale for such extension (e.g., employee's absence(s) from work, less than satisfactory performance in an aspect of the employee's position). A probationary period may be extended up to an additional six (6) months. Approval of such an extension by the City Manager shall be in writing with notification to the employee involved prior to the end of the probationary period.
- 6.04 **Released or Rejected During Initial Probation.** During the initial probationary period, an employee may be released or rejected at any time as recommended by the Department Director without cause or reason or notice, except as noted below. A released probationary employee has no right to appeal or to submit a grievance. The Department Director shall notify the City Manager in writing of his or recommendation to reject an employee during

probation. Upon approval from the City Manager or designee, the Department Director shall notify the probationary employee of his or her release.

The released probationary employee may have right to a name-clearing or liberty interest non-evidentiary hearing if the former employee articulates the reason(s) for his or her release from employment is due to charges of misconduct which might stigmatize his or her reputation, or seriously impair his or her opportunity to earn a living, or which seriously damage his or her standing or association in his or her community. The released probationary employee must file a request for a name-clearing or liberty hearing within seven (7) calendar days of his or her employment release and include the rationale or reasoning for said requested hearing.

- 6.05 Rejection Following Promotion.** An employee rejected during the promotional probationary period following a promotional appointment shall be reinstated to a position in the former classification from which the employee was promoted. However, if the cause for not passing probation was sufficient grounds for termination, the employee shall be subject to termination without reinstatement to the lower position. Such termination shall be subject to the Discipline Procedures as contained in this manual.
- 6.06 Promotion During Probation.** While serving a probationary period, an employee may be promoted to a position in a higher class provided the employee is certified from the appropriate Eligibility List in accordance with these rules. If an employee is promoted during a probationary period, the employee shall serve a new complete probationary period for the new class beginning with the date of appointment to the new class.
- 6.07 Leave During Probation.** An initial or promotional probationary period is automatically extended by the length of any absence of five (5) work days or more.
- 6.08 Completion of Probationary Period.** Probationary employees shall be evaluated during their probationary period, minimally at the approximate mid-point of the probationary period or at different intervals as determined by the City Manager. Prior to the completion of the probationary period, the employee's immediate supervisor shall complete, and the Department Director shall review and approve, the employee's performance evaluation to ascertain whether the probationary employee is satisfactorily performing duties during probation, such that they may become a regular employee of the City.
- 6.09 At-Will Employees.** The provisions of this article shall not apply to any at-will employees, including Department Directors, part-time employees, or temporary/seasonal employees. At-will employees serve at the pleasure of the Appointing Authority.

Section 7. Classification Plan

- 7.01 Purpose.** The purpose of the classification plan is to provide a complete and continuous inventory of all classifications in the City service and to provide accurate descriptions and specifications for each class. Positions having similar duties and responsibilities shall be classified and compensated on a uniform basis.
- 7.02 Composition.** The classification plan shall consist of groupings of positions by classifications which are approximately equal in difficulty and responsibility, consisting of the same general

qualifications and which can be compensated with the same range of pay for similar working conditions. Classes shall be arranged in series whenever possible.

7.03 Content of Class Specifications. Each class specification shall include the title, a description of the duties and responsibilities of the work, and a statement of the minimum qualifications required of the person who is to perform the work.

7.04 Use of Class Titles. The class title shall be the official title of every position allocated to the class for the purpose of personnel actions and shall be used on all payrolls, budget estimates, official records, and reports relating to the position. The Department Director may authorize the use of another working title for the purposes of internal administration or in contacts with the public.

7.05 Interpretation and Significance. The class specifications are not to be considered restrictive nor construed as limiting the duties and responsibilities of any position. They neither limit nor modify the authority of any City official to assign duties to, direct, and control the work of employees in the City service. The class specifications are descriptive and explanatory of characteristic duties and responsibilities of positions in a class and, as such, they are to be interpreted in their entirety and in relation to other classes in the classification plan.

7.06 Maintenance of the Plan. The Personnel Officer shall be responsible for the maintenance of the classification plan, and any revisions thereafter. The Personnel Officer may establish or amend classifications, following any obligations under the Meyers-Milias-Brown Act, and may propose for City Council approval the abolishment of a classification, the assignment of a position to a classification, and/or the establishment or amendment of a pay rate to a classification.

7.07 Reclassification. The Personnel Officer shall be responsible for conducting classification studies, or having studies conducted by qualified persons or companies outside City service, of proposed new or existing positions in the City service and/or to determine whether the duties of a position have changed to such an extent that they necessitate reclassification of the position from the existing classification to a more appropriate classification. Examples of triggering events for a study may include the following:

- A. Notified by the City Council that new positions are being authorized.
- B. Notified by the City Manager that new positions are being authorized.
- C. Notified by a Department Director that the duties and responsibilities of a position or group of positions may be improperly classified or have undergone significant change.
- D. Determination of the need for a specific review of positions or group of positions in the City service.

Section 8. Salary Administration and Anniversary Dates

8.01 Anniversary Dates. The City shall use the anniversary date for the purpose of computing leave accrual and seniority for regular and probationary employees.

- A. For a probationary employee, the first Anniversary Date shall occur the first day of the pay period following the completion of one (1) year in a paid status in the position, not including overtime.
- B. For an employee who is promoted or reclassification which involved a salary increase, the first Anniversary Date shall occur the first day of the pay period following the completion of one (1) year in a paid status in the position from the first day on which the Employee was promoted.
- C. For an employee who is demoted, the first Anniversary Date shall be the first day of the pay period following the completion of one (1) year in a paid status from the first day on which the demotion is effective.
- D. The second anniversary date shall be the first day of the pay period following the completion of an additional one (1) year in a paid status and subsequent anniversary dates shall occur at like intervals.

8.02 Anniversary Date Upon Transfer. Anniversary Dates of employees who are transferred to a job classification designated by the same salary range or whose job classification is reclassified at the same salary range shall not be changed.

8.03 Step Advancements. Step advancements are merit increases. An employee must perform the duties of the position in a manner satisfactory to the Department Director to receive a step advancement.

Step Advancements authorized herein shall be made from each step to the next higher step within the limits of the appropriate salary range. Merit step advances shall be made on each Anniversary Date. No advancement shall be made without the written recommendation by the Department Director and approval by the City Manager.

8.04 Salary Upon Initial Appointment. Upon initial appointment with the City, an employee shall be placed in the first step of the salary range. However, if it is not practical or possible to hire qualified personnel at the first step, appointment at a higher step within the range may be authorized by the City Manager.

8.05 Salary Upon Reclassification. Any employee in a job which is reclassified with a different salary range shall be compensated at the step in the new salary range that does not result in a loss of pay. Upon recommendation by the Department Director, and approval by the City Manager, an employee in a position which is reclassified may be placed in a step of the new salary range for the new class which provides for a minimum increase of approximately five (5) percent.

The salary of an employee whose position is reclassified to a classification with a lower salary range and whose salary is above the maximum of the new salary range shall be frozen at the salary of the old classification until the salary range of the new classification is equal to or exceeds the employee's salary. This shall be referred to as "Y-rating" and may remain in effect for up to twenty-four (24) months.

8.06 Salary Upon Promotion. Upon promotion, an employee shall be placed in the first salary step of the range for the new classification. If placement in the first salary step provides for a salary increase that is less than five (5) percent, the employee shall be placed in a salary step in the range for the new classification that provides for at least a five (5) percent increase.

Where an employee is promoted into a classification with a salary range that does not have salary steps, the employee will be placed at the salary range minimum or at a salary within the range that provides for a salary increase of five (5) percent, whichever is greater. A higher salary may be established with the approval of the City Manager.

8.07 Salary Upon Demotion. The salary of an employee who is demoted to a position of a job classification with a lower salary than the job classification from which the employee was demoted shall be reduced to the salary step in the range for the new classification recommended by the Department Head and approved by the City Administrator.

8.08 Salary Upon Transfer. In the case of a transfer of an employee from one position to another in the same salary range, the employee shall continue in the same salary step. In the case of a transfer of an employee from one position to another on a class with a lower salary range, the Employee may be placed in any step in the range where the employee does not receive a pay increase.

8.09 Salary Plan. A Salary Plan shall be authorized by the City Council. This plan shall establish the salary range and salary steps for each position in the City.

Section 9. General Working Conditions

9.01 Work Schedules

- A. The following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of work per day or per week, or of days of work per week.
- B. **Workday:** Except for police and fire personnel, the normal workday shall be eight (8) hours of work in a twenty-four (24) consecutive hour period. The normal workday and work schedule for police and fire personnel is set forth in their respective Memoranda of Understanding.
- C. **Workshift:** Employees shall be scheduled to work on regular workshifts having regular starting and quitting times. Except for emergencies, employees' work shifts shall not be changed without twenty-four (24) hours prior notice to the employee. Neither callout nor overtime constitutes a change in the workshift. Employees are expected to be at their workstation, ready to begin work, at the beginning of their assigned shift, and to notify their supervisor as soon as possible, but no later than fifteen (15) minutes after the beginning of their shift if they expect to be absent or tardy on any given day.
- D. **Workweek:** Except for police and fire personnel, the normal workweek shall be five (5) workdays and two (2) consecutive days of rest in a seven (7) consecutive day period, except in cases of emergencies, or at the specific request of an employee and approval of a Department Director. An employee's workweek may include working on weekends if deemed necessary for proper operation of City facilities and programs as determined by

the City Manager. The normal workweek and work schedule for police and fire personnel is set forth in their respective Memoranda of Understanding. Except as otherwise designated for an employee's specific position, the workweek begins at 12:00AM on Sunday and ends at 11:59PM on Saturday.

- E. **Irregular/Flexible Work Schedules:** The Department Director may authorize work schedules based on the operating needs of the department outside of the normal work schedule.
- F. **Meal Period:** Except for sworn police and fire personnel, a non-compensated meal period of a minimum of thirty (3) minutes and a maximum of sixty (60) minutes will be provided to all full-time overtime eligible employees who work at least an eight-hour work day. Overtime-eligible employees are responsible for taking their meal period at a time designated by the supervisor, which will generally be at or about the mid-point of the employee's workday. Unless otherwise specified herein, the length of the meal period shall be determined by mutual agreement by the employees and director supervisors. If agreement cannot be reached, however, the determination shall be made by the City. Except as otherwise provided herein, employees are entirely relieved of responsibilities and restrictions during their meal period, unless they have agreed, in writing, to work an on-duty meal period which will be treated as paid time. As part of their duties, sworn police and fire personnel are not relieved of responsibilities during meal periods and their activities are restricted. Accordingly, their meal time shall be included as part of their work period.
- G. **Rest Period:** Overtime-eligible employees shall be provided a 15-minute rest period for each four (4) hours worked. The rest period shall be taken at a time designated by the employee's supervisor. Rest periods may not be combined to shorten the work day or to extend the meal period. Rest breaks shall be considered paid work time.
- H. **Emergency Assignments:** Nothing herein shall be construed to limit or restrict the authority of the City to make temporary assignments to different or additional locations, shifts, or duties for the purpose of meeting an emergency. For purposes of this manual, emergency shall mean an unanticipated circumstance which requires an immediate response or an operational change.

9.02 Overtime

- A. All overtime-eligible employees shall receive overtime pay computed at one and one-half their regular rate for all hours worked by the employee in excess of amounts in a designated work period as specified by the FLSA. Work periods for police personnel are specified in the Calistoga Police Officers Association Memorandum of Understanding. The designated work period for fire personnel is a 14-day work period. Overtime hours shall be paid to the nearest quarter hour (15 minute increments) of time worked. Holidays, vacation, sick, compensatory time shall not count as actual hours worked for purposes of computing overtime in a designated work period. Except in case of emergency, overtime must be pre-authorized by the City.

- B. Overtime shall be authorized in writing by the employee's Department Director prior to being performed. An overtime-eligible employee shall not adjust his or her regularly scheduled work hours, without prior authorization from, the appropriate supervisor.
- C. An overtime-eligible employee may opt to accrue compensatory time off (CTO) in lieu of cash payment for overtime worked if his or her supervisor agrees prior to overtime work being performed. CTO accrues at the rate of 1.5 hours for each hour, or fraction thereof, worked after 40 hours of actual work within the miscellaneous or civilian police employee's designated work period, after 171 hours of actual work within the sworn police employee's designated work period, and after 106 hours of actual work within the fire employee's designated work period. Time in paid leave status does not count toward CTO. Accrual rates may differ according to an applicable MOU.

An overtime-eligible employee may accrue and have a maximum current credit of eighty (80) hours of CTO in any fiscal year period of July 1st through June 30th. An over-time eligible employee shall be allowed to carry over a maximum of 40 hours of CTO into the following fiscal year. The remaining CTO accruals shall be cashed out at the employee's current FLSA regular rate of pay (including all FLSA-applicable salary differentials and salary pays) on the first pay day following the end of the fiscal year. Employees separating from City service shall be compensated for all accrued, unused compensatory hours at their current regular rate of pay, or their average FLSA regular rate for the prior three years, whichever is greater.

- D. FLSA-exempt employees are not covered by the overtime provisions and are not eligible for overtime pay.

9.03 Stand-by Duty

- A. Stand-by duty is defined as that circumstance which requires an employee assigned by the City to:
 - 1. Be ready to respond within a thirty (30) minute period to a call for service;
 - 2. Be readily available at all hours by telephone or other agreed upon communication equipment; and
 - 3. Refrain from use of alcohol, illegal drugs and/or activities which might impair his/her assigned duties upon call.
- B. With the approval of the City Manager, a Department Director may assign an employee or employees to stand-by duty.
- C. Should the City call back any full-time employee on stand-by after his or her normal working hours to perform work, the City shall pay the employee time and one-half (1½) for all hours actually worked, but in no event shall employee receive less than a minimum of two (2) hours at time and one half pay regardless of time actually worked as a result of being called back to perform services for the City.

Stand-by shall be mandatory for all qualified personnel.

Stand-by scheduling may be modified by the Department Director to accommodate personnel availability and departmental needs.

Stand-by employees shall receive a minimum compensation for being on stand-by, even when not required to perform work as a result thereof. Such compensation shall be straight-time wages in the amount of one (1) hour per work day, three (3) hours for Friday, and the amount of four (4) hours per weekend day or holiday.

- D. Whenever an employee is called back, the employee shall receive the minimum pay provided above or pay for hours actually worked, whichever is greater. Hours worked shall be calculated beginning at the time the call back is received by the employee and ending when the employee is relieved of duty.
- E. If an employee who was called back to work and has completed his/her assignment and left work is again called back to work, he/she will not receive another minimum if the time of return is within the previous call back minimum.
- F. If an employee who is called back to work is required to work after midnight so that the employee's rest has been significantly affected, the employee shall have sufficient sleep time to avoid safety problems at work on the following day. The length of the sleep time shall be determined mutually between the employee and the employee's supervisor. Such sleep time shall be without loss of pay.

9.04 Shift Differential

When agreed to in an approved MOU, shift differential shall be paid at the agreed-upon rate to compensate for regularly scheduled work during unusual hours that have an adverse effect on the Employee. Hours subject to this compensation will be identified in the appropriate MOU.

9.05 Meal Allowance

- A. If an employee is unexpectedly officially ordered to work at least two (2) hours immediately following his/her normal workday, under conditions that do not allow the employee to go home for a meal, the City shall either provide a meal, or the employee may claim reimbursement for a meal allowance in accordance with the United States Government Administration (GSA) rates for reimbursement for meal within Napa County. Should the employee travel outside of Napa County the meal reimbursement shall be paid at the Per Diem rate according to the GSA for the location.
- B. For the purpose of this provision, "unexpectedly ordered" means the order was given on the same day the employee had to perform the work.
- C. Employees entitled to a meal allowance may not leave the work site to eat unless specifically authorized by their supervisor to do so.

9.06 Tuition Reimbursement

- A. The tuition reimbursement program is intended to:

1. Encourage employees to continue their education in order to meet present and future needs of City service.
 2. Increase effective work performance and employee efficiency.
 3. Facilitate promotion from within.
 4. Attract to City service persons of superior ability and potential for advancement.
- B. Eligible courses.** Courses must relate to the employee's job assignment or be job-oriented, and must be offered by a qualified training institution. In general, qualified training institutions are those colleges or universities which offer accredited coursework transferable to other academic institutions. However, professional skills-building workshops, institutions, or seminars which are not usually transferable will be covered if they provide continuing education units or are offered by an institution recognized by a specialized accrediting body in a professional field. Any other professional training not offered by an accepted accredited or licensed agency must be offered by or under the direction of a recognized professional organization in the applicant's occupational field.
- Training programs, such as workshops, institutes, seminars, and symposia which do not meet the above criteria and which are not intended for academic advancement are not covered under the program. These courses may be attended on City time at the discretion of the Department Director, and at City expense, which is budgeted for and administered by the employee's department.
- C. Courses must be taken on the employee's own time unless otherwise authorized by the Department Director and the City Manager.
 - D. Each employee shall be eligible for a maximum reimbursement each year from said fund, subject to availability of monies remaining in said fund. The individual employee yearly maximum shall be one thousand dollars (\$1,000.00).
 - E. Reimbursement will be made in the following manner:
 1. Prior to enrolling in a course, an employee must secure his or her Department Director's approval that the course work is job-related and submit to the department a proposed estimated expenditure request. If the Department Director denies an employee's request, within five (5) working days of the denial, the employee may appeal the denial to the City Manager.
 2. Upon conclusion of the course work, the employee must submit proof of a "C" or higher, "pass" or other appropriate notice of successful course completion to his/her Department Director along with an expenditure claim for tuition, books, or other required course materials.
 - F. This program is not intended to reimburse expenses that are provided through any other job relate training program for which other reimbursement is provided.

9.07 Mileage Allowance

- A. Employees shall be reimbursed for mileage for the authorized use of their private vehicle on City business at the rate established by the Internal Revenue Service for tax purposes. Employees shall also be reimbursed for parking fees paid while using their vehicle on City business.
- B. An employee who uses his or her automobile for City business must provide proof of the minimum automobile insurance coverage required by the State of California. A current certificate confirming such insurance must be on file with the City.

9.08 Holidays

- A. The City shall recognize the following days as official City holidays. Merit-system employees entitled to paid holidays or floating holidays shall be paid for the number of hours the employee was scheduled to work had it not been a holiday or floating holiday. Normally these employees will receive eight hours of pay for the holiday. Additional pay, if any, may be provided where specified in the applicable Memorandum of Understanding.

HOLIDAY	DAY OBSERVED
New Year's Day	January 1st
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Admissions Day (police & fire only)	September 9th
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Eve	December 23th
Christmas Day	December 25th

- B. If one of the holidays listed above falls on a Sunday, then it shall be observed the following Monday. If one of the holidays above falls on a Saturday, then it shall be observed on the previous Friday.
- C. When a day is proclaimed by the mayor of the City for a day of mourning, or holiday, then each Employee shall be granted time off with pay for their regularly scheduled hours.
- D. Unless as provided in an applicable Memorandum of Understanding, an overtime-eligible employee who is required to work on a holiday will receive holiday pay and pay for the actual time worked on the holiday. Such compensation shall be either cash or compensatory time off, at the employee's option.
- E. To be eligible for holiday pay, the employee must work on the last regularly scheduled work day preceding the holiday and the first regularly scheduled work day following the holiday unless the absence is approved by the Department Director in advance, or the

employee is on a paid time leave status. If one or more holidays falls within a vacation leave that an eligible full-time employee is taking, such holiday shall not be charged as vacation leave.

- F. All employees, except Police and Fire, on the city's payroll as of April 30 of the calendar year, shall be granted two (2) floating holidays (total 16 hours) per year, which may be taken at a time mutually agreeable to the employee and supervisor. Unused floating holiday time may not be carried over into the following year. Employees hired between May 1 and August 31 will be credited with 12 hours of floating holiday time for that year and employees hired between September 1 and December 31 will be credited with eight (8) hours of floating holiday time.

9.09 Types of Separation

All separations of employees from position in City employment are designated as one of the following types:

- A. Probationary release;
- B. Release of temporary/seasonal, or extra help employee;
- C. Resignation;
- D. Retirement;
- E. Unauthorized leave or job abandonment;
- F. Layoff;
- G. Non-disciplinary separation;
- H. Disciplinary separation.

9.10 Resignation and Final Paycheck

- A. An employee who wishes to resign his or her City service in good standing must submit with their Department Director written notice of resignation, at least two (2) weeks prior to the planned separation date. The written notice must state the reasons for the resignation and the effective date. Failure of the employee to follow the aforementioned procedure may be cause for denying future employment with the City. A resignation becomes final when the Department Director or Personnel Officer accepts the resignation in writing. Once a resignation has been accepted, it is final and irrevocable. A resignation can be accepted by the Department Director or Personnel Officer even if it is submitted less than two weeks prior to the planned resignation date.
- B. Employees will receive their final paycheck on the regular payday for the pay period in which they resign. If an employee resigns with at least two (2) weeks advance notice and upon the employee's request, the employee may receive their final paycheck on their final day of employment.

9.11 Retirement

The City requests that an employee planning to retire provide a written notice to the Department Director or Personnel Officer at least thirty (30) days prior to the effective date of the retirement. The employee's notice to the City of employment separation via retirement becomes final when the Department Director accepts the employment separation notice in writing. Once a notice of employment separation is accepted, it is final and irrevocable.

9.12 Personnel Records

- A. The City maintains a personnel file on each employee. A personnel file will contain only material that the City deems necessary and relevant or that is required by law. Personnel files are the property of the City, and access to the information they contain is restricted to protect employee's privacy interests.
- B. Each employee is responsible to notify the Director of Administrative Services of any changes in his or her contact and benefits information, including: residence and mailing address; telephone number; persons to contact in emergency; and number and names of dependents, no later than 10 days of any such change.
- C. All medical information about an employee or applicant is kept in separate medical files and is treated as confidential. Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for the City's business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations. (2 Cal.Code Regs §11069(g)(1).)

D. Employee Access to Personnel File

- 1. **Inspection of File:** A current employee may inspect his or her own personnel file, at reasonable times and at reasonable intervals, within 30 days of a written request. A former employee is entitled to inspect his or her personnel records one time per year. (Labor Code §1198.5(d).) A current or former employee and/or his or her representative, who wishes to review his or her personnel file should make a written request to the Personnel Officer or assignee. (Labor Code §1198.5(b)(2)(A).)

The inspection must occur in the presence of the Personnel Officer or assignee and: a) at a location where the employee works and at a time other than the employee's work time (Labor Code §1198.5(b)(1)); or b) at other agreed upon location without loss of compensation to the employee. (Labor Code §1198.5(c)(2).)

- 2. **Copies:** A current or former employee is entitled to receive a copy of his or her personnel records within 30 days after the employer receives a written request. (Labor Code §1198.5(b)(1).) A current or former employee who wishes to receive such a copy should contact the Personnel Officer or assignee in writing. The City

may charge a fee for the actual cost of copying. (Labor Code §1198.5(b)(1); 1198.5(b)(2)(A).

3. **Representative's Inspection:** If the current or former employee wishes to have another person/representative inspect his or her personnel file, he or she must provide the person/representative with written authorization. (Labor Code §1198.5(e).)
4. **No Removal of File Documents:** No person inspecting a personnel file is permitted to add or remove any document or other item to/from the personnel file.

E. Limitations on Access or Copying of Personnel File

Prior to making a copy of personnel records or allowing inspection, the City may redact the names of nonsupervisory employees. (Labor Code §1198.5(g).) Under no circumstances will the City provide access or copying of the following categories of personnel file documents: records relating to the investigation of a possible criminal offense; letters of reference; ratings, reports or records that were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination. (Labor Code §1198.5(h).)

For provisions specific to sworn personnel, see the Public Safety Officers Procedural Bill of Rights Act (Government Code §3300, et seq.).

9.13 Performance Evaluations

- A. Except for employees serving their probationary period, all employees in City service shall have their performance evaluated by the Department Director or by the Supervisor designated for this purpose at least annually on a cycle determined by the Department Director and approved by the City Manager. The employee's supervisor shall review the findings of the evaluation to the Department Director. A copy of the completed evaluation shall be provided to the employee and a copy shall be placed in the employee's personnel file.
- B. Employees serving their probationary period shall have their performance evaluated in the same manner as prescribed for regular employees. The timing of probationary employee performance evaluation is identified in Section 6.08, Completion of Probationary Period.

9.14 Use of City Resources for Personal Purposes

- A. City equipment and resources may only be used to conduct City business, except for incidental personal use that is consistent with this policy. As a result, City equipment and resources are non-public forums. Every employee is required to adhere to this policy.
- B. City equipment or resources is any City-owned or supplied item or resource, including but not limited to: intellectual property (e.g., photographs, plans, drawings, formulas, customer lists, designs, formulas), vehicles, telephones, cell phones, pagers, tools,

machines, supplies, copy machines, facsimile machines, desks, office equipment, computers (including hardware and software), file cabinets, lockers, Wi-Fi, internet, intranet, City network, data systems, routers, voice mail, servers, and email or voice mail communications store in or transmitted through City electronic resources or equipment.

- C. The City periodically and without prior notice, monitors, reviews, accesses, or retrieves data from its equipment or resources, including electronic communications and content contained in or transmitted through City networks or electronic resources. City employees must provide the City with the employee's username or password for any City issued equipment or resource that is not otherwise assigned by the City. The existence of passwords or delete functions does not restrict the City's access. As a result, City employees have no expectation of privacy in their use of any City equipment or resources. Nothing in this subsection shall abridge an employee's right under California Government Code §3259 and §3309.
- D. Employees may only use City equipment or resources in compliance with City policies. Except as authorized by this policy, employees are expected to avoid any use or communication which is unrelated to City business, destructive, wasteful, or illegal. The City has discretion to restrict or rescind employee access to City equipment or resources. The following are examples of misuse of City equipment or resources:
1. Any use that violates applicable law and/or City policies, rules or procedures;
 2. Exposing others to material which is offensive, harassing, obscene or in poor taste. This includes information which could create an intimidating, offensive or hostile work environment;
 3. Any use that may create or further a hostile attitude or give offense on the basis of race, color, religion, sex, gender, gender expression, gender identify, national origin, ancestry, citizenship, age, marital status, physical or mental disability, medical condition, genetic information, sexual orientation, veteran status or any other basis protected by law;
 4. Communication of confidential City information to unauthorized individuals within or outside of the City;
 5. Unauthorized attempts to access or use City data or break into any City or non-City system;
 6. Theft or unauthorized transmission or copying of paper or electronic files or data;
 7. Initiating or sustaining chain/spam letters, e-mail or other unauthorized mass communications;
 8. Misrepresentation of one's identify for improper or illegal purposes;
 9. Personal commercial or business activities (e.g., "for sale" notices, personal ads, etc.)

10. Transmitting/accessing obscene material and/or pornography;
 11. E-Commerce;
 12. Online gambling;
 13. Installing or downloading unauthorized software or equipment;
 14. Violating terms of software licensing agreements;
 15. Using City equipment or resources to access and/or use dating web resources, personal social media, or games of any type;
 16. Any unauthorized access to City equipment or resources, including: using keys or key cards; using or disclosing the username or password of another person or employee to gain access to their email or other electronic resources; or making City equipment or resources available to others who otherwise have no authorized access; and
 17. Using City equipment or resources to speak on the City's behalf without authorization.
- E. The City's email system is an official communication tool for City business. The City establishes and assigns official email addresses to each employee as the City deems necessary. Employees must send all City communications that are sent via email to and from their official city email address. Employees are prohibited from using their private email address when communicating City business via email. Should an email related to City business be sent to an employee's personal email account, the email should be immediately forwarded to the employee's City email account and respond to accordingly.
- F. Employees may use City telephones, cell phones, internet access, and e-mail for incidental personal communications provided that the incidental personal use:
1. Is kept to a minimum and limited to break times or non-working hours;
 2. Does not interfere or conflict with City operations or the work performance of any City employees;
 3. Allows the employee to more efficiently perform City work;
 4. Is not abusive, illegal, inappropriate, or prohibited by this policy (for example, no social media use, no electronic dating, no gaming); and
 5. Clearly indicates it is for personal use and does not indicate or imply City sponsorship or endorsement.

Personal long distance or toll calls made on City phones will be charged to the employee. Employee shall reimburse the City for such calls.

9.15 Dress and Grooming Standards

These dress code and grooming standards are designed to promote the City's legitimate and non-discriminatory goals to promote workplace safety and a professional image that is consistent with the employee's job duties and level of public contact.

- A. Employees are required to dress appropriately for the jobs they are performing. The following dress code regulations shall apply to all City employees, including part-time, temporary, and seasonal employees. If an employee has questions about how these standards apply, the matter should be immediately raised with the employee's supervisor for consideration and determination.
 - 1. All clothing and footwear must be neat, clean, in good repair, and appropriate for the work environment and functions performed.
 - 2. Prescribed uniforms and safety equipment must be worn.
 - 3. Hair must be neat, clean and well-groomed.
 - 4. Beards, mustaches, and sideburns must be maintained in neat and well-groomed fashion.
 - 5. Good personal hygiene is required.
 - 6. Dress must be professionally appropriate to the work setting, particularly if the employee has contact with the public at work.
- B. Certain positions within City service require that a uniform be worn. The uniform identifies the individual as an employee. Uniforms should always be neat and clean. Uniforms furnished by the City are to be worn during regular working hours and may be worn to and from work, but they are not a substitute for personal attire.
- C. Department Directors may direct more restrictive standards following approval of the City Manager and after, if needed, any meet and confer obligations as provided by the Meyes-Milias-Brown Act (Government Code 3500 et seq.).

Section 10. Leave of Absence Provisions

10.01 Vacation Leave

- A. The City believes that its employees and the City benefit when employees have scheduled time away from work for relaxation and recreation. In order to provide for such absence without concern for continuation of pay, the City has adopted the following paid vacation leave plan:
- B. Vacation leave may not be used until it is accrued. The employee and the Department Director will schedule the times when an employee may take vacation leave. The scheduling will be based on the employee's preference and the City or Department's operational needs. The City desires an employee to provide a minimum of 30 days'

written advance notice of the starting day of the requested vacation leave, unless waived by the Department Director. Subject to the City's operational needs, Department Directors will make efforts to approve leave when 30 days' advance written notice is given.

- C. No employee shall be permitted to work for compensation for the City in any capacity during the time of the employee's paid vacation from City services.
- D. Upon termination of employment with the City, any employee who has a remaining balance of accrued vacation leave shall be paid for all accrued vacation at the employee's current base hourly rate.
- E. Because employees seldom terminate employment on the final day of a pay period, the following method will provide for equitable payment for vacation earned during the period of termination. If an employee terminates on a day falling on the 1st through the 7th day of a pay period the employee shall receive credit for one-half the pay period's accrual; if an employee terminates falling on the 8th through the final day of the pay period, the employee shall receive full credit for the vacation accrual for the period.
- F. With every paycheck, employees shall receive notification of his or her accrued and used hours of compensatory time, sick leave and vacation leave.
- G. The City encourages all employees to use vacation annually.

10.02 Sick Leave

- A. Sick leave is a form of insurance that employees accumulate in order to provide a cushion for incapacitation due to illness or as otherwise provided in this section. Sick leave is intended to be used only when actually required to recover from illness or injury, or as time off for medical and dental appointments to the extent that such appointments cannot be scheduled outside the workday. Sick leave is not for "personal" absences.

Employees may request accrued vacation time off to cover other "personal" absences not covered by this sick leave section. Paid sick leave will not be granted to any employee to permit an extension of the employee's vacation. The City will not tolerate abuse or misuse of sick leave. This section is intended to comply with the California Paid Sick Leave and Kin Care laws. No entitlements for qualifying employees under California Labor Code 4850 shall be abridged due to these Personnel Rules.

- B. Sick leave is paid leave from work that can be used for the following purposes:
 - 1. diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status (e.g., biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis); parent (e.g., biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child); parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling (Labor Code §§ 233(b)(2); 245.5(c); 246.5(a)(1)); or

2. for an employee who is a victim of domestic violence, sexual assault, stalking, or other crime in order for the employee to engage in any of the following activities: (a) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child; or (b) obtain medical attention or psychological counseling, services from a shelter, program or crisis center, or (c) participate in safety planning or other actions to increase safety

If after being granted sick leave an employee or a member of the employee's immediate family recovers from any such sickness during the employee's regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.

C. Accrual & Carryover for Different Categories of Employees:

Unless provided for in an adopted collective bargaining agreement or salary/benefits schedule, regular employees accrue eight hours of sick leave for each calendar month of paid status; part-time merit-system employees accrue sick leave in an amount prorated to the lower number of hours they work each calendar month in paid status. Accrued sick leave carries over from year to year. No accrual limit applies.

D. Protected Sick Leave:

One-half of the employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated in this section. (Labor Code §§ 233(b)(2); 233(b)(3)(A); 246(d).)

- E. Sick Leave Request:** To request to use sick leave if the need for leave is foreseeable, an employee must give the immediate supervisor reasonable advance written or oral notice. (Labor Code §§ 246(l); 246.5(a).) If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable. (Labor Code § 246(l).) If the employee is required to be absent on sick leave for more than one day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave. Failure to request sick leave as required by this section without good reason, may result in the employee being treated as absent without leave.

- F. Certification:** Employees must provide a health care provider's certification for any sick leave absence that occurs after the employee has used 24 hours, or three consecutive days (for purposes of this section, a City recognized holiday which occurs immediately prior and after the use of sick leave counts toward the consecutive work days), whichever is greater, that involves the employee or family member, or for whom the Department Director reasonably questions whether the employee has misused and abused sick leave.

Employees who use paid leave to address issues related to domestic violence, sexual assault or stalking, or other crimes and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter. (Labor Code § 230(d)(2).)

- G. **Sick Leave on Separation from Employment:** Unused, accumulated sick leave is not cashed out upon termination, resignation, retirement, or other separation from employment, subject to the exception stated herein. (Labor Code §246(f)(1).) Unused sick leave may be converted to retirement service credits only as may be permitted under applicable retirement system laws and regulations. However, within the discretion of the City Manager, upon an employee's retirement, the City may buy back any remaining unused hours at the following rate: all such accumulated hours shall be multiplied by twenty-five percent (25%) of the employee's then existing hourly wage rate.
- H. **Sick Leave Reinstatement:** If an employee separates and is rehired within one year from separation, accrued and unused sick leave, to a maximum of 6 days or 48 hours, whichever is greater, will be reinstated. (Labor Code §246(f)(2).)

Buy-Out. On completion of the fifth (5th) year of service, based on the anniversary date of initial hire, the City may purchase from each eligible employee all but one hundred twenty (120) of the accumulated sick leave hours for non-safety employees and one hundred sixty (160) of the accumulated sick leave hours for sworn employees, at the rate of twenty-five percent (25%) of the eligible employee's then existing wage.

At each employee's option, said buy-out may occur earlier than that set forth hereinabove, so long as the buy-out occurs on or about the anniversary date of initial hire and there remains a minimum sick leave bank of one hundred twenty (120) accumulated hours.

I. **Disability Insurance.**

Employees who are absent because of their own disability may be eligible for short-term disability benefits. The City will provide short-term disability insurance for each eligible full-time employee, enabling those employees who qualify to receive payments of up to One Thousand dollars (\$1,000) per week for a maximum period of 180 days. Such benefits are subject to the plan requirements, including, but not limited to a seven-day waiting period. An employee's short-term disability benefits will be supplemented with any accrued and unused sick leave. If the employee has no accumulated sick leave, or once the employee has exhausted his or her accumulated sick leave, accrued, unused vacation leave will be used to supplement the employee's short-term disability benefits.

10.03 Bereavement Leave

- A. The City shall allow time off for Bereavement Leave in accordance with the appropriate MOU. In the absence of a specific MOU provision, full-time regular employees may request approval for up to twenty-four (24) hours of paid time off each death in their immediate family for the purpose of bereavement and for the arranging of, and attendance at, the funeral. Immediate family means: spouse, parent, grandparent, step-parent, child, stepchild, registered domestic partner, brother or sister.
- B. If an employee must attend a funeral more than five hundred (500) miles from the City, then the employee may request approval to use up to an additional three (3) days of sick leave from his or her available sick leave balance.

- C. If an employee seeks leave for the purpose of bereavement and/or for arranging or attendance at the funeral or service for an extended family member, the employee may request approval to use three days of accrued sick leave from his or her current available sick leave balance. Extended family means: parents-in-law, grandchildren, nephews or nieces, cousins, aunts or uncles.
- D. The Employee may be required to submit proof of the family member's death before final approval of leave with pay is granted.

10.04 Jury Duty. Except as provided below, any employee, including a temporary, seasonal, or extra help employee, who is summoned to serve on a jury, or subpoenaed or ordered to appear as a witness, must notify his or her supervisor or department director as soon as possible. An employee who is released from jury service three hours or more prior to the end of his or her scheduled work hours must report to work unless authorized by his or her supervisor. All overtime-eligible employees will be paid for actual work hours missed because of time spent in jury service or court. The time spent on jury duty is not work time for purposes of calculating overtime compensation. The City will offset from pay the amount the employee receives from the Court for jury fees. The employee must deposit any fees for service, other than mileage and meals, with the City.

Exception: Any employee who is subpoenaed to appear or appears in court because of civil or administrative proceedings that they initiated is not entitled to receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay, or may use any accrued leave other than sick leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time. Notwithstanding the above, an employee who is testifying or appearing as the designated representative in PERB conferences or hearings, or at a personnel or merit commission is entitled to paid release time.

All FLSA-exempt employees will continue to receive their normal salary while on jury duty or as serving as a witness only for any work week in which they perform any work duties. (29 CFR §541.602(a) & (b)(3).) The City will offset the amount from pay the employee receives from the Court for jury fees. (29 CFR §541.602(b)(3).

10.05 Witness Duty

- A. Any employee, including a temporary, seasonal, or extra help employee, who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of his or her job duties at the City, must give his or her supervisor as much advance notice as is possible. The City will determine whether the matter involves an event or transaction in the course of the employee's job duties at the City. If so, this leave to appear in court will be without loss of compensation, and the time spent in court will be considered work time. The employee will receive paid release time to comply with such subpoena. If the employee uses a City vehicle for witness duty, mileage reimbursement shall be deposited with the City. The City will offset the amount from pay the employee receives for witness fees.

- B. If an employee who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of his or her job duties at the City, serves as a witness within the line of City duty, on a day that is a regularly scheduled day off, he or she shall be paid at the employee's regularly hourly rate or at time and one-half (1½) if the employee otherwise qualifies for overtime compensation, for all hours the employee is actually required to be in Court.

10.06 Paid Administrative Leave

The City has the right to place any employee on leave with full pay for non-disciplinary reasons at any time when the Personnel Officer has determined that the employee's and/or the City's best interests warrant the leave. The employee does not have the right to appeal the decision to be placed on administrative leave with pay.

10.07 Unpaid Leave

Unless authorized by law or a City policy, an employee is not entitled to a leave of absence without pay. An authorized leave of absence without pay is not a break in service for purposes of calculating seniority. Unless required by law, vacation leave credits, sick leave credits, increases in salary, all other paid leaves, holidays and fringe benefits and other similar benefits do not accrue to an employee on unpaid leave. Unless required by law, the City will not maintain contributions toward group insurance or retirement coverage for the employee on such leave. During the period of authorized unpaid leave, all service and leave credits shall be retained at the levels existing as of the effective date of the leave. A probationary employee's probationary period will be automatically extended during an unpaid leave of absence.

10.08 Military Leave

Military leave shall be granted in accordance with the provisions of state and federal law. An employee requesting leave for this purpose shall provide the Department Director, whenever possible, with a copy of the military orders specifying the dates, site and purpose of the activity or mission.

10.09 Family and Medical Leave

The City has adopted a Family and Medical Leave Policy which provides eligible employees protected leave as required by state and federal law (federal Family and Medical Leave Act, California Family Rights Act, California Pregnancy Disability Leave).

10.10 Time Off to Vote.

If an overtime-eligible employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take up to two hours off without loss of pay at the beginning or end of the work day, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed. The employee shall give his/her Supervisor at least two (2) working days' notice of the need for time off to vote.

10.11 Unauthorized Leave or Job Abandonment

An employee is deemed to have resigned from his/her position if the employee is absent for three (3) consecutive scheduled work days/shifts without prior authorization and without notification during the period of the absence. The employee will be given written notice, at the employee's address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for his or her unauthorized absence. An employee who promptly responds to the City's written notice, within the timeframe set forth in the written notice, can arrange for an appointment with the Personnel Officer (or designee) before final action is taken, to explain the unauthorized absence and failure of timely notification. An employee separated for job abandonment will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. No employee separated for job abandonment has the right to a post-separation appeal.

Section 11. Layoff and Reemployment

11.01 Authorization. The City Administrator may lay off, without prejudice, any regular Employee because of lack of appropriate funds, curtailment or lack of work, or other reasons. Such layoff shall take effect five (5) days after the receipt by the Employee of a notice in writing of the proposed layoff action.

11.02 Order of Layoff.

- A. Layoff shall mean a termination of employment resulting from changes in duties or organization, abolition of position, shortage of work or funds, or reorganization.
- B. The appointing authority may lay off employees for any reason stated in Paragraph A hereinabove, which requires the reduction of the work force of the City. The name of any employee so released shall be placed on an appropriate re-employment eligibility list. The City Administrator or designee shall notify the employee affected by the intended action, at least ten (10) workdays before the effective date. Employees laid off pursuant to this section shall have the right of appeal.
- C. Order of Layoff. In each classification in which a layoff is to occur, employees shall be laid off in the following order:
 - 1. All temporary employees
 - 2. All part-time employees
 - 3. All probationary employees
 - 4. Regular employees

Order of layoff shall not be based in any manner upon seniority, but rather upon merit as evidenced by evaluations and subject to meet and confer between City and Association.

- D. The City Council may abolish for cause any position of employment by amendment of the appropriate schedules of positions and employments. Employees transferred, demoted or laid off because of the abolishment of positions shall have the right of appeal.
- E. The effective date of abolishment of the position occupied by an employee shall be at least thirty (30) days after the act of abolishment. The City Council may, by declaration of an emergency, modify the effective date.
- F. At least ten (10) workdays prior to the effective date of such abolishment, the City Administrator or designee shall notify the employee affected of the intended action and the effective date.
- G. When reduction of personnel is generally indicated, positions shall be vacated on decision of the City Administrator, who shall take into consideration the administrative needs of the City, as well as maintenance of the public peace, health, safety and welfare.

11.03 Return to Former Class. In the event of a layoff, Employees who have been promoted during their service with the City may bump back one classification in their career series to a position they formerly held if there is an Employee in the lower classification with less seniority than the Employee who wants to bump.

11.04 Seniority Defined. For purposes of this provision, seniority shall be defined as the number of months of paid service since the Employee's most recent hire date with the City.

11.05 Order of Reemployment. Employees on a layoff re-employment list shall have preference over new hires. Employees on a layoff shall be offered re-employment in the inverse order of layoff, provided no intervening factors have occurred which essentially change the ability of the Employee to perform the offered employment.

11.06 Notice of Reemployment. The City shall give the Employee reasonable advance notice of the opportunity for re-employment. Employees recalled to work shall return to work at the time specified by the City. Any laid off Employee who refuses an offer of employment to the classification from which they were laid off or who fails to report to work shall be considered as having resigned. Upon re-employment the employee shall return to the benefit accrual level at time of layoff.

Section 12. Disciplinary

Unless otherwise specified by a memorandum of understanding, this section of the Personnel Rules constitutes the City's policy regarding disciplinary actions.

In addition, the provisions of this section shall be administered in compliance with the requirements of California state law governing peace officer rights as set forth under Public Safety Officers Procedural Bill of Rights Act (Government Code § 3300, et seq.) and those governing firefighter rights as set forth under the Firefighters Procedural Bill of Rights Act (Government Code § 3250, et seq.).

12.01 Policy Coverage

The disciplinary procedures set forth in this policy apply to regular employees only. At-will employees, including but not limited to:

- A. City Manager;
- B. Department Directors;
- C. City Attorney;
- D. Emergency employees who are hired to meet the immediate requirements of an emergency condition which threatens life or property, such as extraordinary fire, flood, or earthquake;
- E. Temporary employees hired to fill a full-time or part-time position for a limited period of time or on a seasonal basis;
- F. Part-time employees employed at-will (or not represented by an exclusive representative);
- G. Project employees hired for a specific project, special assignment, or limited term;
- H. Employees serving an initial probationary period;
- I. Any person who is designated "at-will" in any City policy, document, acknowledgement, resolution or ordinance, can be terminated at-will and have no rights to any of the pre- or post-disciplinary processes or procedures in this policy.

12.02 Corrective and Disciplinary Actions.

The following are types of counseling, reprimands and discipline which the City may impose:

- A. Counseling Memo: A counseling memo will be provided to an employee to identify: a failure of appropriate conduct or performance issue; the performance the employee is to demonstrate in the future; and consequences for failure to correct the behavior or problem. A counseling memo will be retained in the supervisor's file until the completion of the evaluation year, and then documented in the performance evaluation, as the supervisor deems necessary. A counseling memo is not subject to the discipline or disciplinary appeal procedures described below. A counseling memo is not considered "punitive action" under the Public Safety Officers Procedural Bill of Rights Act (Government Code § 3300, et seq.).
- B. Verbal Reprimand: A verbal reprimand is a verbal direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A verbal reprimand will be documented in writing and retained in the supervisor's file until the completion of the evaluation year and then documented in the performance evaluation, as the supervisor deems necessary. A verbal reprimand is not subject to the discipline or disciplinary appeal procedures described below.

- C. Written Reprimand: A written reprimand is written direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A written reprimand will be retained in the employee's personnel file and documented in the performance evaluation. A written reprimand is not subject to the discipline or disciplinary appeal procedures described below. The employee has the right to have his or her written rebuttal attached to the reprimand in the employee's personnel file, if the employee submits the rebuttal to the Personnel Officer or designee within 14 days after the reprimand is received.
- D. Suspension Without Pay: The City may suspend an employee from his/her position without pay for cause. Documents related to a suspension shall become part of the employee's personnel file when the suspension is final and documented in the performance evaluation. A suspension without pay is subject to the discipline and disciplinary appeal procedures described below. Employees who are exempt from Fair Labor Standards Act (FLSA) overtime will only be suspended as authorized by the FLSA.
- E. Reduction in Pay: The City may reduce an employee's pay for cause. A reduction in pay for disciplinary purposes may take one of two forms: 1) a decrease in salary to a lower step within the salary range; or 2) a decrease in salary paid to an employee for a fixed period of time. A new anniversary date shall be established in accordance with these rules unless otherwise recommended by the Appointing Authority and approved by the City Manager. Documents related to a reduction in pay shall become part of the employee's personnel file when the reduction in pay is final and documented in the performance evaluation. A reduction in pay is subject to the discipline and disciplinary appeal procedures described below.
- F. Demotion: The City may demote an employee from his or her position to a lower-level position or lower salary allocation for cause. The employee must still meet the minimum qualifications for the lower-level position. Such demoted employee shall not be eligible for a promotion for a period of six (6) months, unless an earlier date is otherwise recommended by the Appointing Authority and approved by the City Manager. Documents related to a demotion shall become part of the employee's personnel file when the demotion is final and documented in the performance evaluation. A demotion is subject to the discipline and disciplinary appeal procedures described below.
- G. Dismissal: The City may dismiss an employee from his or her position for cause. Documents related to the dismissal shall become a part of an employee's personnel file when the dismissal is final. A dismissed employee is entitled to the discipline and disciplinary appeal procedures described below.

12.03 Causes for Disciplinary Action. The following reasons shall be deemed sufficient for disciplinary action. The following list is not exhaustive and disciplinary action may also be taken for other cause:

- A. Violation of any department or City policy, regulation, personnel rule, ordinance or resolution;
- B. Absence without authorized leave or tardiness;

- C. Excessive absenteeism and/or tardiness as defined by the employee's department head, and/or these rules or City policies;
- D. Misuse or abuse of leave; use of leave from work in a manner not authorized or provided for under City rules or policies;
- E. Making any false representation or statement, or making any omission of a material fact;
- F. Providing wrong or misleading information, concealing information, or fraud in securing appointment or promotion or maintaining employment;
- G. Documented unsatisfactory job performance;
- H. Inefficiency or incompetency;
- I. Failure to possess and/or utilize the minimum qualifications required for the position;
- J. Damaging any City property, equipment, resource, or vehicle, or the waste of City supplies through negligence or misconduct;
- K. Insubordination; or insulting or demeaning the authority of a supervisor or manager;
- L. Dishonesty;
- M. Theft;
- N. Violation of the City's or a department's confidentiality policies, or disclosure of confidential City information to any unauthorized person or entity;
- O. Misuse or unauthorized use of any City property, including, but not limited to: physical property, electronic resources, supplies, tools, equipment, City communication systems, City vehicles or intellectual property;
- P. Misuse or mishandling of public funds;
- Q. Falsifying or tampering with any City record, including work time or financial records;
- R. Discourteous, disrespectful, or offensive treatment of the public, City officials, or other employees;
- S. Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work.
- T. Commission or conviction, meaning any judicial determination of guilt, whether a felony or misdemeanor, of a crime that has a nexus to the employee's job duties;
- U. Unapproved outside employment or activity, or other enterprise that constitutes a conflict of interest with service to the City;

- V. Any conduct that impairs, disrupts or causes discredit to the City, to the public service, or to the employee's employment;
- W. Reckless or unsafe conduct;
- X. Working overtime without prior authorization or refusing to work assigned overtime;
- Y. Carrying firearms or other dangerous weapons while on duty when not required by job duties;
- Z. Horseplay or fighting;
- AA. Failure to comply with safety rules, standards or regulations.

12.04 Discipline Procedure – Written Reprimand

Written reprimands may be appealed to the Personnel Officer or designee within seven (7) calendar days of receipt of the disciplinary action. The Personnel Officer or designee shall meet with the employee, review the documentation and circumstances and render a written decision. The decision of the Personnel Officer or designee shall be final.

12.05 Discipline Procedure - Suspension, Reduction in Pay, Demotion, Dismissal

The following discipline procedures only apply to the City's regular employees. All remaining employees may be disciplined or separated at will, with or without cause, and without the discipline procedure and disciplinary appeal procedure listed below.

The following discipline procedures apply only to suspensions without pay, reductions in pay, demotions, or dismissals.

- A. "Skelly" Notice of Intended Disciplinary Action to Employee: A written notice of the intended disciplinary action shall be given to the employee, which will include the following information:
 1. The level of the intended discipline;
 2. The specific charges that support the intended discipline;
 3. A summary of the facts that show that the elements of each charge at issue in the intended discipline;
 4. A copy of the materials upon which the intended discipline is based;
 5. Notice of the employee's right to respond to the Skelly officer regarding the intended discipline within five days from the date of the notice, either by requesting a *Skelly* conference, or by providing a written response, or both;
 6. Notice of the employee's right to have a representative of his or her choice at the *Skelly* conference; and

7. Notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed.
- B. Response by Employee and *Skelly* Conference: If the employee requests a *Skelly* conference, the *Skelly Officer* will conduct an informal meeting with the employee. The *Skelly* conference is an opportunity for the employee, either in writing and/or orally, to refute the allegations, to mitigate the allegations, or rehabilitate his or her standing with the City prior to the imposition of any actual disciplinary action. The *Skelly Officer* in a given case is reasonably impartial and noninvolved and is to provide an objective review of the proposed discipline and the employee's response. The *Skelly Officer* makes a recommendation to the appointing authority as to whether the disciplinary action should be sustained, modified in some way, or revoked. The *Skelly Officer* and/or the employee may audio-record the *Skelly* conference.
- C. Notice of Discipline: After the *Skelly* conference and/or timely receipt of the employee's written response, or the employee's failure to respond to the Notice of Intended Disciplinary Action, the appointing authority will: 1) take no disciplinary action; 2) issue a Notice of Discipline which modified the intended discipline; or 3) issue a Notice of Discipline imposing the intended disciplinary action. In any case, the appointing authority will provide the employee with a notice that contains the following:
1. The level of discipline, if any, to be imposed and the effective date of the discipline;
 2. The specific charges upon which the discipline is based;
 3. A summary of the facts that show that the elements of each charge at issue in the intended discipline;
 4. A copy of all materials upon which the discipline is based; and
 5. A reference to the employee's appeal right and deadline to appeal.
- D. Delivery of the Notice of Discipline: The notice of discipline will be sent by U.S. mail or other method that verifies delivery to the last known address of the employee, or will be delivered to the employee in person. If the notice is not deliverable because the employee has moved without notifying the City or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

12.06 Disciplinary Appeal Procedures.

The following appeal procedures only apply to the City's regular employees. The following appeal procedures apply only to suspensions without pay, demotions, reductions in pay or dismissals.

In addition, where applicable, the provisions of this section shall be administered in compliance with the requirements of California state law governing peace officer rights as set forth under Public Safety Officers Procedural Bill of Rights Act (Government Code § 3300, et

seq.) and those governing firefighter rights as set forth under the Firefighters Procedural Bill of Rights Act (Government Code § 3250, et seq.).

- A. Request for Appeal Hearing: An employee is entitled to submit a written request for appeal to the Personnel Officer. The appeal must be submitted, based on how delivery to the employee was made, either within fourteen (14) calendar days beginning the day that the final notice of discipline is hand-delivered to the employee, or within twenty (20) days following mailing (as determined by the postmark) by the United States Postal Service..
- B. Appeal Hearing Officer: Except for a firefighter disciplinary appeal, the appeal hearing officer shall be an individual selected through the State Mediation and Conciliation Service (SMCS). The parties shall request that the SMCS supply a list of seven (7) names of persons experienced in hearing public employment discipline matters. If the City and the employee and/or his or her employee organization are unable to mutually agree on a hearing officer, each party shall alternately strike a name from the list until only one remains. The order of strike shall be determined by lot.

For a firefighter disciplinary appeal, the appeal hearing officer shall be an administrative law judge from the California Office of Administrative Hearings (OAH). The term firefighter is defined in Government Code section 3251.

- C. Date and Time of the Appeal Hearing: Once the appeal hearing officer has been designated, the Personnel Officer or designee will set a date for an appeal hearing. The employee shall be notified in writing at least 21 days prior to the hearing of the scheduled date.
- D. Prehearing Notice of Witnesses and Evidence: No later than 10 days before the hearing date, the City and the employee (or his or her representative) will provide the other and the appeal hearing officer a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. The City will use numbers to identify its evidence; the employee will use alphabet letters. Neither party will be permitted to call any witness or evidence that has not been listed as part of its/his/her case-in-chief, unless that party can show that the party could not have reasonably anticipated the need for the witness or exhibit.
- E. Subpoenas: Upon the request of either party, and upon his or her own motion, the hearing officer will issue subpoenas to compel attendance at the appeal hearing. Each party is responsible for serving his/her/its own subpoenas. City employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. City employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually spend testifying.
- F. Continuances: The appeal hearing officer may continue a scheduled hearing only upon good cause shown.
- G. Record of the Appeal Hearing: The hearing shall be recorded, either electronically or by a court reporter, at the option of the City. If the City orders a transcript or makes a transcript of the recording, the City will notify the employee within three days of ordering

or making the transcript, and will provide a copy of the transcript upon receipt of the costs of duplication.

- H. Employee Appearance: The employee must appear personally before the hearing officer at the time and place set for the hearing. The employee may be represented by any person he or she may select.
- I. Conduct of the Hearing:
 - 1. Sworn Testimony: All witnesses shall be sworn in prior to testifying. The hearing officer or court reporter shall request each witness to raise his or her hand and respond to the following: "Do you swear that the testimony that you are about to give is the truth, the whole truth, and nothing but the truth?"
 - 2. Evidence: Hearings need not be conducted according to technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner that the hearing officer decides is the most conducive to determining the truth. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but over timely objection shall not be sufficient in itself to support a finding, unless such evidence would be admissible over objection in civil actions. The rules dealing with privileges shall be effective to the same extent that they are recognized in civil actions. Irrelevant or unduly repetitious evidence may be excluded. The appeal hearing officer shall determine the relevance, weight and credibility of testimony and evidence.
 - 3. Exclusion of Witnesses: During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing.
 - 4. Burden of Proof: The City has the burden of proof by the preponderance of the evidence.
 - 5. Authority of Hearing Officer: The appeal hearing officer shall not have the power to alter, amend, change, add to, or subtract from any of the terms of these Policies.
- J. Presentation of the Case: The parties will address their remarks, evidence, and objections to the appeal hearing officer. The appeal hearing officer may terminate argument at any time and issue a ruling regarding an objection or any other matter. The appeal hearing officer may limit redundant or irrelevant testimony, or directly question the witness. The hearing will proceed in the following order unless the appeal hearing officer directs otherwise:
 - 1. The City is permitted to make an opening statement;
 - 2. The employee is permitted to make an opening statement;
 - 3. The City will produce its evidence;
 - 4. The employee will produce its evidence;

5. The City may present rebuttal evidence;
 6. Oral closing arguments of no more than 30 minutes may be permitted at the discretion of the appeal hearing officer. The City argues first, the employee argues second, and if the City reserved a portion of its time for rebuttal, the City may present a rebuttal.
- K. **Written Briefs:** In lieu of, or in addition to, oral closing arguments, either party may request to submit a written brief and/or a draft decision. The appeal hearing officer will determine whether to allow written briefs or draft decisions, the deadline for submitting briefs, and the page limit for briefs.
- L. **Appeal Hearing Officer's Advisory Decision:** Within 60 days of the conclusion of the hearing, or submission of the written closing briefs, whichever is later, the appeal hearing officer shall make proposed written findings and an advisory decision as to the discipline.
1. If the City Manager was not the *Skelly Officer* and/or did not issue the Notice of Discipline, he or she shall review the findings and advisory decision of the appeal hearing officer and may then affirm, revoke, or modify the findings, recommendations, or disciplinary action taken. The decision of the City Manager is final. There is no process for reconsideration.
 2. If the City Manager was the *Skelly Officer* and/or issued the Notice of Discipline, the City Council shall review the findings and advisory decision of the appeal hearing officer and may then affirm, revoke, or modify the findings, recommendations, or disciplinary action taken. The decision of the City Council is final. There is no process for reconsideration.
- M. **Proof of Service of the Written Findings and Decision:** The City will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that the City and its representatives and the employee and his/her representatives were mailed the final written findings and decision. It shall be the responsibility of the employee to inform the City of his/her current address. A copy of the decision shall also be provided to the Personnel Officer.

Section 13. Grievance Procedures

- 13.01 Definition of Grievance:** A grievance is an alleged violation of a specific provision of these Policies that adversely affects the employee and that contains all of the information listed in the "Statement of the Grievance" below. The following procedure applies to all City employees, unless: the employee is covered by a grievance procedure in a memorandum of understanding; another dispute resolution procedure applies to the dispute; or a discipline policy and procedure applies. The grievance procedure cannot be utilized to challenge the content of a performance evaluation. A grievant may be represented by a representative of his/her own choice at any step in the presentation of his/her grievance.
- 13.02 Statement of Grievance:** A concern is not a grievance unless the affected employee is able to state each of the following: the date of the alleged violation; the specific provision(s) of these Policies that were allegedly violated; a description of all facts regarding how the alleged

violation occurred; and a list of all persons who are witnesses or are involved. Even if the employee's representative is submitting the grievance, a Statement of the Grievance must be signed by the employee who is asserting the grievance, to certify that it is filed in good faith.

13.03 Timelines.

- A. Failure of the City to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review.
- B. Failure of the grievant to comply with the time limits of the grievance procedures constitutes settlement and resolution of the grievance on the basis of the last disposition.
- C. The parties may extend time limits by mutual written agreement in advance of a deadline.
- D. Any grievance not timely filed or appealed within specified time limits may be rejected as untimely.

13.04 Grievance Procedure

- A. Step I Informal Resolution with Supervisor: The employee must first work in good faith to resolve the grievance informally through discussion with his/her immediate supervisor no later than 10 working days after the grievant first became aware of the facts or circumstances resulting in the filing of the grievance.
- B. Step II Department Director: If the employee believes that the grievance has not been resolved through Step I, the employee may submit a written Statement of the Grievance to his/her Department Director. The employee must submit the Statement of the Grievance within 30 calendar days after the grievant first became aware, or reasonably should have known, that a grievance has occurred. The Department Director shall consider, discuss the grievance with the grievant, and/or investigate as he/she deems appropriate, and shall, within 15 working days of receipt of the written Statement of the Grievance, submit his/her decision in writing to the grievant.
- C. Step III Personnel Officer or Designee: If the employee believes that the grievance has not been resolved through Step II, the employee may appeal the grievance decision of the Department Director to the Personnel Officer. Such appeal must be filed within 10 working days of the date of the Department Director's written decision. The Personnel Officer shall consider, discuss the grievance with the grievant, and/or investigate as he/she deems appropriate, and shall, within 15 working days of receipt of the written Statement of the Grievance, submit his/her decision in writing to the grievant. The decision of the Personnel Officer shall be final.

EMPLOYEE ACKNOWLEDGEMENT FORM

Personnel Manual

This is to acknowledge that I have received a copy of the City of Calistoga personnel manual (as amended) and understand that it contains important information on the City's personnel policies and on my obligations and responsibilities as an Employee. I acknowledge that I am expected to read, understand, and adhere to City policies and will familiarize myself with the provisions in the manual. I understand that I am governed by the provisions in the manual; and that the City may change, rescind or add to any policies, procedures and benefits or practices declared in the manual from time to time subject to any meet and confer obligations under the Meyers-Milias-Brown Act, Government Code section 3500 et seq. I further acknowledge and agree that the City's personnel manual is available for downloading and/or viewing on the City's shared drive, which I may access at any time at work, and that I will be expected to view any additional changes to the personnel manual upon notice from the City of such changes.

Employee's Signature

Date

Employee's Name
(Please Print or Type)

This document shall be signed by the Employee and placed in the Employee's personnel file.

APPENDICES

APPENDIX A

APPENDIX A
ALCOHOL AND DRUG ABUSE POLICY

AMENDED: March 2023

City Manager Approval:



The City of Calistoga is concerned about employees being impaired for the performance of duty or under the influence of alcohol, drugs and/or controlled substances at work, and the use of such substances in the work environment. The City's position is that, any measurable amount of drugs or alcohol in an employee's system while on City time is counter-productive to the goals and mission of City. The City is also concerned about the possession, distribution, purchase or sale of illegal drugs and controlled substances in the workplace.

These activities may adversely affect work performance, efficiency, safety and health. In addition, they constitute a potential risk to the welfare and safety of other, risks of injury to other persons, property loss or damage, or negative image for the City.

The City's policy is designed to promote a drug and alcohol-free workplace and to comply with applicable state and federal laws. In recognition of the public service responsibilities entrusted to City employees, and because drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following Policy on drug and alcohol testing is hereby adopted by the City.

Section 1. Policy Purpose

This Policy establishes the rules and procedures regarding the use of drugs and/or alcohol as it pertains to employment and the procedures to be used to test for drug and/or alcohol use in the following three circumstances: 1) pre-employment testing of external applicants for City special need jobs; 2) reasonable suspicion testing of current employees; and 3) post-accident testing of current employees.

The City provides reasonable accommodations as required by law to those employees whose drug or alcohol problem classifies them as disabled. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those whose continued substance abuse, even if enrolled in counseling or rehabilitation programs, results in performance deficiencies, danger to the health and safety of others and themselves, and/or violations of federal, state or City laws and/or policies.

Section 2. Violation of Policy

All persons covered by this Policy should be aware that violations of the Policy may result in discipline, up to and including termination, or in not being hired.

Section 3. Individuals Covered

This Policy applies to external applicants for City special needs jobs and to all employees. A copy of this Policy will be given to all employees. Notices of this Policy will be posted on all Department bulletin boards and copies are available in the Administrative Services Department.

Section 4. Confidentiality

Any information about an employee's use of prescription or non-prescription medication, the results of any pre-employment or reasonable suspicion drug and/or alcohol testing, and/or an employee's past or present participation in rehabilitation or treatment for substance abuse shall be considered confidential personnel information. The information received in enforcing this Policy shall be disclosed only as necessary for: disciplinary actions and appeals; interactive process meetings and reasonable accommodation efforts, or resolving legal issues. Any reports or test results generated pursuant to this Policy shall be stored in a confidential file, accessible only by those authorized to receive the information, and separate and distinct from the employee's general personnel file.

Section 5. Definitions

- A. "Alcohol" shall mean the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol.
- 8. "Chain of Custody" shall mean procedures to account for the integrity of each specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen at the certified laboratory.
- C. "City Equipment" shall mean all property and equipment, machinery and vehicles owned, leased, rented or used by City.
- D. "Collection Site" shall mean a designated clinic/facility where applicants or employees may present themselves for the purpose of providing a specimen to be analyzed. The City will select a Collection Site and require that the Collection Site comply with all methods of collection and Chain of Custody and provide documentation of compliance to the City.

- E. "Designated Employer Representative (DER)" shall mean the Director of Administrative Services or designee.
- F. "Unlawful Drug or Drugs" shall mean any controlled substance that is not legally obtainable under State or Federal law, or a prescription drug obtained or used without benefit of a prescription by a licensed physician.
- G. "Medical Review Officer (MRO)" shall mean a licensed physician with knowledge of drug abuse disorders as well as appropriate training to interpret and evaluate an employee's positive test results together with an employee's medical history and any other biomedical information. MRO reviews all negative and positive test results and interviews individuals who tested positive to verify the laboratory report before the employer is notified. The City shall select a MRO who is a licensed physician.
- H. "Prescription Drug" shall mean any substance that can lawfully be obtained or possessed pursuant to a prescription by a licensed physician.
- I. "Positive Test" shall mean to have the presence of any measurable amount of a drug or a drug metabolite and/or alcohol in a person's system in the confirmation test as determined by appropriate testing of breath, urine or blood specimen and which is determined by the MRO to be the result of the use of drugs and/or alcohol.
- J. "Testing Laboratory" shall mean a Substance Abuse and Mental Health Services Administration (SAMHSA) certified testing laboratory.
- K. "Substance Abuse Professional (SAP)" shall mean a licensed physician, social worker, psychologist, Employee Assistance Program (EAP) or certified National Association of Alcohol and Drug Abuse Counselors (NAADAC) with knowledge of and clinical experience in diagnosis and treatment of alcohol and controlled substance disorders. SAP determines whether an employee is "Fit for Duty" following an employee's refusal to test or failed alcohol or drug test, refers employee for a return to duty test and schedules unannounced follow up testing for a period of up to 36 months from the date the employee tested positive.

Section 6. Restrictions on the Use of Alcohol

Employees may not use, be under the influence, or possess alcohol under any of the following circumstances: while on City property, while performing their duties (whether or not on City property) or at any time when use of alcohol would impair, to any extent, the employee's ability to perform his/her duties or to operate any City equipment.

Section 7. Prohibition Against the Use of Unlawful Drugs

No employee shall possess, use, sell, transfer, manufacture, purchase or transport unlawful drugs or attempt to do so or report to work with unlawful drugs in his or her system. No employee shall possess, use, sell, transfer, manufacture, purchase or transport prescription drugs, or attempt to do so, or report to work with prescription drugs in his or her system, unless the prescription drug has been lawfully prescribed to the employee. Employees who possess drugs lawfully prescribed to them shall not sell or transfer such drugs, nor attempt to do so, while on City property, or while performing their duties (whether or not on City property).

While the State of California has legalized the possession and use of limited amounts of marijuana for recreational use, marijuana remains classified as a Schedule I substance by the Drug Enforcement Agency (DEA) and the federal Controlled Substances Act. Therefore, the possession and use of marijuana-whether or not for recreational purposes-- remains illegal under federal law and regulations. While the passage of Proposition 64-the Adult Use of Marijuana Act, make it legal to possess and use marijuana for recreational purposes, it does not change the ability of employers to enact and enforce drug-free workplace rules and policies, and it does not change employees' duties to comply with federal requirements (such as the Department of Transportation (DOT) regulations applicable to safety-sensitive positions and commercial drivers). As with alcohol and other controlled substances, employees may not use or be under the influence of marijuana while on City property, while performing their duties (whether or not on City property) or at any time when use of marijuana would impair, to any extent, their ability to perform their duties. Certain applicants for employment and City employees, including DOT covered employees, may be excluded from City employment and/or subject to disciplinary action as a result of a positive test for marijuana.

Section 8. Criminal Drug Statute Convictions

To fulfill its obligations under the Federal Drug-Free Workplace Act of 1988, the City requires any employee who is convicted of any criminal drug statute for a violation occurring in the workplace, to provide written notice of the conviction to the Department Director no later than five (5) days after the conviction. The City is also required, and will fulfill its obligations to educate employees on the harmful effects of using and abusing drugs and/or alcohol. As required by law, the City will notify federal contracting agencies within ten (10) days after receiving notice that an employee, directly engaged in performance of work on a federal contract, has been convicted of a criminal drug statute violation resulting from conduct occurring in the workplace.

Whenever the City has reason to believe that Federal, State or local drug laws are being violated, the City may refer the matter to the appropriate law enforcement agencies for investigation and possible criminal prosecution.

Independent contractors, or employees of independent contractors, working on City projects are required by law or contract to notify the City, the Administrative Services Director, or other Department Director of a drug and/or alcohol related conviction or positive test for drugs and/or alcohol. Said individuals will not be permitted to work on City projects.

Section 9. Medication Reporting Requirements

Employees shall, in the case of prescription drugs, ask the prescribing physician and/or, in the case of medication available over-the-counter, review product packaging, to determine whether the use of a prescription drug or over-the-counter medication may impair their ability to perform their normal job duties or to safely operate City equipment. Any employee taking any over-the-counter medication or prescription drug marked "do not drive," "do not operate heavy equipment" or similarly labeled, shall inform the appropriate Supervisor of the use of the medication or drug prior to reporting for duty.

In case of prescription drugs where the employee provides the Supervisor a medical provider's note on any work limitations, or the employee is taking any over-the-counter medications which limits the employee's ability to work, the Supervisor (or other designated City representative) shall have an interactive meeting with the employee and identify what job functions the employee can perform. Notices or communications required by this Section shall be confidential and disclosed only to the Supervisor and the other employees specifically authorized to receive information pursuant to this Policy.

Section 10. Indications for Alcohol and Drug Testing

- A. Certain External Job Applicants - The City has a special need to require certain job applicants to take a drug and alcohol test after a conditional job offer has been given. Those applying for jobs classified by the City as safety sensitive positions (i.e., including, but not limited to, those jobs where individuals perform work that involves a danger to the public, including operating dangerous instrumentalities such as heavy trucks used to transport hazardous material, work regarding national security, work involving the enforcement of drug laws, and/or operating natural and liquefied natural gas pipelines), or those applicants seeking jobs which can directly influence children; must take and pass a mandatory drug and alcohol test as soon as practical following their acceptance of an offer of employment that is conditioned upon passing a pre-employment physical and drug and alcohol test.

Those external job applicants, described above, who:

- refuse to submit to testing, or attempt to tamper with or adulterate a test sample, will be considered to have refused to participate in the testing process and shall not be hired and will not be considered for employment for the certain positions described above for two years from the job applicant's refusal to participate in the testing process.
- test positive for drugs and/or alcohol or unauthorized prescription drug use shall not be hired and will not be considered for employment for the certain positions described above for two years from the applicant's last positive test.

B. Employees - the City may require an employee to submit to a drug and/or alcohol screen test under the following circumstances:

1. Following a work-related accident, incident or mishap that resulted in death, or injury requiring medical treatment away from the scene of the accident, or property damage, where drug and/or alcohol use by the employee cannot be ruled out as a contributing factor. See Exhibit A - Reasonable Suspicion Evaluation Form.
2. When a trained Supervisor has reasonable suspicion to believe, based upon specific and documented facts and observations that the employee may be under the influence of drugs and/or alcohol. See Exhibit A - Reasonable Suspicion Evaluation Form.
3. When a trained Supervisor has reasonable suspicion to believe, based upon specific and documented facts and observations, that the employee either possesses, uses, sells, transfers, manufactures, purchases or illegally transports alcohol, drugs and/or drug related paraphernalia or attempts to do so. See Exhibit A - Reasonable Suspicion Evaluation Form.
4. Follow-up testing for employees who have returned to work following a positive test and their participation in a drug and/or alcohol rehabilitation program.
5. When an on duty employee is contacted by a police officer who has reasonable suspicion to believe the employee is under the influence of alcohol or drugs or the employee has been involved in an on-duty vehicle-related incident and the officer suspects the employee is under the influence of drugs and/or alcohol.

C. Positive Test or Refusal to Test -- Employees who refuse to take a test after direction to do so, or who test positive, will be subject to discipline up to and

including termination. External applicants who test positive or who refuse to take a test after direction to do so, will not be considered for employment for a safety sensitive position as described in this policy and will not be considered for such positions for two years from the applicant's last positive test. A refusal to test is defined as any of the following:

1. Not providing the City a written consent to take the test;
2. The individual does not supply enough quantity of the laboratory required sample for alcohol or drug testing without sufficient or valid medical explanation;
3. Tampering with a specimen or collection process;
4. Tardiness to reporting Collection Site after time allocated for individual to report, without reasonable explanation, as determined by the City.

Section 11. Drug and Alcohol Testing

A. Administration

1. The Director of Administrative Services or his/her designee is the Designated Employer Representative ("DER") and shall be responsible for overseeing implementation of this Policy and the testing procedures. The Director of Administrative Services will be responsible for reviewing all disciplinary actions resulting from violations of this Policy to ensure that the action proposed or taken is consistent with this Policy and the Personnel Rules.
2. The DER shall be responsible for the following:
 - i. Communications directly with the MRO and/or SAP and SAMHSA regarding any drug and/or alcohol tests;
 - ii. Overseeing testing programs;
 - iii. Providing training to Supervisors and Employees;

B. Procedures

1. Mandatory Reporting - Any employee who has reason to believe that another employee may be in violation of this Policy shall immediately notify his or her immediate Supervisor. The Supervisor should take whatever immediate action is deemed prudent to ensure the safety of the public and

employees. Should the Supervisor have reasonable suspicion to believe, based upon specific and documented facts and observations, that the employee may be under the influence of drugs and/or alcohol, the employee should be immediately removed from the workplace and placed upon administrative leave with pay until such time as testing results confirm or refute the presence of drugs and/or alcohol. The Supervisor shall use the Reasonable Suspicion Evaluation Form (Exhibit A) to assist in making this determination.

2. Acknowledgement - No drug and/or alcohol test may be administered, sample obtained, or drug and/or alcohol test be conducted on any sample in the pre-employment context without the written acknowledgment of the applicant being tested. See Exhibit B Acknowledgement Form. Refusal of any applicant or employee to submit to testing, or attempt to adulterate or evade the testing process, will be viewed as insubordination and will subject the person to disqualification from employment or disciplinary action, up to and including, discharge. The City will pay the cost of all drug and/or alcohol tests required by this Policy.
3. Collection, Integrity and Identification
 - A. After the applicant or employee has been advised about the reason for the test by the Supervisor, the applicant or employee will be properly identified and Collection Site personnel will explain the mechanics of the collection process.
 - B. Procedures for urine collection will allow for individual privacy unless there is reason to believe the individual may alter or substitute the specimen to be provided. Samples will be tested for temperature and subject to other validation procedures as appropriate.
4. Chain of Custody
 - A. Procedures for the storage and transportation of test specimens shall conform to the Mandatory Guidelines for Federal Workplace Drug Testing Programs promulgated by the Department of Health and Human Services as amended from time to time.
 - B. The test laboratory shall maintain custody of the specimens.
5. Testing Methods - All tests will be screened using an immunoassay technique and for alcohol an Evidential Breath Testing (EBT) device. All presumptive positive drug tests will be confirmed using gas chromatography/mass spectrometry (GC/MS) and all presumptive positive

alcohol tests will be confirmed with a second EBT performed within 15 -30 minutes after the first EBT test is completed. The City will test for cannabinoids (marijuana), cocaine, amphetamines, opiates, barbiturates, benzodiazepines, and phencyclidine (PCP) as well as alcohol. Tests will seek only information about the presence of drugs and/or alcohol in an individual's system and will not test for any medical condition.

6. Notification - Any employee who tests positive will be notified by the MRO and will be given an opportunity to provide the MRO any reasons he or she may have that would explain the positive drug and/or alcohol test, other than the presence of alcohol or the illegal use of drugs. If the employee provides an explanation acceptable to the MRO that the positive drug or alcohol test result is due to factors other than the presence of drugs and/or alcohol in the test specimen, the positive test result will be disregarded and reported to the City as negative. Otherwise, the MRO will report the positive test result to the Designated Employee Representative or Human Resources Manager. Test results will only be disclosed to the extent expressly authorized by this Policy.

7. Split Sample Testing - An employee who has been subjected to drug and/or alcohol screening and with a positive and/or inconclusive (e.g., not "negative) test result may request a split sample test be conducted at a certified laboratory chosen by the employee. All costs associated with an employee's decision to pursue split sample testing will be the full responsibility of the employee. The employee must adhere to the following procedures to maintain strict Chain of Custody of the sample and validity of the split sample test results:
 - i. To request a split sample test to be conducted, the employee must submit his or her written request on the required Chain of Custody release form provided by the City's testing laboratory to the Designated Employee Representative.
 - ii. The request will be forwarded to the testing laboratory used by the City facility. They will release the split sample to the certified lab chosen by the employee provided they have received the properly executed Chain of Custody release form.
 - iii. The laboratory selected by the employee must be a certified laboratory per State regulations and authority and be able to conduct GC/MS method of testing for validation of testing results. Any method of testing performed on the split sample that is not the GC/MS method will be considered invalid.

- iv. The split sample test results will not be released to City without the employee's written consent.

Section 12. Rehabilitation

- A. Voluntary Disclosure - Any employee with a drug and/or alcohol problem may voluntarily disclose the problem to the Designated Employer Representative who shall refer the employee to the Employee Assistance Program (EAP). An employee requesting this assistance may, at the Supervisor's discretion, be transferred, given work restrictions, or placed on leave while receiving treatment and until the employee is drug and/or alcohol free. Where required by law, the City may have a duty to provide a reasonable accommodation. An employee's voluntary disclosure of a substance or alcohol abuse problem will not terminate any investigation, criminal or administrative, initiated prior to the disclosure.

Each employee is responsible for seeking assistance before the employee's drug and/or alcohol problem leads to a violation of this Policy, or before the employee is asked to submit to a reasonable suspicion drug and/or alcohol test.

- B. leave Time - Employees (without an accepted workers' compensation claim for an injury or illness arising out of and occurring in the course of employment) must use available sick time, vacation accrual, flex leave or request personal leave of absence without pay if time off from work is necessary for any treatment or rehabilitation program. The costs of long-term rehabilitation or treatment services, whether or not covered by the employee's medical plan, are the ultimate responsibility of the employee.

Section 13. Exceptions

This Policy shall not prevent a Safety Employee of the City Police Department from possessing drugs or alcohol as part of his/her official duties and when in furtherance of the mission of the Police Department.

**EXHIBIT A
DRUG AND ALCOHOL TESTING POLICY
REASONABLE SUSPICION EVALUATION FORM**

Employee Name: _____

Observation Date and Time: _____

Location of Employee: _____

Location of Supervisor(s): _____

Others present during activities or observations: _____

Incident(s) observed which give cause for reasonable suspicion:

(Factors that may be considered in combination with those listed in 1- 6 below include: takes needless risks, accident(s), disregard for others safety, unusual/distinct pattern of absenteeism/tardiness, increased high/low periods of productivity, lapses of concentration or judgment, etc.)

1. PRESENCE OF:		
ALCOHOL		SPECIFY:
ALCOHOL CONTAINERS		SPECIFY:
DRUGS and/or		SPECIFY:
DRUG PARAPHERNALIA		SPECIFY:

2. APPEARANCE:			
FLUSHED		DILATED/CONSTRICTED PUPILS	
INAPPROPRIATE		INAPPROPRIATE WEARING OF SUNGLASSES	
DISHEVELED		DRY-MOUTH SYMPTOMS	
BLOODSHOT/GLASSY EYES		RUNNY NOSE/SORES	
TREMORS		SMELL OF ALCOHOL	
PROFUSE SWEATING		PUNCTURE MARKS	
OTHER:			

3. BEHAVIOR/SPEECH			
INCOHERENT		SLOWED	
SLURRED		HOSTILE/CONFRONTATION	
UNCONSCIOUS		AGITATED	
CONFUSED		SLEEPING ON THE JOB	
OTHER:			

4. AWARENESS:			
CONFUSED		PARANOID	
MOOD SWINGS		DISORIENTED	
EUPHORIC		LACK OF COORDINATION	
LETHARGIC		N/A	
OTHER:			

5. MOTOR SKILLS/BALANCE:			
UNSTEADY		STUMBLING	
SWAYING		REACHING FOR SUPPORT	
FALLING		ARMS RAISED FOR BALANCE	
STAGGERING		N/A	
OTHER:			

OTHER OBSERVED ACTIONS OR BEHAVIORS:

SUPERVISOR'S COMMENTS:

Supervisor's Name: _____

Signature: _____

Date: _____

Supervisor's Name: _____

Signature: _____

Date: _____

Witness(es)' Name: _____

Date: _____

Signature: _____

Date: _____

EXHIBIT B
ALCOHOL AND DRUG ABUSE POLICY
ACKNOWLEDGEMENT OF SUBMISSION TO DRUG AND/OR ALCOHOL TESTING
BY THE CITY OF CALISTOGA

I, _____ [PRINT NAME], understand and acknowledge that I have reviewed a copy of the City of Calistoga Alcohol And Drug Abuse Policy (Policy). I hereby acknowledge that I am required to submit to drug and/or alcohol testing pursuant to the Policy.

I understand and acknowledge that information regarding the test results will be released to the City of Calistoga and that such information may be used as grounds for disciplinary action, up to, and including discharge.

I further understand and acknowledge that:

1. The City of Calistoga will pay the cost of all drug and/or alcohol tests required or requested by the City;
2. I may request in writing a copy of the results of any such test;
3. I may request that a split sample test be sent to a certified Testing Laboratory of my choice, consistent with the procedures outlined in the City of Calistoga Alcohol and Drug Abuse Policy, and that I will bear all of the costs associated with the split sample testing;
4. By signing this form, I hereby acknowledge that the split sample test results will be released to the City of Calistoga; and
5. I have the right to refuse to submit to such testing; however, refusal by me to submit to or cooperate at any stage of the testing shall be considered equivalent to a confirmed "positive" test for purposes of disqualification from employment and/or disciplinary action, up to and including discharge from my employment with the City of Calistoga.
6. I may also be required to execute forms at the Collection Site of Testing Laboratory.

With full understanding and knowledge of the foregoing, I hereby acknowledge my obligation to submit to drug and/or alcohol testing conducted by the clinics and/or Testing Laboratory selected by the City of Calistoga.

I have read the above acknowledgement and certify that I have signed this document with full knowledge and understanding of its contents.

Signature: _____ **Date:** _____

City and State: _____

Witness Signature: _____ **Date:** _____

APPENDIX B

**APPENDIXB:
FAMILY AND MEDICAL LEAVE POLICY**

AMENDED: April 2023

City Manager Approval:



I. Statement of Policy

To the extent not already provided for under current leave policies and provisions, the City of Calistoga will provide family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the California regulations implementing the California Family Rights Act ("CFRA"), including Pregnancy Disability Leave ("PDL"). Unless otherwise provided by this policy, "leave" under this policy shall mean leave pursuant to the FMLA, CFRA, and/or PDL. To the extent permitted by law, the City will run each employee's FMLA, CFRA, and PDL leaves concurrently.

II. Definitions

- A. "12-Month Period" means a rolling 12-month period measured backward from the date leave is first taken and continuous with each additional leave day taken.
- B. "Single 12-month period" means a 12-month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered servicemember and ends 12 months after that date.¹
- C. "Four month" maximum leave for PDL means four months, or the working days in one-third of a year or 17 1/3 weeks, depending on the period(s) of actual disability.
- D. "Child"
 - 1. For the purposes of leave under the FMLA, "child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or step-child. A child is "incapable of self care" if he/she requires active assistance or supervision to provide daily self care in three or more of the activities of daily living or instrumental activities of daily living – such as, caring for grooming and hygiene, bathing, dressing and eating, cooking,

cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.

2. For the purposes of leave under the CFRA, "child" means an employee's biological, adopted, foster, or step-child, legal ward, child of a domestic partner, or a person to whom the employee stands in loco parentis, regardless of the child's age or ability for self-care.
- E. "Parent" means the biological, adoptive, step or foster parent of an employee, or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
 - F. "Spouse" means one or two persons to a marriage, regardless of the sex of the persons, and for purposes of CFRA leave, includes a registered domestic partner as defined below.
 - G. "Designated Person," means any individual related by blood or whose association with the employee is the equivalent of a family relationship.
 - H. "Domestic Partner," is another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient.
 - I. "Grandparent" means a parent of the employee's parent.
 - J. "Grandchild" means a child of the employee's child.
 - K. "Sibling" means a person related to the employee by blood, adoption, or affinity through a common legal or biological parent.
 - L. "Serious health condition" means an illness, injury impairment, or physical or mental condition that involves:
 1. Inpatient Care (i.e. an overnight stay or the expectation of an overnight stay and occupying a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom). A person is considered an "inpatient" when a health care facility

formally admits him or her to the facility with the expectation that he or she will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or

2. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

a) A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

i) Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity, unless extenuating circumstances exist.. The first in-person treatment visit must take place within seven days of the first day of incapacity; or

ii) Treatment by a health care provider on at least one occasion which must take place within seven days of the first day of incapacity and results in a regimen of continuing treatment under the supervision of the health care provider. This includes for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.

b) Any period of incapacity due to pregnancy or for prenatal care. This entitles the employee to FMLA leave, but not CFRA leave. (Under California law, an employee disabled by pregnancy is eligible for pregnancy disability leave.)

c) Any period of incapacity or treatment for a chronic serious health condition. A chronic serious health condition is one which:

i) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider or by a nurse supervised by the provider;

ii) Recurs over an extended period of time; and

iii) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, migraine headaches, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.

- d) A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider.
- e) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive, fullcalendar days in the absence of medical treatment.

M. "Health Care Provider" means:

- 1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
- 2. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treat or supervise treatment of a serious health condition;
- 3. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
- 4. Nurse practitioners and nurse-midwives, clinical social workers, and physician assistants who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
- 5. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
- 6. Any health care provider from whom an employer or group health plan's benefits manager will accept a medical certification of the existence of a serious health condition to substantiate a claim for benefits.

N. "Covered active duty" means: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country, or (2) in the case of a member of a reserve component of the Armed Forces (members of the U.S. National Guard and Reserves), duty during the deployment of member of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.

- O. "Covered Servicemember" means (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.
- P. "Outpatient Status" means, with respect to a covered servicemember, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- Q. "Next of Kin of a Covered Servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the **FMLA**.
- R. "Serious Injury or Illness": (1) in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the servicemember in the line of duty on active duty that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. A serious injury or illness may also result from the aggravation of a pre-existing condition in the line of duty on active duty; or (2) in the case of a veteran, means an injury or illness that was incurred in the line of duty when the veteran was on active duty in the Armed Forces, including any injury or illness that resulted from aggravation of a preexisting condition in the line of duty on active duty. The injury or illness may manifest itself during active duty or may develop after the servicemember becomes a veteran, and is (a) a continuation of a serious injury or illness that was incurred or aggravated during active duty and rendered the servicemember unable to perform his/her duties of office, grade, rank, or rating, (b) a physical or mental condition for which the veteran received a U.S. Department of Veterans Affairs Service Related Disability Rating of 50 percent or greater and the need for care is related to that condition, (c) a physical or mental condition because of disability or disabilities related to military service that substantially impairs the veteran's ability to work, or would do so absent treatment, or (d) any injury for which the veteran has been enrolled in

the Department of Veterans' Affairs Program of Comprehensive Assistance for Family Caregivers.

III. Reasons for Leave

Leave is only permitted for the following reasons:

1. The birth of a child or to care for a newborn of an employee;
2. The placement of a child with an employee in connection with the adoption or foster care of a child;
3. Leave to care for a child, parent, spouse, designated person, or domestic partner who has a serious health condition;
4. Under the CFRA only, leave is permitted to care for a designated person, domestic partner, grandparent, grandchild, or sibling who has a serious health condition. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA. An employee is limited to one (1) designated person per twelve-month period for CFRA leave.
5. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position (i.e., an employee is unable to perform any one or more of the essential functions of his/her position);
6. Leave for a "qualifying exigency" may be taken arising out of the fact that an employee's spouse, son, daughter, or parent is on covered active duty or call to active duty status (under the FMLA only, not the CFRA). For qualifying exigency leave, a "son or daughter" means an employee's biological, adopted, foster or step-child, a legal **ward**, or a child in which the employee stands in loco parentis (in place of a parent). The son or daughter may be of any age;
7. Under the CFRA only, leave for a variety of "qualifying exigencies" arising out of the fact that an employee's domestic partner is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA.
8. Leave to care for a spouse, son, daughter, parent, or "next of kin" who is a covered servicemember of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces

(this leave can run up to 26 weeks of unpaid leave during a single 12-month period) (under the FMLA only, not the CFRA). For military caregiver leave, a "son or daughter of a covered servicemember" means the covered servicemember's biological, adopted, or foster child, step-child, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

Employees who misuse or abuse FMLA leave may be disciplined up to and including termination. An employee who fraudulently obtains or uses CFRA leave is not protected by the CFRA's job restoration or maintenance of health benefits provisions.

IV. Employees Eligible for Leave

A. An employee is eligible for FMLA and CFRA leave if the employee:

1. Has been employed for at least 12 months; and
2. Has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

If an employee is not eligible for CFRA leave at the start of a leave because the employee has not met the 12-month length of service requirement, the employee may nonetheless meet this requirement while on leave, because leave to which he/she is otherwise entitled counts toward length of service (although not for the 1,250 hour requirement). The City will designate the portion of the leave in which the employee has met the 12-month requirement as CFRA leave.

B. An employee is eligible for PDL upon commencement of employment. There is no length-of-service requirement for PDL.

V. Amount of Leave

A. Leave Entitlement

1. For the purposes of FMLA and CFRA, eligible employees are entitled to a total of 12 workweeks of leave during any 12-month period (or 26 weeks to care for a covered servicemember in a single 12-month period). Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.
2. Eligible employees are entitled to take up to four months of PDL per pregnancy. Part-time employees are entitled to leave on a pro rata basis. PDL does not need to be taken in one continuous period of time.

B. Minimum Duration of Leave

1. If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks' duration on any two occasions.
2. If leave is requested to care for a child, parent, spouse, domestic partner, grandparent, grandchild, sibling or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this policy must be complied with.

C. Parents or Spouses Both Employed by the City

If both parents of a child, adoptee, or foster child are employed by the City and are entitled to bonding leave (i.e. leave taken for the birth or placement for adoption or foster care of the employees' child):

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

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

VI. Employee Benefits While on Leave

- A. Leave under this policy is unpaid. While on family and medical care leave, employees will continue to be covered by the City group health insurance to the same extent that coverage is provided while the employee is on the job for up to 12 weeks each leave year for FMLA and/or CFRA qualifying events. If the employee is disabled by pregnancy, coverage will continue for up to 4 months for each pregnancy (as opposed to each leave year). In the event an employee is disabled by pregnancy and also uses leave under the CFRA, the City will maintain the employee's group health benefits while the employee is disabled by

pregnancy (up to four months or 17 1/3 weeks) and during the employee's CFRA leave (up to 12 weeks).

- B. Employees may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, the City will inform the employee whether the premiums should be paid to the carrier or to the City. An employee's coverage on a particular plan may be dropped if he or she is more than 30 days late in making a premium payment. However, the employee will receive a notice at least 15 days before coverage is to cease, advising the employee that he or she will be dropped if his or her premium payment is not paid by a certain date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.
- C. If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the City shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control.

VII. Substitution of Paid Accrued Leaves

While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leaves. Similarly, the City may require an employee to concurrently use paid accrued leaves after requesting FMLA and/or CFRA leave, and may also require an employee to use family and medical care leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA-qualifying.

If an employee is receiving a paid benefit (e.g., State Disability Insurance, State Paid Family Leave, or workers' compensation), an employee may, at his/her option, coordinate the use of paid time off, sick leave, or accrued vacation up to his/her regular salary amount.

A. Employee's Right to Use Paid Accrued Leaves Concurrently with Family Leave

Where an employee has earned or accrued paid vacation, administrative leave, or compensatory time, that paid leave may be substituted for all or part of any (otherwise) unpaid leave under this policy.

As for sick leave, an employee may elect or City may require an employee to use accrued sick leave only if:

1. The leave is for the employee's own serious health condition; or

2. The leave is for another reason mutually agreed upon between the City and the employee.

If the City and employee do not "mutually agree" to allow use of accrued sick leave to care for a family member, the City may still be required to allow the employee to use some sick leave for the employee to care for a family member with a serious health condition pursuant to the Protected Sick Leave law under Labor Code section 233 and the California Paid Sick Leave Law.

An employee receiving Paid Family Leave ("PFL") (e.g., through the Employment Development Department) to care for the serious health condition of a family member or to bond with a new child is not on "unpaid leave." Therefore the City may not require the employee to use sick leave, accrued vacation, or other accrued paid time off, while the employee is receiving PFL benefits.

B. City's Right to Require an Employee to Use Paid Leave When Using FMLA/CFRA Leave

Employees must exhaust their accrued leaves concurrently with otherwise unpaid FMLA/CFRA leave to the same extent that employees have the right to use their accrued leaves concurrently with FMLA/CFRA leave, with two exceptions:

1. Employees are required to use accrued compensatory time earned in lieu of overtime earned pursuant to the Fair Labor Standards Act; and
2. Employees will only be required to use sick leave concurrently with FMLA/CFRA leave if the leave is for the employee's own serious health condition or another reason mutually agreed upon between the City and the employee.

C. City's Right to Require an Employee to Exhaust FMLA/CFRA Leave Concurrently with Other Leaves

If an employee takes a leave of absence for any reason that is FMLA/CFRA-qualifying, the City may designate that non-FMLA/CFRA leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement. The only exception is for peace officers and firefighters who are on leave pursuant to Labor Code § 4850.

D. City's and Employee's Rights if an Employee Requests Accrued Leave, Other Than Accrued Sick Leave, Without Mentioning Either the FMLA or CFRA

If an employee requests to utilize accrued vacation leave or other accrued paid time off, other than accrued sick leave, without reference to a FMLA/CFRA-

qualifying purpose, the City may not ask the employee if the leave is for a FMLA/CFRA-qualifying purpose. However, if the City denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA-qualifying purpose, the City may inquire further into the reason for the absence. If the reason is FMLA/CFRA-qualifying, the City may require the employee to exhaust accrued leave as described above.

VIII. Medical Certification

A. Nature of Medical Certification

Upon the City's request, employees who request leave for their own serious health condition (or for pregnancy disability) or to care for a child, parent, spouse, or domestic partner who has a serious health condition, must provide written certification from the health care provider of the individual requiring care. The written certification must provide the contact information for the health care provider, including name, address, phone number, fax number, and type of medical practice/specialty.

1. If the leave is requested because of the employee's own serious health condition, the certification must identify the date, if known, on which the serious health condition commenced and the probable duration of the condition, and include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position due to his/her serious health condition.
2. If leave is requested because of the employee's family member is the patient, the certification should state the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, or spouse, and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent or spouse.
3. If intermittent leave or a reduced schedule is requested, then the certification must also provide information that establishes the medical necessity of intermittent or reduced schedule leave and a) an estimate of the dates and duration of such treatment and periods of recovery (planned medical treatment); b) an estimate of the frequency and duration of the episodes of incapacity due to the serious health condition (unforeseeable leave for employee's own serious health condition); or c) an estimate of the frequency and duration of leave (unforeseeable leave for family member's serious health condition).

4. If the leave requested is POL, the certification must include a statement that the employee is disabled due to pregnancy, the date on which the employee became disabled due to pregnancy, the probable duration of the period or periods of disability, and an explanatory statement that, due to disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
5. Employees who request FMLA leave to care for a covered servicemember who is a son or daughter, spouse, parent, or "next of kin" of the employee must provide written certification from a health care provider regarding the injured servicemember's serious injury or illness.
6. The first time an employee requests leave because of a qualifying exigency, the City may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member's active duty service. A copy of new active duty orders or similar documentation shall be provided to the City if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military member.

8. Time to Provide a Certification

1. When an employee's leave is foreseeable and at least 30 days' notice has been provided, and if a medical certification is requested, the employee must provide it before the leave begins.
2. When this is not possible, the employee must provide the requested certification to the City within the time frame requested by the City (at least 15 calendar days), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.
3. The City may require recertification from the health care provider if additional leave is requested or required. (For example, if an employee requests two weeks of leave, but following upon expiration of two weeks' intermittent leave, the City will request and require the employee to provide a new medical certification.)

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C. Consequences for Failure to Provide an Adequate or Timely Certification

1. If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. The City will provide the employee with 7 calendar days (unless not practicable under the particular circumstances despite the employee's diligent good faith efforts) to cure any such deficiency. If the deficiencies specified by the City are not cured in the resubmitted certification, the City may deny the taking of the leave.
2. However, if an employee fails to provide a medical certification within the time frame established by this policy, the City may delay the taking of FMLA/CFRA/PDL leave until the required certification is provided.

D. Second and Third Medical Opinions - FMLA/CFRA Leave

If the City has a good faith, objective reason to doubt the validity of a certification the employee provides for his or her own serious health condition, the City may require a medical opinion of a second health care provider chosen and paid for by the City. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by the City and the employee, but paid for by the City. The opinion of the third provider will be final and binding on the City and the employee. An employee may request the City to provide, at no cost to the employee, a copy of the health care provider's opinions when a second or third medical opinion was obtained.

E. Intermittent Leave or Leave on a Reduced Leave Schedule

1. If an employee requests leave intermittently (e.g., a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.
2. If the employee's health care provider provides a medical certification that it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule due to pregnancy disability, the employee may, in some instances, be required to transfer temporarily to an available alternative position that meets the employee's needs. The alternative position need not consist of equivalent duties, but must have the equivalent rate of pay and benefits. The employee must be qualified for the position. The position must better accommodate the employee's leave requirements than her regular job.

IX. Employee Notice of Leave

- A. Although the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. Except for qualifying exigency leave, if leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his or her supervisor as soon as possible that such leave will be needed. If the City determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

- B. For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

X. Reinstatement upon Return from Leave

A. Right to Reinstatement

- 1. Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.

- 2. If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the City, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.

B. Employee's Obligation to Periodically Report on His or Her Condition

Employees may be required to periodically report to the Director of Administrative Services (or Human Resources) on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

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C. Fitness-for-Duty Certification

As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition or pregnancy disability, which made the employee unable to perform his or her job, the employee must obtain and present a fitness-for-duty certification from his or her health care provider that the employee is able to perform the essential functions of the employee's job and resume work. Failure to provide such certification will result in denial of reinstatement.

D. Reinstatement of "Key Employees"

Under the FMLA only, the City may deny reinstatement to a "key" employee (i.e., a key employee is a salaried employee who is among the highest paid 10 percent of all employed by the City, and working within 75 miles of the work site) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the City, and the employee is notified of the City's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur. Under the CFRA, the City may not deny reinstatement to a "key" employee during or upon the expiration of CFRA leave.

XI. Required Forms

Employees must fill out the following applicable forms in connection with leave under this policy:

1. "Request for Family or Medical Leave Form". **NOTE: EMPLOYEES WILL RECEIVE A CITY RESPONSE TO THEIR REQUEST WHICH WILL SET FORTH CERTAIN CONDITIONS OF THE LEAVE.**
2. Medical certification-either for the employee's own serious health condition or for the serious health condition of a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling.
3. Authorization for payroll deductions for benefit plan coverage continuation.
4. Fitness-for-duty to return from leave form.

29 C.F.R. § 825.127(e)(1).

APPENDIX C

**APPENDIX C:
LACTATION ACCOMMODATION POLICY**

RETYPED: March 2023

City Manager Approval:



I. Statement of Policy

The purpose of this policy is to advise employees about their right to request a lactation accommodation (also referred to as lactation break time) during the workday, the process by which the employee may request a lactation break, and the City's obligation to respond to such a request.

II. Requesting a Lactation Accommodation

An employee desiring to express breast milk for the employee's infant child may make a request for a lactation accommodation to do so. Such request may be submitted either orally or in writing with the City's Personnel Officer or designee.

If, in response to an employee's request for a lactation accommodation, the City is unable to provide break time or a location for the purposes of expressing breast milk under this Policy, it will provide the requesting employee with a written response regarding its inability to do so. Otherwise, the City will respond by providing the employee with lactation breaks and location(s) described below.

III. Lactation Break Time

The City will provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any paid break time already provided to the employee.

Those desiring to take a lactation break at times other than their provided break times must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

If the employee takes lactation breaks at times other than their provided break times, then the lactation break shall be unpaid or the employee may choose to use accrued leave.

IV. Lactation Break Location

The City will provide a room or other appropriate location in close proximity to the employee's worksite that is not in a bathroom to express milk in private. The room or location will meet the following requirements:

- Be shielded from view and free from intrusion while being used to express milk;
- Be safe, clean, and free of hazardous materials;
- Contain a surface on which to place a breast pump and personal items;
- Contain a place to sit; and
- Have access to electricity needed to operate an electric battery-powered breast pump.

An employee occupying such private area shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees may not interrupt an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance.

V. Sink and Refrigerator Access

The City will provide access to a sink with running water and a refrigerator, or other cooling device, suitable for storing milk, in close proximity to the employee's work area.

Any employee storing expressed milk in any authorized refrigerated area within the City shall clearly label it as such. No expressed milk shall be stored at the City beyond the employee's work day/ shift.

VI. Distribution of Policy

The City's Personnel Officer or designee will provide a copy of this policy to all new employees upon hire; and when employees inquire about or request parental leave.

VII. Remedies in Relation to this Policy

An employee who does not believe that the City is providing an appropriate lactation accommodation should immediately inform the Personnel Officer.

An employee who does not believe that the City is providing an appropriate lactation accommodation as required by state law has the right to file a complaint with the California Division of Labor Standards Enforcement/Labor Commissioner.

VIII. No Retaliation

Employees shall not be subject to retaliation for exercising any right under this Policy. Any retaliation against an employee because they requested an accommodation under this policy, or because the employee filed a complaint under this Policy is prohibited.

**ACKNOWLEDGMENT OF RECEIPT OF
LACTATION ACCOMMODATION POLICY**

I, hereby acknowledge that I have received a copy of the *City* of Calistoga's Lactation Accommodation Policy.

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

The signed form will be placed *in* the individual's personnel file at the City.

APPENDIX D

**APPENDIX D:
TELEWORK AND HOTELING POLICY**

Telework and Hoteling Policy
City of Calistoga

Approved by:	Adopted: February 17, 2023
 L. G. Deman, City Manager	Amended: N/A

I. **Purpose and Scope**

The purpose of this administrative policy is to establish the procedures for allowing City of Calistoga ("City") employees to work remotely during normal and special circumstances, as determined by the City Manager or designee, including but not limited to a public health emergency and hazardous conditions. Working remotely is an arrangement that allows City employees to work in a designated area outside of the office, or outside of the employee's regular place of work. Working remotely is a cooperative arrangement between employees, supervisors, and department heads. This policy applies to all City employees.

II. **Policy**

- 1. Management retains the exclusive right to determine eligibility for teleworking. Not all positions or classifications are suitable for teleworking. The determination of an employee's ability to telework is exclusively at the City's discretion. Teleworking is not an employee right, but rather, is available to those employees who work in positions where it is beneficial and/or consistent with operational business needs. Teleworking does not change the duties, obligations, responsibilities, or terms and conditions of employment with the City. Employees working remotely must comply with all City and departmental policies and procedures.*
- 2. This policy allows department heads full discretion to determine if an employee is eligible to work remotely and to determine the length of the assignment. Department heads will be guided in their decision-making through the requirements of this administrative policy, their assessment of the employee's characteristics, employee's job duties that may be conducive to working remotely, and operational needs assessments. Individual departments may have additional requirements, guidelines, or procedures for working remotely, provided they are consistent with this policy.*
- 3. Teleworking may be modified or revoked by the City at any time. Whenever practical, the City shall give a minimum of fourteen (14) calendar days' notice when revoking or modifying a telework agreement.*
- 4. Employees who telework shall perform the full range of their normal job duties and be available via telephone, email, video chat or other means during working hours. Supervisors will be expected to establish and communicate work expectations of employees working remotely, including setting work priorities, deadlines, and reviewing work assignments.*
- 5. An employee who is authorized for telework shall use his/her working hours to perform City work. Teleworking agreements do not substitute for dependent care or the use of leave*

accruals. Employees shall ensure dependent care requirements are addressed and arrangements are in place so as not to interfere with the employee's work.

6. Work done on behalf of the City at the telework site is considered official City business. Products, documents, and records used by/or developed while teleworking shall remain the property of the department and the City and are subject to department and City rules regarding confidentiality, disclosure, and record retention requirements.
7. Non-FLSA exempt employees are required to perform work duties within an established schedule, and shall adhere to scheduled rest and meal breaks. As approved by the employee's supervisor, an employee's telework start time and end time may be permitted to be different from the employee's normal hours when working on-site. An employee authorized to telework may not alter his/her work schedule or work additional hours (overtime) beyond his/her authorized hours without prior written authorization. FLSA exempt employees may be required to work core hours, as directed by the Department.
8. Teleworking which occurs at the employee's home may increase the employee's home utility costs. The employee is responsible for any additional telecommunications or connectivity charges resulting from the teleworking arrangement. The City assumes no responsibility for any operational costs or liability associated with the employee's home residence, including home maintenance, personal office equipment or office furniture, insurance, or utilities.
9. An employee who teleworks shall not bring clients, customers, vendors or other persons into the employee's home.
10. An employee authorized to telework may be required to come to the City worksite on short notice. The employee shall be provided reasonable notice to return to the office. Such a requirement does not constitute call-back pay. The City shall not reimburse a teleworking employee for mileage or any travel-related expense when an employee is required to report to a City worksite.
11. Use of sick leave, vacation, compensatory time off (CTO), administrative leave or other absences from work, must be approved in advance and in accordance with department and City policy.

III. Definitions

1. "Telework" means an arrangement that allows an employee to perform work, during any part of regular, paid hours, at an approved alternative non-City worksite.
2. Teleworking is generally divided into three types:
 - A. "Regular Telework" telework occurs as part of an ongoing or regular schedule.
 - B. "Situational Telework" telework that is approved on a case-by-case basis, where the hours worked were NOT part of a previously approved, ongoing and regular telework schedule.

- C. "Emergency Telework" telework that occurs during emergencies only. This may include inclement weather, natural disasters, continuity of government and similar situations.
- 3. "Protected Personal Information" or "PPI" means any personal information or characteristics that may be used to distinguish or trace an individual's identity, such as the person's name, Social Security Number (SSN) or biometric records.
- 4. "Hoteling" When an employee uses a City work space not designated exclusively for his/her own use. Hoteling may be appropriate for an employee who is assigned to work in the field, and who does not have a regular workspace assigned to him/her.

IV. City Equipment

- 1. The City may, at the discretion of the department head, provide equipment and supplies such as a laptop, electronic tablet, cellphone, printer or supplies to an employee to use while teleworking. Department heads are to reasonably allocate those resources based on operational and workload needs. The teleworking employee must protect City-provided equipment from possible theft, damage, and loss. The teleworking employee may be responsible for the replacement or repair of City equipment as allowed by law.
- 2. Employees using City-provided equipment must be able to independently transport and set-up the equipment at their telework site. All City issued equipment issued to an employee must be returned immediately at the conclusion of the teleworking arrangement.
- 3. All City policies and procedures and departmental policies and procedures involving City equipment apply to employees using City provided equipment. This includes policies and procedures which restrict any non-City uses of equipment.
- 4. Other than the equipment or supplies furnished at the City's discretion (see **Section IV, City Equipment, paragraph 1**), the City will not provide employees who are working remotely with other materials or supplies needed to establish an alternate worksite (as illustrative examples desk, chair, printer, copy machine, office supplies, printer/copier paper and ink, etc.).
- 5. Employees who use their personal equipment for teleworking are responsible for the installation, repair, maintenance of the equipment and that the employee's personal equipment meets the software and security requirements of the City. (See also Section V, Computer Security, paragraph 2.)
- 6. All City rules, policies, and procedures regarding the use of electronic devices apply while an employee is working remotely, regardless of whether the employee is using City-owned or personally owned equipment.

V. Computer Security

- 1. Any equipment such as a laptop, tablet, cellphone, or other hardware or software provided by the City to an employee to use while teleworking and conducting City business shall only be maintained by the City. It is expected that employees will access City applications through the Information Technology Department-approved programs/applications (e.g., Cisco Firewalls or similar programs/applications). Requests for connectivity into the City's network(s) (e.g., VPN) will be reviewed by the City Information Technology Department on a case-by-case

basis and may not be approved. If any issues arise with access to the City's VPN or equipment, employees are to call the Information Technology Department for assistance.

2. An employee authorized to telework who uses his/her personal computer is responsible for ensuring that personal equipment meets the software and security requirements of the City to include following all security guidelines including data encryption and password policies, ensuring software and applications are currently updated with security patches, maintaining a personal firewall and updated anti-virus and anti-spyware programs, and keeping the operating system configured securely.

With the potential exception of VPN support, an employee should not expect the City to provide or install any security, word processing/spreadsheet, or any type of software on employees' personal computer. Additionally, the City's Information Technology will not access or provide support, setup, repair, and/or evaluate and recommend changes to employee's personal computers or equipment.

3. City records saved on an employee's individual computer may subject an employee to records release and search laws. As such, City employees shall not save any City records on personal computers or transmit City records via personal email accounts.

VI. Personal Identifying Information

1. Employees are required to ensure the integrity and confidentiality of all information and take steps to ensure City, confidential, Personal Identifying Information (PII) is not viewed or available to non-employees. Only employees are allowed access to confidential information in City accessible data base applications. It is an expectation that all employees assume the responsibility of reviewing the policy with members of their household to ensure that the security of data is maintained.
2. Employees must follow security best practices, including the following basic privacy controls:
 - A. Employees are required to ensure that all sensitive/confidential information in hardcopy or electronic form, including Personal Identifying Information (PII) is secured in their work area at the end of the day and when they expect to be gone for an extended period. Hard copy materials are secured when they are locked in a storage area (such as a desk or file cabinet) or locked in a room.
 - B. Computer workstations must require a password to access the computer when the workstation is unoccupied.
 - C. Keys used to access storage areas must not be left at an unattended desk or available for access by other members in the employee's household.
 - D. Passwords may not be left on sticky notes posted on or under a computer, nor may they be left written down in an accessible location.
 - E. Whiteboards containing confidential, PII are not to be visible to passersby or to members of the employee's household and must be erased when unattended.
 - F. Lock away portable computer devices such as laptops and tablets.

- G. Treat mass storage devices such as CD-ROM, DVD or USB drives as sensitive and secure them in a locked drawer.
 - H. Employees shall not print PII information.
 - I. Hard copy documents containing PII information which are to be discarded shall be shredded.
3. Any time PII is transported from one location to another, care must be taken to provide appropriate safeguards. When PII is hand-carried by an individual in connection with a trip or in the course of daily activities, it must be kept with that individual and protected from unauthorized disclosures.

VII. Workplace Safety

An employee authorized to telework shall be responsible for following all guidelines provided in the Telework Safety Checklist.

VIII. Workers' Compensation

Workers' Compensation benefits will apply only to injuries arising out of and in the course of employee performing work functions and as defined by workers' compensation law. Employees are covered by workers' compensation while teleworking. Employees must report any work-related injuries sustained while teleworking to the City and their supervisor immediately. The City shall not be responsible for injuries or property damage unrelated to work activities, including injuries to third persons, when said injuries or damage occur at the alternate worksite.

IX. Teleworking Agreement

- 1. An employee who is authorized to telework must complete a Teleworking Agreement form and if approved by the department head, the Teleworking Agreement form will be signed. The Teleworking Agreement details the expectations of the employee authorized to telework, including, but not limited to:
 - A. Productivity standards;
 - B. Employee responsibilities for adherence to all laws, rules, policies, procedures, regulations;
 - C. Schedule and timekeeping requirements;
 - D. Compliance and security requirements for equipment, sensitive or confidential data;
 - E. A listing of equipment provided to employee, its proper use and maintenance of City equipment;
 - F. Reporting of injuries and other required safety measures;
 - G. Acknowledging that the teleworking arrangement can be terminated or modified by the City at any time;

- H. Verification that City Information and Technology security standards are met; and
- I. Verification that the City's Safety guidelines provided in the Safety Checklist are met and adhered to.

Criteria for Hoteling

1. The Appointing Authority or designee who wishes to participate in hoteling between an alternate City facility(ies) must demonstrate the type of work is suitable to an employee working between varying City facilities and that there is sufficient workspace and necessary equipment available at the alternate City facility(ies) to perform the duties of the position.
 - A. The work can be performed from a remote or alternative City location;
 - B. The work can be performed without negatively impacting service delivery;
 - C. Supervisors and managers are trained to handle work situations arising from supervising remote workers;
 - D. There is a clear way to measure the work the employee completes;
 - E. The alternate work site is suitable for the type of work to be performed;
 - F. Sensitive and/or confidential data is reasonably protected and not placed at a higher risk because of the telework arrangement; and
 - G. The department has the ability to provide the necessary tools and equipment to the employee which are necessary for the employee to be able to perform the work.
2. An employee's participation in a hoteling work arrangement, where he/she is not assigned to a designated work station, is not necessarily voluntary.

X. General Teleworking Requirements

1. Employees wishing to telework must:
 - A. Have passed an initial probationary period, if any, or, in the alternative, receive a specific waiver of this requirement from the City Manager;
 - B. Not be under investigation or on a performance improvement plan;
 - C. Possess the knowledge to be able to perform the assigned work duties without direct supervision; and
 - D. Be self-directed, have the ability to prioritize, and have a history of reliable and responsible discharge of work duties.
2. The following types of tasks/duties are generally not suitable for regular telework:
 - A. Jobs that require frequent face-to-face customer, co-worker/stakeholder contact, which occur at specific City office locations

- B. Jobs that require a physical presence in a certain location (such as water or wastewater treatment plant and/or distribution or collection; streets, parks or building maintenance; reception or public interfacing)
 - C. Law enforcement and firefighting
 - D. Jobs that require specialized equipment
 - E. Jobs that require highly confidential work that cannot be adequately secured working offsite
 - F. Jobs that focus on maintaining City facilities or equipment
 - G. Jobs that require resources located at the employee's primary work location and are of such a nature that they can't easily be removed or taken home as they will negatively impact operations
 - H. Jobs with on-site duties such as photocopying, document routing, filing, or answering phones
3. Functions that may work well in a telework arrangement include:
- A. Duties that are independent in nature
 - B. Reading, research, writing and editing including communications, charts, planning
 - C. Data analysis, data entry and "number crunching"
 - D. Participating in telephone conversations
 - E. Participation in conference calls, webinars and computer trainings
 - F. Work typically completed at a desk without special equipment

XI. Criteria for Telework

1. Criteria for Regular Telework:

The department head shall determine if s/he wishes to establish a teleworking arrangement in his/her department. Prior to establishing a telework program, s/he must demonstrate:

- A. The work can be performed from a remote or alternative non-City location;
- B. The work can be performed without negatively impacting service delivery;
- C. Supervisors and managers are trained to handle work situations arising from supervising remote workers;
- D. There is a clear way to measure the work the employee completes;

- E. The alternate work site is suitable for the type of work to be performed;
- F. Sensitive and/or confidential data is reasonably protected and not placed at a higher risk because of the telework arrangement; and
- G. The Department has the ability to provide the necessary tools and equipment to the employee which are necessary for the employee to be able to perform the work.

2. Criteria for Situational Telework:

The department head may establish the advance notice requirements for authorizing situational telework. Generally speaking, sufficient notice should be provided to ensure the employee understands the outcomes/work product s/he is responsible for completing during the period of the situational telework. Further, the department must be able to establish the employee has the necessary equipment and tools to complete his/her assignment(s) and communication protocols have been established for checking back with his/her supervisor and or customers, as necessary.

The department head, in consultation with the City Manager or designee, may provide situational telework as part of a workplace modified duty assignment which is temporary in nature.

3. Criteria for Emergency Telework:

Emergency telework is infrequent or rare and approval is limited. The department head may authorize emergency telework for inclement weather when circumstances warrant only if the employee has access to his/her work via the necessary tools to be able to perform meaningful work. For all other circumstances of emergency work, the criteria shall be established by the City Manager.

XII. Procedure for Telework

- 1. No employee may telework without written approval of the department head.
- 2. Department heads are expected to notify employees of approval, request a modification to the telework request, or deny the request within fourteen (14) calendar days of the receipt. If the employee is not satisfied with the department head's decision, the employee may submit a written request to the department head to reconsider that decision. Within a reasonable amount of time (for example, fourteen (14) calendar days) after receiving the request for reconsideration, the department head shall either approve or deny, in full or in part, the appeal. The decision of the department head is final.
- 3. A regular Teleworking Agreement may be initiated by the City or by an employee; however, no employee shall be forced to work from his/her home on a regular or recurring basis. Situational or emergency teleworking arrangements may be initiated by the City or by the employee. Emergency teleworking for inclement weather may be authorized by the department head; however, emergency teleworking for natural disasters, continuity of government or other similar situations, shall be authorized at the sole discretion of the City Manager.

4. A Teleworking Agreement must be signed for regular or situational telework. When emergency teleworking is approved, written authorization detailing the dates of the approval of emergency telework and clear expectations must be communicated to the employee.
5. Employee shall review and complete a Telework Safety Checklist to help ensure a safe and productive alternate work environment.
6. Upon completion of the approved Teleworking Agreement, the department head shall send a signed authorization and Teleworking Agreement to the Administrative Services Department and a copy shall be placed in the employee's personnel file. (The Administrative Services Department may also maintain a separate file of Telework Agreements for the monitoring of the Telework Policy.)
7. Telework agreements can be in effect for up to one (1) year. The teleworking arrangement must be reviewed at least annually to ensure the standards for participation are being followed and may be renewed through the completion and approval of a new Teleworking Agreement.

XIII. Department Management Responsibilities

1. Apply consistent rationale for reviewing and approving telework requests.
2. Determine positions appropriate for telework.
3. Approve performance standards and expectations for an employee authorized to telework.
4. Ensure adherence to work standards and City or department policies, procedures, work rules, and laws and regulations.
5. Maintain efficient and effective work operations and ensure that authorized telework agreements do not interfere, disrupt or have any negative effects or consequences to City operations.
6. Ensure supervisors and managers are provided opportunities and are trained to sufficiently supervise an employee authorized to telework remotely from their primary work location.
7. Ensure adequate resources are provided to an employee authorized to telework.
8. Determine which positions are appropriate for hoteling and how to best allocate space.
9. To not approve a telework arrangement of more than three days per week for employees on a "5/8" work schedule or two days per week for employees on a work schedule different than a "5/8" work schedule without the express authorization of the City Manager.

XIV. Supervisor Responsibilities

1. Appropriately assess an employee's readiness and ability to telework.
2. Review requests for teleworking and outline performance expectations.
3. Monitor the work environment for, and report to management, any negative effects or consequences resulting from approved telework agreements.

4. Establish performance standards and expectations for an employee authorized for telework.
5. Provide effective means of communication to teleworking employee.
6. Ensure adherence to work standards and City or department policies, procedures, work rules, and laws and regulations.
7. Maintain efficient and effective work operations and ensure that authorized telework agreements do not interfere, disrupt or have any negative effects or consequences to City operations.
8. Establish and maintain appropriate methods of communication.

XV. Employee Responsibilities

1. Sign and adhere to City Teleworking Agreement.
2. Secure computer systems in accordance with City guidelines of City records so that confidentiality is maintained.
3. Secure and arrange work space to protect confidentiality of City records and to maintain a safe work environment.
4. Make appropriate childcare or other dependent care arrangements to ensure distractions do not exist to interfere with performing City duties.
5. Adhere to all City and departmental policies, rules and procedures.
6. Update and maintain correct contact information.
7. Successfully meet City performance standards.
8. Properly store and maintain City issued equipment.

XVI. Administration

The Telework Policy and related documents is under the general oversight of the City Manager's Office, and amendments may be made periodically by the City Manager.

Telework Safety Checklist

The following checklist is recommended for use by each teleworker in organizing an alternate work site. The participating employee should review this checklist with his/her supervisor prior to the start of telework, and they are encouraged to work together to ensure the safety of the alternate work site.

Work Site

- Teleworker has a clearly defined workspace that is kept clean and orderly.
- The work area is adequately illuminated with lighting directed toward the side or behind the line of vision, not in front or above it.
- Exits are free of obstructions.
- Supplies and equipment (both departmental and employee-owned) are in good condition.
- The area is well ventilated and heated.
- Storage is organized to minimize risks of fire and spontaneous combustion.
- All extension cords have grounding conductors.
- Exposed or frayed wiring and cords are repaired or replaced immediately upon detection.
- Electrical enclosures (switches, outlets, receptacles, junction boxes) have tight-fitting covers or plates.
- Surge protectors are used for computers, fax machines, and printers.
- Heavy items are securely placed on sturdy stands close to walls.
- Computer components are kept out of direct sunlight and away from heaters.

Preparedness

- Emergency telephone numbers are readily accessible.
- A first aid kit is easily accessible and replenished as needed.
- Portable fire extinguishers are easily accessible and serviced as needed.

Ergonomics

- Desk, chair, computer, and other equipment are of appropriate design and arranged to eliminate strain on all parts of the body.
- Employees should avoid or keep distracting sounds to a minimum by diffusing unavoidable noise by shutting a door or using a room divider.

Work-Related Injuries/Illnesses

- In the event of a life-threatening injury, call 911 immediately.**
- In case of a non-life-threatening work-related injury, call your immediate supervisor and call LWP Claims Solutions at (800) 565-5694
- Call your supervisor to notify him/her of the injury
- File a workers' compensation claim

Telework Agreement

This Agreement specifies the conditions applicable to an arrangement for performing work at an approved alternate non-City workplace and incorporates herein, agreement to adhere to all provisions specified in the City's Telework Policy. I [the employee] understand that all obligations, responsibilities, terms and conditions of employment with the City remain unchanged, except those obligations and responsibilities specifically addressed in this Agreement and within the City's Telework Policy. I understand this Agreement does not provide an ability to alter/modify my hours of work without prior written approval nor does it allow for overtime to be worked without advanced approval from my supervisor.

The following conditions for telework must be agreed to by the employee, the employee's supervisor/manager, and department head (or his/her designee) in advance of an employee beginning to telework. The conditions must be revisited and agreed to on an annual basis.

Section 1: Teleworker Information

Employee Name (Last, First)	Job Classification/Title
Department	Supervisor/Manager's Name

The parameters of this Telework Agreement are valid for the following period of time, unless terminated early by the department:

D Initial Trial Period 3-6 months	____ / ____ / ____ _ to ____ / ____ / ____ _
D Annual Recertification & Renewal <i>Limited to 12 months</i>	____ / ____ / ____ _ to ____ / ____ / ____ _





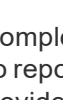

Section 2: Telework Schedule

It is understood that telework days must be scheduled in advance and approved by the department head. At certain times, it may be necessary for the telework schedule to be revised to ensure critical deadlines are met or to attend meetings. Any changes by the employee in the agreed upon schedule must be pre-approved, and when ongoing, documented and appended to the Telework Agreement.

The following telework schedule is being established:

Regularly Assigned Worksite:	Approved Alternate Worksite Address:
	Alternate Worksite Telephone or Cellphone Number
Type of Telework Assignment: <input type="checkbox"/> Regular and Recurring <input type="checkbox"/> Situational <input type="checkbox"/> Situational - Modified Dutv	Regular and Recurring Telework Schedule: ___ Number of days per week or pay period <input type="checkbox"/> Number of days per month

Telework Days of Week/Month

	From: _____ To: _____
	From: _____ To: _____
ednesday	From: _____ To: _____
	From: _____ To: _____
	From: _____ To: _____
	From: _____ To: _____
	From: _____ To: _____

The employee agrees to complete assignments by the agreed upon delivery dates. The employee further agrees to report all time spent teleworking honestly and accurately. The supervisor/manager will provide the teleworker/ employee with all work assignments.

Section 3: Equipment

	Personal	City-Suoolied
Laptop	<input type="checkbox"/>	<input type="checkbox"/> Serial No.
Tablet	<input type="checkbox"/>	<input type="checkbox"/> Serial No.

Cellphone	<input type="checkbox"/>	<input type="checkbox"/> Serial No.
Printer	<input type="checkbox"/>	<input type="checkbox"/> Serial No.
Access	<input type="checkbox"/>	<input type="checkbox"/> VPN <input type="checkbox"/> Citrix <input type="checkbox"/> Other
Other:	<input type="checkbox"/>	<input type="checkbox"/> Serial No.
Other:	<input type="checkbox"/>	<input type="checkbox"/> Serial No.

Section 4: Departmental Conditions

Duties/Expectations Productivity

Additional Departmental Conditions (if applicable)

Section 5: Communications Expectations

- Employee will generally return calls from the office within ____ minutes
- I agree to provide updated contact information (both personal and/or cellphone numbers) to my supervisor. Phone number: _____
- Specify: back-up and emergency contacts plans, when and how often calls/emails/communication are to be returned, during what time frames, and how (phone, text, e-mail, fax, etc.):

- Other: _____

Section 6: Daycare / Dependent Care

- I have dependents, but I have arranged care either inside/outside of the home and verify that my dependent care responsibilities will be conducted by someone other than me when I am working and at work and will not interfere with my work responsibilities.
- I do not have dependents who reside in the home.

Section 7: Employee Agreements and Acknowledgement

Continuity of Operations During Emergency Situations: All City employees are emergency/disaster workers and may be expected to telework in emergency/disaster situations. Employees may be required to work from home during any 1) natural disaster, 2) a pandemic, or 3) when the regular worksite is closed or closed to the public due to nature or manmade emergency situations (e.g., earthquake, fire, terrorism, etc.). Employees unable to work due to personal situations (e.g., illness or dependent care responsibilities) must take appropriate leave (e.g., annual or sick).

I agree with and understand the following conditions:

- To remain accessible during designated work hours, and understand that management retains the right to modify or revoke this Agreement on a temporary or permanent basis.
- To use City-owned records, and materials for purposes of City business only, and to protect them against unauthorized or accidental access, use, modification, destruction, loss, theft, or disclosure.
- Use of City-owned equipment for incidental personal use, shall not interfere with the business use of the equipment.
- To report to the supervisor instances of loss, damage, or unauthorized access, use, destruction, loss, theft, or disclosure at the earliest opportunity.
- To return City equipment, records and materials within 5 calendar days of termination of this agreement.
- All equipment, records and materials provided by the City shall remain the property of the City.
- It is important to maintain a safe and secure working environment.
- I am responsible for arranging the approved off-site workspace in an ergonomically sound manner and that I am able to request ergonomic assistance through my supervisor and/or chain of command.
- To report any work-related injuries to the supervisor at the earliest opportunity.
- To hold the City harmless for injury to others at the alternate workplace.
- My personal vehicle will not be used for City business unless authorized by the supervisor.
- Any costs and expenses arising from the conduct of City business in my personal home (e.g. electricity, heat, water, connectivity/computer related charges) is paid at the employee's expense.
- I will maintain of auto liability insurance in accordance with the City's policy.
- I am responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.
- The City is not obligated to approve a proposal for a teleworking work agreement for any employee. The decision is at the sole discretion of my department head or designee.
- This agreement and work schedules are subject to ongoing review and may be subject to modification or termination at any time based on performance concerns or business needs.
- Whenever practical, the City shall give a minimum of fourteen (14) calendar days' notice when revoking or modifying a telework agreement.

- I am responsible for adhering to all City and department rules, policies, regulations and laws
- Truthfully and accurately report time work and absences from work on the timesheet
- That I may have to come into the office on an assigned telework day.
- I am responsible for the cost to travel/commute to the office.
- I am responsible for maintaining City equipment/materials entrusted to my care.
- City equipment and supplies will be used for City business purposes.
- I shall not bring clients, customers, vendors or other persons into my home to conduct City business.
- I have arranged care either inside/outside of the home and verify that my dependent care responsibilities will be conducted by someone other than me when I am working and will not interfere with my work responsibilities.
- All documents, including emails, correspondence, memos etc., that employee sees, sends, receives, reviews etc., while working for the City belong solely and exclusively to the City. When employee separates employment with the City, employee is required to return all such emails, correspondence, memos etc., with the City. If employee fails to comply with this agreement, employee agrees that the City is entitled to entry of an injunction or specific performance or conversion order in a Court of competent jurisdiction requiring employee to return any such documents.

I hereby affirm by my signature that I have read the City's Telework Policy and this Teleworking Agreement, and understand, agree to, and will abide by all of the outlined provisions.

Employee Signature

Date

Section 6: Approval

The employee is authorized to telework per the terms of the City's Teleworking Policy and the specific terms of this Telework Agreement.

Approved By _____

Print Name

Department Head Signature

Date

Section 7: Rescinded

This Telework Agreement is rescinded effective on [date]: _____

Rescinded By _____

Print Name

Department Head Signature

Date

ROUTING:

Original to Personnel File

Department Head

Administrative Services

Supervisor

Information Technology

Employee