

**RESOLUTION NO. 2013-116**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK  
APPROVING AND ADOPTING A MEMORANDUM OF AGREEMENT WITH  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 (SEIU)**

**WHEREAS**, on July 9, 2013, the City Council approved a tentative labor agreement with the Service Employees International Union, Local 1021, which was ratified by the membership of SEIU on July 22, 2013; and

**WHEREAS**, staff has prepared a final Memorandum of Agreement with SEIU in accordance with Council direction.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it does hereby approve and adopt the Memorandum of Agreement for SEIU, which is attached hereto as Exhibit "A."

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to execute documents pertaining to same for and on behalf of the City of Rohnert Park.

**DULY & REGULARLY ADOPTED** this 13<sup>th</sup> day of August, 2013.



**CITY OF ROHNERT PARK**

Pam Stafford  
Mayor

**ATTEST:**

John M. Buegler  
City Clerk

AHANOTU: AYE BELFORTE: AYE MACKENZIE: ABSENT CALLINAN: ABSENT STAFFORD: AYE  
AYES: (3) NOES: (0) ABSENT: (2) ABSTAIN: (0)



**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
THE CITY OF ROHNERT PARK  
AND THE  
SERVICE EMPLOYEES INTERNATIONAL UNION  
(S.E.I.U.) LOCAL 1021 MAINTENANCE WORKERS**

**EFFECTIVE July 1, 2013 – June 30, 2014**

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## MEMORANDUM OF AGREEMENT

Pursuant to Government Code Section 3500 et. seq., the Service Employees International Union (S.E.I.U.) Local 1021 and the representatives of the City of Rohnert Park have met and conferred and hereby submit their joint recommendations for compensation and benefit adjustments for represented Rohnert Park City employees in the Department of Public Works.

### 1. Hours of Work

#### 1.1 Regular Workweek

The regular workweek for all employees shall consist of consecutive workdays, Monday through Friday. The regular workday for employees shall consist of eight (8), nine (9), or ten (10) hours of work as may be determined from time to time by mutual agreement of the employee and his/her supervisor. With agreement between an employee and his/her supervisor, the employee may volunteer for a regular work schedule other than defined in this section.

#### 1.2 Additional Shifts

In the event the City establishes additional ongoing shifts, i.e. swing or graveyard shifts, City agrees to meet and confer with S.E.I.U. to develop a program for shift differential pay.

#### 1.3 Temporary Alternate Work Schedule

The City may, from time to time, need to schedule work at times other than the regular workweek. In such instances, the City will establish a "temporary alternate work schedule," that will not exceed two months in duration. The City will publish the work assignment and temporary alternate work schedule at least seventy-two (72) hours prior to schedule implementation. Supervisors may request and employees may voluntarily agree to work according to a temporary alternate work schedule. The decision by any employee to not volunteer to participate in a temporary alternate work schedule shall not be cause for any disciplinary action by the City. Among employees that voluntarily agree to a temporary alternative work schedule, preference and priority of assignment will be made on a seniority basis. The City agrees to pay employees that volunteer for a temporary alternate work schedule at a rate equal to one and one half (1½) times the employee's regular hourly rate for all hours worked except the City agrees to pay employees two (2) times the employee's regular hourly rate for all hours worked between midnight (12:00 a.m.) and 6:00 a.m., and any hours worked on any Saturday, Sunday or holiday as defined by this agreement.

### 2. Overtime

#### 2.1 Overtime Compensation Rate

Overtime compensation at the rate of one and one-half (1½) times the employee's regular hourly rate shall be paid for all hours worked;

(a) In excess of forty (40) hours in any workweek.

(b) In excess of employee's regularly scheduled shift, as may apply in accord with Section 1 above, in any one workday;

(c) On any Saturday or Sunday, or Holiday (with certain exceptions listed below in this Section) as defined by this agreement.

Overtime compensation at the rate of two (2) times the employee's regular hourly rate shall be paid for all hours worked;

(a) Between midnight (12:00 a.m.) and 6:00 a.m. on a weeknight or weekend.

(b) On Easter Sunday, Thanksgiving Day, Christmas Day or New Year's.

## **2.2 Compensatory Time**

A maximum of one hundred twenty (120) hours of compensatory time off may be accrued by an employee by mutual agreement of the employee and the Assistant City Manager. Accrual and/or utilization of compensatory time may not be unreasonably denied. The City and SEIU agree that compensatory time balances will be reported on pay stubs effective July 1, 2013.

## **2.3 Call Back**

Employees who are called back to work after having left the work site shall be entitled to a minimum of two (2) hours pay at the overtime rate. Callback is when an employee is requested to respond and does respond to a Public Works assignment between the employee's normal quitting time and normal starting time.

## **2.4 Weeknight Stand-by Pay**

Employees scheduled to be immediately available on weeknights (Monday through Friday) shall be considered to be on weeknight stand-by duty and shall be paid at a flat rate of \$30.00 for each four hour shift while on stand-by duty and available for handling calls.

(a) Employees assigned to weeknight duty shall be responsible for lock-up of the Corporation Yard (not to exceed 30 minutes) which is determined to be compensated as part of the weeknight stand-by pay.

## **2.5 Weekend and Holiday Stand-by Pay**

Employees scheduled to be immediately available on weekend and holiday stand-by duty shall be considered to be on stand-by duty and, in order to comply with the Fair Labor Standards Act, shall be paid at a flat rate for a twenty-four hour period. The rate shall be \$30.00 for each four hour shift.

## **2.6 Stand-by Duty Work Assignments**

Employees on weekend and holiday stand-by duty shall be required to perform certain routine assignments including but not limited to the routine inspection and maintenance of facilities, such as wells, sewer plant, parks, swimming pools, buildings, etc. Routine assignments shall not exceed one (1) hour, which is determined to be compensated as part of the standby pay.

## **2.7 Stand-by/Call-out Minimum Pay**

Public Works stand-by/call-outs are subject to a one (1) hour minimum, except that:

(a) Stand-by/call-outs on the weekend, between the hours of 12:00 a.m. and 6:00 a.m., are subject to a two (2) hour minimum, with a limit of six (6) hours per day; and

(b) Stand-by/call-outs at any time on Easter, Thanksgiving, Christmas Day or New Year's Day are subject to a two (2) hour minimum.

(c) Any Public Works employee on stand-by who is required to work shall be compensated at one and one-half (1 1/2) times the employee's base hourly rate, except that:

- (i) Any Public Works employee on stand-by who is required to work on a weeknight, between the hours of midnight (12:00 a.m.) and 6:00 a.m., shall be compensated at two (2) times the employee's base hourly rate;
- (ii) Any Public Works employee on stand-by who is required to work on the weekend, between the hours of midnight (12:00 a.m.) and 6:00 a.m., shall be compensated at two (2) times the employee's base hourly rate; and
- (iii) Any Public Works employee on stand-by who is required to work at any time on Easter, Thanksgiving, Christmas Day, or New Year's Day shall be compensated at two (2) times the base hourly rate.

## **2.8 Eligibility for Stand-by/Call-out**

All employees living within twenty (20) minutes of the Maintenance Yard, based upon MapQuest estimates, shall be eligible for stand-by duty.

## **3. Holidays**

### **3.1 Observed Holidays**

Employees will receive the following thirteen and one-half (13½) holidays annually, specifically:

"New Years Day", January 1

The third Monday in January, "Martin Luther King, Jr. Day"

Friday proceeding "President's Day"

The third Monday in February, "President's Day"

The last Monday in May, "Memorial Day"

"Independence Day", July 4

The first Monday in September, "Labor Day"

"State Admission Day", September 9th

The second Monday in October, "Columbus Day"

"Veteran's Day", November 11

The fourth Thursday in November, "Thanksgiving Day"

Day after "Thanksgiving"

12:00 Noon to 5:00 p.m. on Christmas Eve, December 24 (a total of four paid holiday hours)

"Christmas Day", December 25

Every day proclaimed by the President, Governor or Mayor of the City as a public holiday and made applicable to City employees.

Each day that the Governor declares a day of mourning or special observance as a holiday for State employees if the declaration makes it applicable to City employees.

### **3.2 Holidays for Regular Part-Time Employees**

If a scheduled or observed holiday falls on a regularly scheduled day off, the part-time employee shall be entitled to the pro-rated number of holiday hours, which may be taken as time off in the pay period in which the holiday falls.

## **4. Annual Leave Program**

### **4.1 Accrual**



Effective July 1, 2011 employees shall accrue monthly the following Annual Leave:

Length of Service	Monthly Annual Leave Hours	Yearly Annual Leave Hours
0 to 2 years	12.67 Hours	152 Hours
3 to 5 years	14 Hours	168 Hours
6 to 10 years	16 Hours	192 Hours
11 to 15 years	18 Hours	216 Hours
16+ years	19.33 Hours	232 Hours

#### **4.2 Residual Accrued Sick Leave**

Effective July 1, 2011, employees shall not accrue any form of sick leave or disability wage, non-industrial or industrial. However, employees who have accrued fully-paid hours under either the sick leave or disability wage program for non-industrial illness and injury shall retain the balance of such hours accumulated as of July 1, 2011. Half-pay hours accumulated as provided by the disability wage plan will be converted to fully-paid hours (balance divided by 2), and credited to the balance of each employee covered by the disability wage plan. Employees in the disability wage plan who have not received their 2011 anniversary allotment of 40 hours of full-pay disability wage at the time of conversion will receive this additional 40 hours upon conversion. Paid leave for approved absence due to injury or illness may be charged against this balance at the employee's discretion. Upon retirement from the City of Rohnert Park, an employee may convert any remaining sick leave balance to service credits pursuant to CalPERS regulations and procedures.

#### **4.3 Accrued Vacation Conversion**

Effective July 1, 2011, employees shall not accrue vacation. All existing accumulated vacation shall be converted to Annual Leave.

#### **4.4 Annual Leave Administration**

Annual leave hours may be used to provide paid time off for any approved absence, including but not limited to vacation and illness. When annual leave is used for sick leave purposes, the City may require the employee to submit substantiating evidence of illness if there is a demonstrable pattern of abuse.

##### **(a) Accrual Cap**

An employee may accumulate annual leave credits up to a maximum of 500 hours of annual leave. Accrual shall cease until the annual leave balance falls below the 500 hour annual leave cap.

##### **(b) Cash Out**

Accumulated annual leave shall be converted to cash upon separation from City service.

##### **(c) Seniority Preference**

Preference for leave scheduling will be on the basis of seniority within classification and/or as has been past practice.

#### **4.5 Short Term Disability**

The City will provide a short-term disability insurance program which includes income replacement of 60% and benefits coordination to employees.

#### **5. Military Leave**

The City grants military leave and any related benefits maintenance, job seniority and retention rights to all employees for service in a uniformed service in accordance with state and federal law. The employee must notify his/her supervisor of upcoming military duty as soon as he/she becomes aware of his/her obligation.

#### **6. Other Fringe Benefits**

##### **6.1 Fringe Benefit Administration**

City reserves the right to select the insurance carrier(s) or to self-administer any of the fringe benefit programs provided during the term of this agreement. In the event that any offered health plan is no longer offered, the City agrees to provide a suitable replacement health plan that is substantially comparable and will agree to meet and confer regarding same.

All benefits provided under this section (Section 6) are subject to the characteristics of each individual benefit program.

The value or availability of the benefits provided in this Memorandum of Agreement as originally worded or as amended from time to time may depend on their tax treatment by the State or Federal government or the decisions of other government agencies or departments, such as, but not limited to, the Public Employees Retirement System. The City will endeavor to obtain the most favorable treatment legally possible from these other governmental entities. However, the City makes no representation concerning the value of such benefits to unit members or how they will be taxed or otherwise treated by other agencies or departments. The City's obligations under this Memorandum of Agreement are limited to the direct cost of providing the salary and benefits as described in this Memorandum of Agreement. The City shall have no additional financial obligation, even if the tax or other treatment of such salary or benefits by other agencies or departments reduces or eliminates their value to the employee.

- (a)** The City will continue all employee benefits and pay the appropriate premiums, as specified in the applicable section(s) of this agreement, due for an employee out on an authorized leave while an employee is being compensated by annual leave time, compensatory time, and/or residual sick leave time.
- (b)** Employee may continue certain employee benefits during an authorized leave without pay for the period of the authorized leave by making payment to City for said benefits.

##### **6.2 Catastrophic Leave**

Leave benefits shall be provided as outlined in the Amended Catastrophic Leave Program, a copy of which is attached hereto, approved by City Council Resolution No. 2001-270 adopted December 11, 2001.

### **6.3 California Family Rights Act and Family Medical Leave Act**

Employees may request a leave of absence under the California Family Rights Act (CFRA) and/or the Federal Family Medical Leave Act (FMLA). Requests for family and medical leave shall comply with the requirements of the CFRA and/or the FMLA.

### **6.4 Temporary Light or Limited Duty**

Employees injured or ill from either on-the-job (industrial) or off-the-job (non-industrial) causes may, at the City's sole discretion, be assigned to light, limited, or modified duty. Such assignments may involve duties that differ from the normal work duties of the employee. Requests for permanent job accommodations shall be handled through the interactive process required by state and federal law.

### **6.5 Americans with Disabilities Act**

The City and S.E.I.U. recognize that the City has an obligation under law to comply with the Americans with Disabilities Act (ADA).

### **6.6 Payment to Beneficiary**

Upon death of an employee, any unused vacation and compensatory time shall be paid to the employee's surviving spouse or beneficiary. In the absence of a spouse or beneficiary, any unused vacation and compensatory time shall be paid to the primary beneficiary specified by the employee on the employee's enrollment/beneficiary card for City provided Life Insurance.

### **6.7 Insurance Coverage**

The City shall provide the insurance programs described in this Section. The City reserves the right to provide these insurance programs by self-insurance, through an insurance company or by any other method which provides the coverage outlined. Any premiums paid by the employee eligible for Section 125 will be deducted from the employee's pay on a pre-tax basis. These provisions will remain in effect during the term of the agreement unless the parties by mutual agreement agree to different insurance coverage including "cafeteria" style benefits plan. The Parties will work together through the Joint Labor-Management Committee to discuss options to develop and implement a "cafeteria" style benefits plan under the provision of Internal Revenue Code 125. Absent mutual agreement to an earlier date, the parties will target implementation by July 1, 2013 during negotiations for a successor MOA.

#### **(b) Health Insurance**

The City shall offer employees and their eligible dependents, a health insurance program under the terms set forth below:

- i. For the term of this agreement employees will have a choice of Kaiser Permanente (Traditional Plan and HSA) or Anthem Blue Cross Prudent Buyer Plan (Traditional Plan and HSA) or any other appropriate health plan offered by the City.

- ii. The City agrees to contribute towards medical insurance premiums an amount equal to 80% of the lowest cost health plan at the employee's enrollment level, excluding the Health Savings Account plans.
- iii. The City shall provide a copy of the summary description of all health care programs offered by the City to each employee upon request.
- iv. Regular part-time employees may elect to participate in health insurance plans and the City will contribute a pro-rata amount (based on the allocation of the position) towards the premium. The part-time employee will be responsible for the balance of the premium through payroll deductions. If the part-time employee does not select coverage, no cash payment will be made in lieu of the insurance.

#### **6.8 Alternate Benefit**

Eligible employees who provide proof of health insurance coverage from a source other than the City may receive an alternate benefit of \$350.00 per month. This benefit shall be provided as outlined in City Council Resolution No. 2007-178, adopted October 23, 2007.

#### **6.9 Dental Coverage**

The City shall offer employees and their eligible dependents, a dental insurance program under the terms as set forth below:

- (a) The City shall pay the applicable monthly premiums and any increases during the term of this Understanding. Premiums will be set by the insurer, or if self-insured by the City, using fiscally prudent methods. The City shall provide a copy of the summary description of the dental program offered by the City to each employee upon request.
- (b) In general, the program includes basic dental insurance coverage of payment to network dentists of the indicated percentage up to the maximum of \$2,000 for each eligible person per year for the following benefits:
  - (i) One hundred percent (100%) of the cost of diagnostic and preventative care.
  - (ii) Eighty-five percent (85%) of the cost of basic dental services.
  - (iii) Eighty-five percent (85%) of the cost of crowns and restorations.
  - (iv) Fifty percent (50%) of the cost of prosthodontics.
  - (v) Two thousand dollar (\$2,000) maximum benefit for dental services per person per year.
  - (vi) Fifty percent (50%) of the cost of orthodontics with a one thousand five hundred dollar (\$1,500) lifetime maximum benefit per person.

#### **6.10 Vision Coverage**

The City shall offer employees and their eligible dependents, a vision insurance program under the terms as set forth below:

- (a) The City shall pay the applicable monthly premiums and any increases during the term of this Understanding. Premiums will be set by the insurer, or if self-insured by the City, using fiscally prudent methods. The City shall provide a copy of the summary description of the vision insurance program offered by the City to each employee upon request.
- (b) In general, the program includes an eye examination once each twelve (12) months, lenses once each twelve (12) months, and frames once each twenty-four (24) months. An employee may purchase contact lenses in lieu of the benefits summarized above.

#### **6.11 Adoption Benefit**

That the City provides a six hundred dollar (\$600) per child cash benefit to employees adopting minor children to help offset the cost of adoptions. This cash benefit does not include the cost of adopting stepchildren, i.e. children of present spouse.

#### **6.12 Death/Bereavement Leave**

- (a) A regular employee shall be paid up to three (3) days of bereavement leave when there is a death in their immediate family.
- (b) Additionally, a regular employee may, subject to approval of the supervisor, use two (2) additional days of the employee's accrued sick leave if the employee must travel out of the area, i.e. at least two hundred and fifty (250) miles one way.
- (c) Immediate family in this case means: spouse, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, child (including step-children), step-parents, aunts, uncles, grandparents, grandparents-in-law, grandchildren, relationships in loco-parentis, and close personal relationships with the approval of the City Manager or his/her designee.

#### **6.13 Funeral Benefit**

City will provide fifty percent (50%) co-payment, not to exceed two thousand dollars (\$2,000), for funeral expenses for an employee or their spouse only. This funeral benefit will be considered secondary to and shall be coordinated with any and all other funeral benefits that may be payable to employee or spouse.

#### **6.14 Long-Term Disability Insurance**

The City shall provide, at no premium cost to employees, long-term disability income protection insurance coverage. The basic benefit shall be sixty six and two thirds percent (66-2/3%) of the employee's monthly base pay with a maximum benefit of five thousand three hundred thirty three dollars (\$5,333). In no event shall the employee receive more than full salary. The benefits provided under this section are subject to the characteristics of the individual program.

- (a) The waiting period for the above long-term disability benefits plan shall be ninety (90) days.

### **6.15 Life Insurance**

- (a) The City will continue to provide, at no premium cost to employees, fifty thousand dollars (\$50,000) life insurance coverage provided to employees and one thousand dollars (\$1,000) for dependents, and which coverage includes accidental death and dismemberment benefits.
- (b) The City will allow, subject to the insurance carrier's approval, any employees to purchase, at their own cost, additional life insurance coverage under the City's group program.

### **6.16 Deferred Income**

The City will continue to make available to the employees a deferred income program, now being administered by Nationwide and International City Management Association (ICMA) or a similar program with another institution acceptable to City. The City agrees to add a "loan program" (whereby employees may request loans from their own deferred income) to this benefit as soon as administratively feasible and not later than October 31, 2013.

### **6.17 Retired, Deceased and/or Permanently and Totally Disabled Employees**

The language in this section has been revised from the MOA between the City and SEIU, Local 1021, effective July 1, 2007 through June 31, 2009 only for the purposes of administrative clarification, and does not represent a change in benefits provided.

- (a) The City agrees to make a medical insurance premium contribution toward the applicable early retirement premium or Medicare-eligible premium as outlined in the attached "Appendix A: Insurance Premium Contribution Rate Schedule." Coverage will extend to eligible dependents. The City will provide such contributions only:
  - 1. To regular full-time and regular part-time City employees hired before June 30, 2007 who have at least fifteen (15) years of continuous service with the City and who retire upon reaching retirement age or thereafter and are receiving a retirement allowance from CalPERS. Said employees shall be referred to as "Retired Employees."
    - a. Employees with less than 15 consecutive years of service with the City receive no City fringe benefits, i.e. medical, dental, vision, life insurance at retirement
    - b. Calculation of premium will be prorated for regular, part-time employees.
    - c. Employees must retire concurrent with termination of service with the City to be eligible for this benefit (no vesting).
    - d. The City's share of the premium costs for all retirement benefits as described herein shall not exceed the amount described in the attached "Insurance Premium Contribution Rate Schedule", and shall not include payment of Medicare B premiums.
  - 2. To regular full-time or regular part-time employees hired before June 30, 2007 who:
    - a. Have at least ten (10) years of continuous service with the City, and;

- b. Are retired forthwith from the City of Rohnert Park service into CalPERS at the time of permanent or total disability, and;
  - c. Are permanently and totally disabled from their occupation and unable to perform with reasonable continuity the material duties of their own occupation. After twenty-four (24) months if gainful employment is obtained in an occupation in which the material duties are reasonably fitted by education, training, experience and compensation to the occupation at the time of disability, the employee shall no longer be considered permanently and totally disabled from their occupation. In such circumstances, benefits shall be discontinued.
  - d. Said employees shall be referred to as "Retired Employees" except for the circumstance noted above in which the employee is no longer permanently and totally disabled. Coverage will extend to eligible spouse, registered domestic partner, and dependents.
- 3. To the surviving spouse, registered domestic partner, and legal dependents of a regular full-time or regular part-time employee hired before June 30, 2007 who died while a City employee after ten (10) or more years of continuous service with the City. Said employee shall be referred to as a "Deceased Employee."
  - 4. The City agrees to provide/offer and pay to regular full-time or regular part-time employees hired before June 30, 2007, the premium(s) as provided for active employees at time of retirement for life insurance, dental care, and vision care benefits for retired employees and eligible dependents. Calculation of premium will be prorated for regular, part-time employees.
  - 5. Benefits provided under this section shall be coordinated with Medi-Care, Medi-Cal, and any other welfare program available of which said benefit coverage shall be considered primary and City provided coverage in turn considered secondary.
  - 6. All benefits provided under this section are subject to the characteristics of each individual benefit program. The life insurance to be provided will be the life insurance plan amount in effect and in accordance with the provisions of the life insurance program as of the date of employee's retirement.
  - 7. The benefits provided under this section will continue for such retired employees and their spouse, registered domestic partner, and legal dependents, if any, while said retired employee is alive. In the event of the retired employee's death, coverage will continue for the spouse or registered domestic partners until the spouse or domestic partner dies, remarries, or forms another registered domestic partnership. In addition, the benefits provided under this section will continue for said retired or deceased employee's legal dependent children who qualify as an Internal Revenue Service dependent until said children reach the maximum age limit specified by state or federal law, or the spouse or registered domestic partner marries, or forms another registered domestic partnership whichever occurs earliest.
  - 8. Continuous City service is defined as being continuous regular full-time or regular part-time City employment only for calculating length of continuous service under this section. Part-time (non-benefited) employment and approved unpaid leaves

will not be used in calculating length of continuous service under this section. Any separation from City employment will void any previous accrual towards length of continuous service for purposes of this section, unless otherwise waived by the City Manager and due to extenuating circumstances. Layoffs with subsequent restoration and approved City paid or unpaid leaves do not constitute separation from City service (and therefore will not void any previous accrual towards length of continuous service) for the purpose of this section.

9. Any retired employee who, after retirement from the City, becomes employed elsewhere and is covered by medical, life insurance, health, dental or vision care benefits by his/her new employer, said coverage provided by the City to the retired employee will be considered secondary to the coverage provided by his/her new employer, his/her new employer's coverage shall be considered primary.
10. Any spouse or registered domestic partner of a deceased employee or deceased retired employee who is receiving benefit coverage as provided under this section, becomes employed and is covered by medical, health, dental or vision care benefits by his/her employer, said coverage provided by City will be considered secondary to the coverage provided by the spouse's or registered domestic partner's employer, and his/her employer's coverage shall be considered primary.

**(b)** Regular City employees hired after June 30, 2007 shall be eligible for the benefits described below in lieu of the benefits described in Sections 6.17 (a) above:

1. The City will contribute \$75.00 per month for active employees in paid status to a Retiree Health Savings Account (RHSA).
2. The City's contribution to an employee's RHSA shall be considered vested as to an employee terminating City employment with ten (10) or more consecutive years of City service.
3. Calculation of contribution will be prorated for regular part-time employees.
4. Subject to the eligibility criteria of REMIF and/or insurance plans, employees hired after June 30, 2007 may participate as retirees at their own expense in the City's group health insurance.

#### **6.18 Clothing Allowance**

- (a)** The City will provide an employee with reimbursement not to exceed two hundred dollars (\$200) per occurrence for clothing or personal equipment used during the course of employment (excluding jewelry) that has been destroyed or made otherwise non-usable. The City will provide an employee with reimbursement not to exceed fifty dollars (\$50) for the replacement of a watch that has been destroyed.
- (b)** For the term of this agreement, the City will provide each employee with reimbursement, not to exceed three hundred dollars (\$300) per fiscal year, for the cost of work boots upon submittal to the City of a paid receipt for the boots. City shall establish voucher payment system for boots.



- (c) Coveralls - For the term of this agreement, the City agrees to provide and replace when necessary appropriate coveralls to those City employees the City deems required to wear them in the performance of their duties, i.e. Maintenance Worker Painter, Equipment Mechanic, Senior Equipment Mechanic, and employees required to work in the sewer system. Said coveralls are and shall remain the property of City.
- (d) Uniform Service – During the term of this agreement, the City and SEIU agree to meet and mutually agree on the City's provision of appropriate other uniform and/or clothing items, including jackets, pants, shirts and rain gear, and their maintenance. When agreement is reached, a side letter memorializing such agreement will be added to this MOA. The City will have the initial meeting on this item no later than 30 days after ratification.

#### **6.19 Education and Training**

- (a) The City will provide an education and training assistance program to provide reimbursement to employees for tuition and book costs only for attending and completing, with a satisfactory grade (C or better), courses in the adult high school program, at Santa Rosa Junior College, at Sonoma State University or any other educational institution acceptable to the City. All courses or classes for which reimbursement will be requested must be previously approved by the Supervisor and the City Manager prior to the start of said classes and approval requested on the appropriate City form. The maximum allowed amount reimbursable for tuition is one thousand dollars (\$1,000) per instructional period plus books and materials, with a total reimbursable amount not to exceed three thousand dollars (\$3,000) per calendar year.

#### **6.20 Longevity Pay**

The City will continue to provide longevity pay to employees, based on continuous years of service (as defined in Section 6.20 (i)) as follows:

<b>Completed Years of Service</b>	<b>Pay Percentage Increases</b>
5 years	2%
For each year thereafter	1/2%

The maximum longevity pay percentage to be paid shall be ten percent (10%) of base pay. The "completed years of service" will be determined on January 1st and July 1st only and not on an employee's employment anniversary date.

For regular employees hired after 05/12/98, the longevity program as outlined above does not apply.

(a)**Educational Incentive Pay** - For regular employees hired after 05/12/98, which are not eligible for longevity pay as outlined in Section 6.22, the following educational pay benefit shall be provided:

**Stipend Level I - \$75**

1. An approved Technical Certificate awarded by Santa Rosa Junior College (SRJC), or other accredited college, that relates to employment in one or more public works functions.
2. A two-year Associate of Science (AS) or Associate of Arts (AA) degree in a subject area not related to public works functions.
3. An approved Technical Certificate awarded by the City, based upon a course of study completed at the SRJC.

**Stipend Level II - \$100**

1. A two year AS or AA degree with course study related to Public Works. Technical Certificates earned as part of an AS or AA degree are included in this category.
2. A two year AS or AA degree in any subject area, and an approved Technical Certificate.

**Stipend Level III - \$135**

1. A Bachelor of Science (BS) or Bachelor of Arts (BA) in any major course of study, awarded by an accredited college or university.
2. A two year AS or AA degree with course study related to Public Works, and two (2) Technical Certificates in a subject area related to Public Works. Technical Certificates must be at least thirty (30) units.

The Stipend payments provided above are not accumulative, i.e. only one of the two degrees is paid (cannot receive both stipends; only one stipend is paid per employee). In no event shall an employee be paid for more than one degree.

The Stipend payments are authorized only for AS, AA, BS, and BA degrees from an accredited college or university. A copy of the degree must be provided for validation and approval of payment.

**6.21 Retirement Programs**

- (a) Effective July 1, 2007, the City will provide the California Public Employees' Retirement System (CalPERS) two and seven tenths percent (2.7%) at fifty-five (55) retirement program to miscellaneous member employees.
- (b) Effective July 1, 2011 the City will provide the California Public Employees' Retirement System (CalPERS) two percent (2.0%) at fifty-five (55) program to miscellaneous member employees hired on or after July 1, 2011.
- (c) Beginning August 1, 2011, employees shall contribute 100% of the required member contribution.

- (d) The City will continue to provide the "single highest year compensation" optional provision in its contract with CalPERS.
- (e) The City will modify the CalPERS Annual Cost-of-Living Allowance Increase (Section 21335) to provide for a 2.0% annual maximum cost-of-living increase for employees hired after December 31, 2007. Employees hired prior to December 31, 2007 shall be eligible for the 5.0% annual maximum cost-of-living allowance increase as defined in Section 21335.
- (f) **New Employees Hired On or After January 1, 2013 Who Are New Members of the CalPERS System**

Effective January 1, 2013, the City will provide the CalPERS two percent (2.0%) at sixty-two (62), highest three year average program to new miscellaneous employees (who meet the definition of a new member under PEPPRA) hired on or after January 1, 2013.

Effective, July 1, 2013, such new miscellaneous member employees hired on or after January 1, 2013, shall contribute at least fifty percent (50%) of the normal cost rate to CalPERS.

Pensionable compensation does not include monies paid to new miscellaneous members for bonuses, uniform allowance, overtime allowance or reimbursement for housing and vehicles, or any ad hoc or one-time payments pursuant to Government Code Section 7522.34(c).
- (g) Benefits provided are subject to CalPERS regulations and relevant law.

#### **6.22 Dependent Care Assistance Program**

City will continue to provide the Dependent Care Assistance Program (DCAP) as authorized by the Internal Revenue Service for the set-aside of employee pre-tax dollars for childcare as approved by the Internal Revenue Service (IRS) and the California Franchise Tax Board.

#### **6.23 Health Care Tax-Free Dollar Account Program**

City will continue to provide the Health Care Tax-Free Dollar Account Program as authorized by the Internal Revenue Service for the set-aside of employee pre-tax dollars for the cost of monthly health care premiums as well as eligible unreimbursed medical expenses, as approved by the Internal Revenue Service (IRS) and the California Franchise Tax Board.

#### **6.24 Hearing Aid Benefit**

The City shall reimburse employee only eighty percent (80%) with a lifetime maximum of nine hundred dollars (\$900.00) for a hearing aid device.

### **7. Agency Shop and Payroll Deductions**

### **7.1 Agency Shop**

City acknowledges that S.E.I.U. Local 1021 is the exclusive representative for certain classifications listed below and that an agency shop arrangement as authorized by State law (Government Code Section 3502.5) was established pursuant to an election held during a previous contract period. The agency shop shall apply to all regular full-time and regular part-time Public Works employees except seasonal and temporary employees including Equipment Mechanic, Senior Equipment Mechanic, Instrumentation Technician, Electrician, Arborist, Meter Technician, Maintenance Worker II, Maintenance Worker I, and Maintenance Worker Trainee. Public Works' positions designated managerial by City, if any, shall not be subject to this Agency Shop Agreement.

### **7.2 SEIU Dues Deduction**

S.E.I.U. will be provided with monthly payroll deduction of dues, service fees and premium amounts for insurance programs sponsored by the employee's organization at no cost to the employee organization.

### **7.3 Employee Listing**

S.E.I.U. will provide the City Manager with a listing of deductions to be made from represented employees. Said listing will remain in force until amended by S.E.I.U. in writing. S.E.I.U. will hold the City harmless from any liability for errors resulting from errors on the listing provided by S.E.I.U.

### **7.4 SEIU Paycheck Deduction**

All S.E.I.U. deductions will be taken from the mid-month paycheck and promptly forwarded to S.E.I.U.

### **7.5 SEIU Membership – Service Fee**

Employees covered by this Memorandum of Agreement shall join and maintain membership in S.E.I.U., or at the employee's option (1) pay a monthly service fee equal to a percentage of monthly dues paid by S.E.I.U. members, or (2) pay monthly to a non-religious, non-labor, charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, a sum equal to the monthly dues paid by S.E.I.U. members. Said percentage will be established on an annual basis by S.E.I.U. in accordance with Hudson procedures. Option number two (2) is only available to an employee with a bona fide religious objection.

### **7.6 Hold Harmless**

S.E.I.U. agrees to indemnify and defend the City, its officers, employees and agents and hold it harmless against any and all suits, claims, demands and liabilities that shall arise directly or indirectly out of any action that shall be taken or not taken or on behalf of the City, its officers, employee and agents for the purpose of complying with the foregoing sections.

### **7.7 Fair Representation**

S.E.I.U. agrees that it has the duty to provide fair and non-discriminatory representation to all employees in all classes covered by this Memorandum of Agreement regardless of whether they are members of S.E.I.U. This paragraph shall not be construed to create rights greater than those contained in applicable State and Federal law.

### **7.8 SEIU Required Membership**

All S.E.I.U. members who had S.E.I.U. deduction authorizations on file with the Auditor-Controller or S.E.I.U., or who may thereafter authorize in writing the deduction of their S.E.I.U. dues, shall remain on payroll deduction for the term of this Memorandum of Agreement or so long as they are members of the representative units. S.E.I.U. members may terminate payroll deductions of dues at the expiration of this Memorandum of Agreement by giving written notice to S.E.I.U. during an one-month period between ninety (90) and sixty (60) days prior to the expiration of the term. S.E.I.U. agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from any claim, liability or damage arising from this provision.

## **8. Safety & Work Equipment**

### **8.1 Safety Items**

City will continue to furnish employees with necessary safety items including equipment, tools and appropriate rain gear. Any items furnished by City shall remain the property of City.

### **8.2 UV Protection**

City will reimburse for sunglasses providing UV protection, not to exceed \$150.00 per employee per fiscal year.

### **8.3 Basic Tool Kit**

City agrees to, based upon need, provide and maintain for all full-time regular employees covered by this Memorandum of Agreement a basic tool kit. All items provided in the basic tool kit are and shall remain the property of the City.

**(a)** City agrees to replace stolen or damaged City owned tools in a reasonable time period (i.e. within one (1) month (unless an unusual item) and with the approval of a Public Works supervisor.

**(b)** It is understood that it is the employee's responsibility to take reasonable care in avoiding the loss or theft of City-owned tools/equipment.

**(c) Use of Personal Tools:** Certain employees may be permitted to use personal tools in the workplace, upon request and as described in the Department of Public Works policy, *Use of Personal Tools for City Business*. The reimbursement for personal equipment described in Section 6.18(a) of the Memorandum of Agreement will not apply to personal tools used in the workplace in accordance with this policy.

## **9. Salary Adjustments & Miscellaneous Pay**

### **9.1 Salary Adjustments**

Salaries will not be subject to a general wage adjustment during the term of this Memorandum of Agreement.

### **9.2 Pay Day**

City shall distribute paychecks to employees by noon on payday.

### **9.3 Fiscal/Budgetary Impacts**

(a) If the State of California experiences a fiscal crisis and substantial funds are extracted from the City or sales tax revenues or other major revenue sources decline to a point where the City must consider a reduction in staffing, S.E.I.U. agrees to re-open this agreement and meet and confer to address and discuss salary issues.

(b) The City and S.E.I.U. agree to clarify how Section 21, Layoffs and Section 22, Reinstatement in City Manager's Administrative Policy No. 1, Personnel Rules and Regulations shall apply to S.E.I.U. members.

Total time employed by the City, not including temporary employment assignments, shall be used to determine the seniority of a given employee. Part-time employment shall be credited on a prorated basis. For example, half time employment during two weeks will be credited as one week of employment when determining seniority.

In the event of a lay off, the City agrees to lay off employees according to seniority. The layoff order of employees within a given classification will be as follows: the employee with the least seniority will be subject to lay off first, the employee with the second least seniority will be subject to lay off second, and so on. The employee with the most seniority will be the last employee subject to lay off within a given classification.

In the event of employee reinstatement, the City agrees to reinstatement according to seniority. The reinstatement order of employees within a given classification will be as follows: the employee with the most seniority will be reinstated first, the employee with the second most seniority will be reinstated second, and so on. The employee with the least seniority will be the last employee to be reinstated within a given classification.

### **9.4 Certification and License Program**

A schedule of stipends for maintenance employees obtaining job-related certificates and licenses has been established and will be provided as described in Appendix B of this MOA.

(a) The history of this program is as follows: In July 2005, the City of Rohnert Park and SEIU established a schedule of stipends for maintenance employees obtaining job-related certificates and licenses. In July 2006 and July 2007, the Lead Worker Stipend and the Senior Lead Worker Stipend were increased to 2.1% of salary and 5.0% of salary respectively. During negotiations for a successor MOA in 2007 between the City

and SEIU Local 1021, the program was further modified, creating three levels for stipends and increasing the amount for “lead worker” and “senior lead worker.” On March 26, 2008, the City and SEIU agreed in a side letter to the following in transitioning to the modified Certification License Program:

- i. An employee receiving the Lead Worker Stipend or the Senior Lead Worker Stipend on June 31, 2007, will receive the respective increase (from 2.1% to 2.6% for the Lead Worker, from 5.0% to 6.0% for the Senior Lead Worker) less any applicable deductions or taxes, retroactive to July 1, 2007.
- ii. If during the period between July 1 and December 1, 2007, an employee, as a result of obtaining applicable certificates or licenses, would have become eligible for the Lead Worker Stipend or the Senior Lead Worker Stipend under the program criteria in effect prior to July 1, 2007, the employee will receive the increased stipend amount retroactive to the date he/she become eligible, less applicable deductions and taxes.
- iii. An employee that, as a result of the modification to the stipend criteria qualified as of December 1, 2007 for a higher stipend, shall receive an amount equal to the difference between the stipend amount received and the amount they were qualified for, retroactive to December 1, 2007, less applicable deductions and taxes.
- iv. The stipends will be designated as Level I Stipend, Level II Stipend, and Level III Stipend in Appendix B of the MOA.
- v. With the exception of employees that retired between July 1, 2007, and the date of this side letter, employees that may have been eligible for additional stipend pay that have terminated employment with the City shall not be entitled to any retroactive payment. Calculation of retroactive payments for retirees shall be on salary only, less applicable deductions and taxes, and shall not include vacation or other “payouts” that the retiree may have received at the time of retirement.

#### **10. Alcohol**

The City and S.E.I.U. agree to continue to work together to assist any employees who have an alcohol or alcohol related, drug or substance abuse problem. It is mutually acknowledged that continued cooperative efforts would give employees a much better opportunity to recover from this very serious health problem.

Since Public Works employees are required to drive City vehicles, use various types of power equipment and tools, and perform their work in locations such as streets and trenches, and it is known that drinking alcoholic beverages or taking certain drugs may slow a persons reflexes and ability to think clearly. The probability of having an accident is increased after drinking alcohol or taking certain drugs. The City recognizes that this situation could place the employee as well as co-workers and the public at risk of injury.

### **10.1 Alcoholic Beverages or Other Drugs**

Alcoholic beverages, or other drugs which affect an employee's ability to drive or function safely, shall not be used by employees during their assigned regular work day, nor while on assigned standby duty.

### **10.2 Off-duty Hours**

If an employee who has been drinking alcohol or using a drug which may impair the employee's ability to drive or function safely receives a call to return to work during off duty hours, the employee must decline the request to work.

### **10.3 Prescription Drugs**

Employees using prescription drugs, which affect the employee's ability to work safely, must inform their supervisor and may be assigned to other appropriate duties or required to take sick leave.

## **11. Smoking**

S.E.I.U. acknowledges that the City intends to hire employees with the clearly expressed condition of employment that they refrain from smoking. S.E.I.U. acknowledges the City's right to take appropriate disciplinary actions should any such employee hired after the effective date of this agreement violate the agreed upon conditions of employment. Prior to final disciplinary action being taken, City will refer the employee to the employee assistance program for consultation and referral.

## **12. GASB Workgroup**

The parties agree to establish a workgroup to address the City's unfunded liability associated with GASB 43 & 45. The workgroup shall review options including alternate insurance carriers and plan designs for benefit delivery, funding vehicles that reduce overall liability and benefit entitlements for existing employees and retirees as well as future employees.

- (a) The workgroup shall be chaired by the City Manager or his/her designee and comprised of at least one, but no more than 2, members from each bargaining Unit and up to an equal number of management representatives.
- (b) The workgroup shall begin meeting within 60 days after ratification of this Contract.
- (c) The City agrees that the Unit representatives will serve and participate on the workgroup without loss of compensation.
- (d) The City, and the workgroup, will cause a study to be prepared for review by the workgroup, and the workgroup shall prepare within six (6) months or no later than February 2012, a report to the City Council identifying possible means to address the City's GASB liability.
- (e) The final report shall not be issued to Council without input from the bargaining unit participants on the workgroup.
- (f) The City agrees to provide administrative services and other resources to support the workgroup's charge and stated time lines.



- (g) The above report is intended to serve as an informational document and does not constitute the City's position or any participating bargaining unit's position during negotiations over this issue.
- (h) The parties agree to reopen the agreement to negotiate changes to address the City's GASB liability or before July 1, 2012. The parties agree that negotiations will be completed by June 30, 2013 and changes will go into effect July 1, 2013.

**13. Grievance Policy and Procedure**

Both S.E.I.U. and City agree to comply with the grievance procedure as outlined in Resolution No. 79-22, adopted February 13, 1979, a copy of which is attached hereto. Failure to meet any time line or specifically comply with any other requirement of the grievance procedure constitutes a specific waiver and is a bar to further consideration of the grievance.

**14. Use of City Facilities**

Employees and their eligible dependents (as defined by City policy), will be allowed to participate with no fee imposed in open gym time and use the weight room and locker room facility at the Sports Center when such facilities are open and also participate in the Lap Swim Program conducted at the City's swimming pools. In the event that the City determines that such use of the Sports Center by dependents of employees adversely impacts the public's access to the Sports Center facilities, the parties will re-open this Section 14. Other activities requiring payment of a fee can be discussed with the City Manager for consideration of a waiver of part or the entire fee.

**15. Management Rights**

Except as limited in this Memorandum of Agreement and applicable State laws, the exclusive rights of the City shall include, but not be limited to, the right to determine the organization of city government and the purpose and mission of its departments and agencies, to determine the nature, levels and mode of delivery and to set standards of service to be offered to the public; and through its management officials to exercise control and discretion over its organization and operations; to establish and effect administrative regulations which are consistent with law and the specific provisions of this Memorandum of Agreement; to direct its employees and establish employee performance standards and to require compliance therewith; to take disciplinary action; to discharge, suspend, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the requirements of applicable laws; to lay off its employees whenever their positions are abolished, or whenever necessary because of lack of work or lack of funds, or other legitimate reasons; to determine whether goods or services shall be made, purchased, or contracted for; to determine the methods, means, and numbers and kinds of personnel by which the City's services are to be provided; including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the City; and to take all necessary actions to protect the public and carry out its mission in emergencies.

**16. Work Curtailment (No Strike Clause)**

Under no circumstances shall the Union or any of the employees it represents individually or collectively cause, sanction, honor or engage in any strike, sit-down, stay-in, sick-out,

slow-down, speed-up, work to rule or any other type of job action, curtailment of work, restriction of production or restriction of service during the term of this agreement.

**17. Personnel Rules and Regulations**

City Agrees to meet and confer with Union regarding any updates or changes to its Personnel Rules and Regulations.

**18. Term of Agreement**

**18.1 Effective Date**

This agreement is to become effective on July 1, 2013.

**18.2 Termination Date**

This agreement will terminate on June 30, 2014, unless extended by mutual agreement of the parties.

**19. Succeeding Agreement**

Negotiations for the period commencing July 1, 2014, shall begin on or before February 1, 2014, by which time S.E.I.U. shall submit its proposals to the City Manager.

**20. Invalidation**

**20.1 Suspension of Agreement**

If during the term of this agreement, any item or portion thereof of this agreement is held to be invalid by operation of any applicable law, rule, regulation, or order issued by governmental authority or tribunal of competent jurisdiction, or if compliance with or enforcement of the item or portion thereof shall be restrained by any tribunal, such provision of this agreement shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this agreement shall not invalidate any remaining portion, which shall continue in full force and effect.

**20.2 Replacement**

In the event of suspension or invalidation of any article or section of this agreement, the parties agree, that except in an emergency situation, to meet and confer within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**21. Non-Discrimination**

City acknowledges that in receiving the benefits afforded by this Memorandum of Agreement, no person shall in any way be favored or discriminated against to the extent prohibited by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age, sex or sexual preference, or physical or mental disability.

**22. Personnel Files**

Employees or their duly authorized representative have the right to inspect his or her personnel file maintained on him or her by the City. Employees have the right to respond in writing to anything contained or placed in their personnel file and any such responses shall become part of the personnel file.

**23. Employee Performance Evaluations**

**23.1 Performance Evaluation**

Employees shall be provided with a copy of his/her performance evaluation twenty-four (24) hours prior to the evaluations interview.

**23.2 Employee Response to Performance Evaluation**

Employees have the right to respond in writing to the evaluation report should they so desire. Said responses should be submitted to the reviewer no later than thirty (30) days after the evaluation interview.

**24. SEIU Officers**

The City agrees to authorize two (2) job stewards and one (1) alternate to attend to S.E.I.U. business. In no event shall more than two (2) S.E.I.U. representatives attend to S.E.I.U. business meetings. Total time spent shall not exceed forty (40) hours in aggregate in any fiscal year. S.E.I.U. shall provide a monthly reporting to the City the names and hours used by S.E.I.U. officers during City hours. In all cases, the S.E.I.U. officers shall secure permission from their supervisor before leaving a work assignment.

**25. Scrap Metal Fund**

A scrap metal fund is authorized by the City for all proceeds received from the sale of scrap metal pulled from the garbage by employees. Said proceeds will be used for the purpose of sponsoring employee picnics, birthday celebrations and other functions approved by the employees and the City. Proper accounting shall be kept on all receipts and disbursements from said fund.

S.E.I.U. acknowledges that all garbage/trash, salvage, scrap and scrap metal collected by employees, is the property of the City. Employees are not entitled to any garbage/trash, salvage, scrap or scrap metal collected during the course of their work for City.

**26. Transfer Rights**

Should the City decide to establish a full-time fire services section staffed with full-time permanent personnel, the City will extend transfer rights to those employees who meet the qualifications of the position so they can apply for same.

## **27. Labor Management Committees**

### **27.1 Joint Labor Management Committee – Ad Hoc**

The City and the Union support the creation and the utilization of a joint Labor-Management committee. The Labor-Management Committee shall be comprised and function in the following manner:

- (a) The Committee shall be made up of no less than two (2), nor more than four (4) members each from the Union. A City representative or Union committee member trained in facilitation or group problem solving may serve as a facilitator.
- (b) The Committee meetings and related training shall be deemed City business for compensation purposes; however, it is the intent that Committee meetings and/or trainings be held during the regular workday and will not result in overtime compensation.
- (c) The Committee may be continued, modified or expanded by mutual agreement of the participants.
- (d) The Committee may review, discuss and make recommendations on a variety of departmental issues of mutual concern.
- (e) The committee is encouraged to brainstorm possible issues and problems, prioritize the possible issues in general order of importance, and select the high priority issues of mutual interest to review. The Committee is encouraged to define the issues carefully, study and evaluate the most promising solutions, and make a recommendation with the supporting documentation to the Department Head with a copy to Human Resources and the Union.
- (f) The Department Head shall evaluate the proposed solution, make a decision on the Committee's recommendation, and report back his/her decisions.
- (g) The Committee does not replace nor replicate the meet and confer process, and has no authority to bargain, modify or add to existing provisions of the Memorandum of Agreement or other agreements between the Union and the City that are subject to meet and confer or meet and consult.

### **27.2 Joint Labor Management Committee – Workload/Scheduling**

A Labor-Management Committee ("LMC") will meet quarterly during the term of the MOA to discuss what elements of the workload or scheduling the public works department may be modified to reduce the current need for temporary workers. The purpose of the LMC is to allow SEIU to discuss with City Management any advisory suggestions, recommendations and ideas. The parties understand that SEIU's and the City's suggestions, recommendations and/or ideas from the LMC will not be considered meet and confer under the MMBA so that SEIU's rights under the MOA are maintained and similarly the City's management rights are maintained. However, in the event that SEIU and the City reach mutual agreement at the LMC during the term of the MOA, the parties may enter into a side letter to modify current terms and conditions of employment subject to the ratification of SEIU members and approval of the City Council.

**28. Maintenance Worker Trainee Program**

The City will implement the Maintenance Worker Trainee Program as described in Appendix C.

**29. Total Compensation Survey**

The City agrees to conduct a total compensation survey consistent with the City's Compensation Philosophy. The survey will be initiated not later than November 1, 2013 and will be completed prior to the commencement of negotiations for a successor MOA.

**30. Complete Understanding**

The terms and conditions contained in this MOA represent the full, complete, and entire understanding of the parties of matters within the scope of representation. This MOA terminates and supersedes all practices, agreements, side letters, procedures, traditions, and rules and regulations inconsistent with any matters specifically covered in this MOA. During the term of this MOA, any side letter between the parties is required to be signed by an authorized representative of SEIU and the City Manager or his or her designee.

**CITY OF ROHNERT PARK**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION (S.E.I.U.) – Local 1021**

\_\_\_\_\_  
Gabriel A. Gonzalez, City Manager      DATE

\_\_\_\_\_  
Martin Avila, S.E.I.U. Representative      DATE

\_\_\_\_\_  
Del Reid, S.E.I.U. Representative      DATE

\_\_\_\_\_  
Jason Kindle, S.E.I.U. Representative      DATE

\_\_\_\_\_  
Carolyn Lopez, Field Representative, S.E.I.U.      DATE

By: \_\_\_\_\_

Pam Stafford, Mayor

\_\_\_\_\_  
Jason Klumb, Area Director, S.E.I.U.

Resolution Number: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Pete Castelli, Executive Director, S.E.I.U.

\_\_\_\_\_  
JoAnne Buergler, City Clerk

Approved As To Form:

\_\_\_\_\_  
Michelle Marchetta Kenyon, City Attorney

The following are incorporated in this Agreement by reference:

- Appendix A: Insurance Premium Contribution Rate Schedule 7/1/13-6/30/14
- Appendix B: Certification & License Program
- Appendix C: Maintenance Worker Trainee Program
- City Council Resolution No. 79-22, adopted February 13, 1979 – Employee Grievance Procedure
- City Council Resolution No. 80-140, adopted August 11, 1980 - Permanent Part-Time Employees' Fringe Benefits,
- City Council Resolution No.2007-178, adopted November 26, 1996 – Alternate Benefit Program
- City Council Resolution No. 2001-270, adopted September 10, 1997 – Catastrophic Leave Program
- City's Personnel Rules & Regulations

## APPENDIX A: Retiree Medical Insurance Table

PREMIUM CONTRIBUTION RATE SCHEDULE FROM 7/1/13 THROUGH 6/30/14

### EMPLOYEES HIRED PRIOR TO JULY 1, 1993 who retire between 7/1/13 and 6/30/14.

City contribution formula at time of retirement is: 80% of the lowest cost premium.	Lowest employee-only premium cost at time of retirement	Lowest employee+1 premium cost at time of retirement	Ongoing monthly City contribution to retiree premium: <i>Enroll retiree only.</i>	Ongoing monthly City contribution to retiree premium: <i>Enroll retiree + eligible others.</i>
80%	\$555.11	\$1,110.22	\$444.09	\$888.18

### EMPLOYEES HIRED between JULY 1, 1993 and June 30, 2007 who retire between 7/1/13 and 6/30/14.

Years of Service	% of City contribution based on Years of Service	City contribution formula at time of retirement: 80% of the lowest cost premium.	Lowest employee-only premium cost at time of retirement	Lowest employee+1 premium cost at time of retirement	Ongoing monthly City contribution to retiree premium: <i>Enroll retiree only</i>	Ongoing monthly City contribution to retiree premium: <i>Enroll retiree + eligible others.</i>
15-19.99*	50%	80%	\$555.11	\$1,110.22	\$222.04	\$444.09
20-24.99	75%	80%	\$555.11	\$1,110.22	\$333.07	\$666.13
25+	100%	80%	\$555.11	\$1,110.22	\$444.09	\$888.18

\*10-19.99 years of service for permanently and totally disabled retirees and deceased employee survivors only.

## APPENDIX B: Certification and License Program

The purpose of this Appendix is to describe the City's Certification and License Program. The City and the Union recognize the value to the City of highly qualified employees and to that end has established a schedule of stipends for employees that obtain certificate and licenses. There are three designated levels for stipends:

Level I Stipend:	minimum of 7 points	2.6% of base pay
Level II Stipend:	minimum of 14 points	4.5% of base pay
Level III Stipend:	minimum of 20 points	6.0% of base pay

The certifications and licenses listed below are general descriptions. Some certifications provided by trade groups may not meet minimum City standards and will not be counted as valid certification. Final determination of applicable licenses and certifications shall be made by the City Manager or his/her designee.

<u>Certifications/Licenses</u>	<u>Point Value</u>
OSHA Certified Trainer	3 points
Pool Operator	3 points
Certified Playground Inspector	4 points
HVAC Certified Technician	3 points
Certified Master Mechanic	3 points
Backflow Certification	3 points
Hazwoper Certification	3 points
Water Distribution 1 License	3 points
Sewer Collection 1 license*	3 points
Class A or B Drivers License	7 points
Journey-level Trade Training (e.g. electrician, plumber, carpenter)	2 points
Water Treatment 1/Distribution 2 license	4 points
Sewer Collection 2 license*	4 points
Water Treatment 2/Distribution 3 license	7 points
Sewer Collection 3 license*	7 points
Water Treatment 3/Distribution 4 license	10 points
Sewer Collection 4 license	10 points
Water Distribution 5 license	13 points

\* California State standards are pending on sewer collection licenses. This license may change based on final standards and will need to be updated at a future date.



### APPENDIX C: Maintenance Worker Trainee Program

- A. Employees hired or promoted to the class of Maintenance Worker Trainee will serve a probationary period of up to 24 months. During the probationary period, incumbents are required to meet the minimum qualifications of a City of Rohnert Park Maintenance Worker I, which includes possession of any two of the following certifications/general competencies:
- i. Grade 1 Water Distribution Operator (certification)
  - ii. Grade 1 Water Treatment Operator (certification)
  - iii. Grade 1 Wastewater Collection System Operator (certification)
  - iv. Backflow Tester (certification)
  - v. Class B Driver's License (CA)
  - vi. Pesticide Applicator Certificate (certification)
  - vii. Certified Playground Safety Inspector (certification)
  - viii. Certified Pool Operator (certification)
  - ix. HVAC Technician (general competency)
  - x. Plumbing (general competency)
  - xi. Electrical (general competency)
  - xii. Building Repair/Carpentry (general competency)
  - xiii. Heavy Equipment Operation (general competency)
  - xiv. Streets and Sidewalk Repair (general competency)
- B. "General Competency" shall be defined as an incumbent's demonstrated proficiency in performing essential job skills typically used and needed by City of Rohnert Park Maintenance Worker 1 classification. These skills are listed in section A(ix) through A(xiv) of this Side Letter Agreement. These essential skills differ from "certification" requirements in that these particular essential skills are not regulated to the same extent by state and federal agencies, and specific curricula and certificate tests are not mandated by state and federal agencies. General competencies requirements as defined by the City are detailed in the Personnel Qualification Standard. The Personnel Qualification Standard provides a mechanism where demonstrated and observed job performance is acknowledged by the incumbent's supervisor and approved by the department head. General competencies shall be used in combination with or in lieu of certifications for determining an incumbent Trainee's achievement of minimum Maintenance Worker I qualifications.
- C. Each year, measured from the employment date as a Maintenance Worker Trainee, incumbents are required to achieve at least one specific certification/general competency, along with other training and experience goals. Within four weeks of appointment, the City and employee will review certification/general competency requirements, and the City will provide the employee with a written plan for achieving required certifications/general competencies. Attendance at training for required certification shall be at City expense. Incumbents who fail to meet these qualification requirements, or any other performance or behavior standards, within the probationary timeframes will be rejected during probation in accordance with Section 5(H) of the City's Personnel Rules.
- D. Incumbents who meet these goals and who otherwise meet the requirements for Maintenance Worker I may be promoted to the job class of Maintenance Worker I in advance of the full 24 month probationary period.
- E. Incumbents promoted to the class of Maintenance Worker I shall serve an additional six (6) month probationary period. Should the incumbent fail to meet promotional probationary standards during this period, he/she may not return to the job class of Maintenance Worker Trainee, but will otherwise have return rights to any regular position held (without a break in service) prior to appointment as a Maintenance Worker Trainee in accordance with Section 5(H) of the City's Personnel Rules.
- F. The list of certifications and competencies above is relevant to current services provided by the Department of Public Works, and the City may at any time add or delete certifications and competencies based on service and industry changes after completing any meet and confer obligations with the Union; except that any certification or competency listed on an incumbent Trainee's authorized training plan will be considered as meeting the requirements of achieving two specific certifications/general competencies.

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City of  
ROHNERT  
P A R K



**EMPLOYEE GRIEVANCE PROCEDURE  
RESOLUTION NO. 79-22**

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## RESOLUTION NO. 79-22

### EMPLOYEE GRIEVANCE PROCEDURE RESOLUTION

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROHNERT PARK

## ARTICLE I – GENERAL PROVISIONS

### SECTION 1 STATEMENT OF PURPOSE

It is the purpose of this Resolution to insure:

- a. Employee Grievances are heard and resolved fairly and promptly
- b. City employees are treated fairly and that their rights are maintained.
- c. Grievances are resolved in an effective and orderly manner to insure uninterrupted city services to the public.

### SECTION 2 DEFINITIONS

As used in this Resolution, the following terms shall have the meanings indicated:

- a. **Appropriate Unit** means a unit of employee classes or positions, established for the purpose of collective representation.
- b. **City** means the City of Rohnert Park.
- c. **Employee** means any city employee, regardless of status.
- d. **Grievance** means a complaint or dispute by an employee, group of employees, or a recognized employee organization concerning the interpretation or application of any matter falling within the scope of this grievance procedure.
- e. **Grievant** means the party who has initiated a grievance procedure either informally or formally.
- f. **Immediate Supervisor** means the individual who immediately assigns, reviews, or directs the work of an employee.
- g. **Intermediate Supervisor** means the supervisor next above the immediate supervisor as determined by the department head.
- h. **Recognized Employee Organization** means an employee organization which has been formally acknowledged by the city as a recognized employee organization representing employees in an appropriate unit.
- i. **Working Days** means those days on which the city administrative offices are open for conduct of normal business.

### SECTION 3 SCOPE

- a. This grievance procedure pertains to application, interpretation, and noncompliance with memorandums of agreement, council resolutions, city ordinances, and departmental and city rules, regulations, and practices governing wages, seniority, written reprimands, hours, safety, and other terms and conditions of employment which the city has authority to change and for which no other appeals procedure is provided. Issues excluded from the scope of this grievance procedure include those matters which the city has no authority to change and matters for which alternative appeals procedures have

been provided such as performance appraisals, demotions, suspensions, and dismissals. Disputes concerning exclusive city rights with respect to matters of general legislative or managerial policy do not constitute grievances under this procedure. The nature of these exclusive city rights are described in Section 3.e. below.

- b. A grievance may be initiated by an employee, jointly by a group of employees, or by a recognized employee organization.
- c. Employees who are in units represented by a recognized employee organization may choose to represent themselves or be represented by the recognized employee organization at any stage of this grievance procedure. Employees who are not in a represented unit may choose to represent themselves or be represented by any layperson or employee organization. Neither the grievant party nor the city may be represented by legal counsel.
- d. No employee or recognized employee organization shall be interfered with, intimidated, restrained, coerced, or discriminated against for exercising these grievance rights.
- e. Nothing in this grievance procedure shall be construed to restrict any legal or inherent exclusive city rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedure and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and technology of performing its work.

## **ARTICLE II – INFORMAL GRIEVANCE PROCEDURE**

### **SECTION 4    GENERAL**

- a. It is the mutual responsibility of employees, employee organizations, and management to resolve grievances informally and at the lowest practicable level of management, whenever possible.
- b. Informal procedures must be exhausted prior to initiation of the formal grievance procedure.

### **SECTION 5    STEP ONE – IMMEDIATE SUPERVISOR**

- a. The grievant shall first present the grievance orally to his/her immediate supervisor in an informal meeting. The grievant may request such a meeting at any reasonable time, and the supervisor shall meet within five (5) working days after such request. In the meeting the grievant shall fully explain the grievance and the solution desired. The supervisor shall present an informal, verbal decision with reasons therefore to the grievant within five (5) working days after the meeting.
- b. Any grievant whose grievance is not resolved to his/her satisfaction may institute a formal grievance procedure. Such formal procedure shall conform with the steps and provisions prescribed in Articles III and IV.

## **ARTICLE III – FORMAL GRIEVANCE PROCEDURE**

### **SECTION 6 GENERAL**

- a. All the formal grievances shall be in writing. A supply of grievance forms shall be maintained in each department and shall be readily accessible to all employees and recognized employee organizations.
- b. Each level of management upon receipt of a formal grievance shall notify the recognized employee organization (if any) which represents the employees of the unit from which the grievance originates concerning the times and places of all grievance proceedings. The highest level of management involved shall notify the appropriate recognized employee organization(s) in writing prior to implementation of any grievance settlement which affects the rights or conditions of employees they represent.

### **SECTION 7 STEP TWO – INTERMEDIATE SUPERVISOR**

- a. The grievant may appeal the immediate supervisor's decision by completing Section 2 of the grievance form and filing it with the appropriate intermediate supervisor within five (5) working days.
- b. The intermediate supervisor shall within ten (10) working days investigate the grievance, discuss the grievance with the grievant and/or representative as requested, render a decision in writing on the grievance form together with the reasons therefore, and return the form to the grievant.

### **SECTION 8 STEP THREE – DEPARTMENT HEAD**

- a. The grievant may appeal the intermediate supervisor's decision by completing Section 3 of the grievance form and filing it with the appropriate department head within five (5) working days.
- b. The department head shall within ten (10) working days investigate the grievance, discuss the grievance with the grievant and/or representative as requested, render a decision in writing on the grievance form together with the reasons therefore, and return the form to the grievant.

### **SECTION 9 STEP FOUR – CITY MANAGER**

- a. The grievant may appeal the department head's decision by completing Section 4 of the grievance form and filing it with the City Manager's office within five (5) working days.
- b. The City Manager or his/her representative shall within ten (10) working days investigate the grievance, discuss the grievance with the grievant and/or the grievant's representative as requested, render a decision in writing on the grievance form together with the reasons therefore, and return the form to the grievant.

### **SECTION 10 STEP FIVE – GRIEVANCE APPEALS COMMITTEE**

- a. The grievant may appeal the City Manager's decision by completing Section 5 of the grievance form and filing it with the Personnel Office within ten (10) working days.
- b. Upon receipt of a Step Five appeal, the Personnel Office shall notify the members of the Grievance Appeals Committee. The Grievance Appeals Committee shall then schedule the appeal for hearing not later than ten (10) working days from the receipt of the grievance and shall forthwith notify the



grievant and his/her representative of the time and place at which the appeal will be considered.

- c. The Grievance Appeals Committee shall conduct a hearing, and shall hear all witness, testimony and evidence from both sides and shall render a written decision on the grievance form together with reasons therefore and return the form to the grievant, through the Personnel Office, within ten (10) working days. A complete tape recording and/or transcript shall be kept for all Grievance Appeals Committee hearings. The cost of any transcript or transcript of any tape recording shall be paid for by the requesting party.
- d. A majority decision of the Grievance Appeals Committee shall be final and binding unless such decision binds the city to a financial expenditure which can be authorized only by the City Council. In such case the City Council may review the record and affirm, reverse, modify, or refer the matter back to the Grievance Appeals Committee for further hearing. Such action shall be taken by the City Council only on a review of the record and a finding that the decision of the Grievance Appeals Committee was not supported by the record.

## **ARTICLE IV – RULES OF PROCEDURE**

### **SECTION 11 COMBINING GRIEVANCES**

An employee shall include all current grievances in one grievance procedure. To the degree practicable, grievances shall not be duplicated. If several grievants wish to present grievances which are the same or substantially similar, such grievances shall be joined in one proceeding by mutual agreement of the grievant or grievant's representative and the Personnel Department. Where there is no mutual agreement to join grievances, the same or substantially similar grievances shall be processed sequentially, by appropriate unit, in the order filed and time limitations will be held in abeyance pending complete processing of earlier complaints.

### **SECTION 12 WAIVING LEVELS OF REVIEW**

Any steps in the grievance procedure, other than steps one and five, may be waived when the grievant or grievants and all levels of management involved in the steps waived mutually consent to such procedure in writing on the grievance form.

### **SECTION 13 TIME LIMITATIONS**

- a. Time limits established by this procedure may be extended or shortened by mutual agreement in writing on the grievance form by the grievant or grievants and the level of management/Grievance Appeals Committee involved in that step.
- b. Failure by a grievant to appeal a decision within the time limits prescribed shall be deemed a resolution of the grievance, unless the grievant is unable to appeal for cogent reasons. Failure of management to meet with the grievant or to render a decision within the time limits prescribed shall justify appeal to the next step of the grievance procedure.

### **SECTION 14 TIME OFF**

- a. When practicable, proceedings shall be held within the employees' normal working hours. If held at other than the employees' normal working hours, the employee shall be entitled to an equivalent number of hours off on an hour for hour basis.

- b. Reasonable time off from usual duties shall be accorded to employees for the purposes of meeting with employee representatives, preparing and investigating grievances, presenting grievances, serving as a representative of a recognized employee organization at a grievance procedure, or representing a grievant, provided that before leaving his/her usual duties the employee shall obtain permission from the immediate supervisor involved. Such permission shall not be unreasonably withheld.

#### **SECTION 15 PRIVACY**

All grievance procedures shall be conducted in closed sessions, except that specified observers may be admitted by mutual agreement of the parties involved.

### **ARTICLE V – GRIEVANCE APPEALS COMMITTEE**

#### **SECTION 16 COMPOSITION AND SELECTION**

The Grievance Appeals Committee shall consist of three members. Each committee member shall serve for two (2) years and until selection of a successor. Committee members shall be selected as follows:

- a. One city employee selected by recognized employee organizations acting jointly.
- b. One city management member selected by the City Manager.
- c. One lay chairperson selected by recognized employee organizations and the City Manager acting jointly.

#### **SECTION 17 ALTERNATE MEMBERS**

An alternate for each of the three (3) principal Grievance Appeals Committee members shall be selected to serve for the same-period as that of their respective principals. Alternate members shall be selected in the same manner as principals except that no alternate member shall be from the same city department or appropriate unit as his/her respective principal. Alternate members shall serve in the place of their respective principals when the principal is unavailable, when the principal abstains from serving, and when the principal is from the same city department of appropriate unit in which the grievance originates.

#### **SECTION 18 COMMITTEE PROCEDURE**

The Grievance Appeals Committee shall meet on call of its chairperson or of the Personnel Office. Deliberations of the committee shall be informal and shall provide a full and fair hearing of the grievance and proposed solutions. The city shall provide the committee with suitable facilities and reasonable secretarial support. Each party shall bear its own costs for any expenses involved in calling witnesses or producing desired evidence.

### **ARTICLE VI – MISCELLANEOUS PROVISIONS**

#### **SECTION 19 CONSTRUCTION**

This resolution shall be administered and construed as follows:

- a. Nothing in this resolution shall be construed to deny to any person, employee, organization, the city, or any authorized officer, body or other representative of the city, the rights, powers and authority granted by Federal or State law.

- b. This resolution shall be interpreted so as to carry out its purposes as set forth in Article I.

**SECTION 20 SEVERABILITY**

If any provision of this resolution, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this resolution or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

DULY AND REGULARLY adopted this thirteenth day of February, 1979.

CITY OF ROHNERT PARK

/s/ Warren K. Hopkins  
Mayor Hopkins

AYES: (5) Councilmen Beary  
Carbone, Roberts,  
Stewart and Hopkins

NOES: (0) None

ABSENT: (0) None

ATTEST:

/s/ Sandra Faus  
Deputy City Clerk

Re-typed January 2003  
jdc

RESOLUTION OF THE COUNCIL OF THE CITY OF  
ROHNERT PARK OUTLINING POLICY FOR PROVISION OF FRINGE  
BENEFITS TO PERMANENT PART-TIME EMPLOYEES

WHEREAS, the Council finds and determines that it is appropriate to extend certain fringe benefits to permanent part-time employees who are employed on a year round basis, and

WHEREAS, the Council differentiates between permanent part-time employees who work year round and seasonal part-time employees who are employed for six (6) months or less, and

WHEREAS, the Council recognizes the city's obligation as a responsible employer to provide the fringe benefits on a pro-rata basis to permanent part-time employees who work year round.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Rohnert Park that effective immediately the City Manager be and is hereby authorized to extend to permanent part-time employees who work year round certain fringe benefits subject to the following:

1. Enrollment in the Public Employees' Retirement System (P.E.R.S.)
2. Vacation on a pro-rata basis.
3. Sick leave on a pro-rata basis.
4. Holiday pay on a pro-rata basis.
5. Vision care on a pro-rata basis.
6. Residency bonus on a pro-rata basis.
7. Non-smoking premium on a pro-rata basis.
8. Salary continuation-Standard Life Insurance Company-on a pro-rata basis.
9. Life insurance-Standard Life Insurance Company-on a pro-rata basis.
10. Health and medical coverage and life insurance-REMIF-on a pro-rata basis.
11. Dental care benefits on a pro-rata basis.
12. Pro-rata basis will be determinex by the amount of time that the employee regularly works. Pro-ration shall be done on a one-half or three-fourths basis only with permanent part-time employees having to put in at least 20 hours weekly minimum on a regular basis to get the half-time contribution towards fringe benefits and employee having to put in at least 30 hours weekly on a regular basis to qualify for the three-fourths city contribution towards fringe benefits.

Permanent part-time employees working regularly less than one-half time, that is less than 20 hours per week, shall not be entitled to fringe benefits.

13. For items 8 through 11 above, pro-rata basis means the city will contribute towards the premium cost for these fringe benefits on a ratio basis determined by the amount of time the employee regularly works as set forth above. For example, for a one-half time employee (20 hours a week) the city will contribute 50% of the premium payment for fringe benefits items 8 through 11.

Employee enrollment in any or all of said health fringe benefits (items 8 through 11) will be at the employee's option. At the employee's discretion, the city's aggregate dollar contribution for said fringe benefits may be applied towards the cost of any of the fringe benefits rather than all of them. For example, an employee can opt to forego the dental, life and salary continuation coverage fringe benefits and have the city's contribution applied toward the health and medical coverage, thus reducing the part-time employee's required dollar contribution to same. Any excess unused city's dollar contribution will remain the city's. Employee health and medical and dental coverage premiums will be calculated based on the number of employee's dependents covered.

BE IT FURTHER RESOLVED that the Council reaffirms the city policy of not extending fringe benefits to seasonal or part-time employees who are employed for six (6) months or less.

DULY AND REGULARLY ADOPTED this 11th day of August, 1980.

AYES: (3) Carbone, Cavalli & Roberts  
NOES: (0) None  
ABSENT: (2) Hopkins, & Stewart  
ATTEST: *Amundson* Deputy City Clerk

CITY OF ROHNERT PARK  
*Ray Carbone*  
Mayor Pro-Tempore

## **RESOLUTION NO. 2007-178**

### **RESOLUTION OF THE COUNCIL OF THE CITY OF ROHNERT PARK RESCINDING RESOLUTION NO. 96-203 AND ESTABLISHING AN ALTERNATE BENEFIT PROGRAM FOR ELIGIBLE ACTIVE EMPLOYEES**

**WHEREAS**, the City provides health insurance for eligible, active employees and contributes towards medical insurance premiums for health insurance; and

**WHEREAS**, some eligible, active employees have health insurance coverage from a source other than the City, resulting in dual coverage; and

**WHEREAS**, the City Council adopted Resolution No. 96-203, establishing a dual health insurance premium reimbursement program policy for employees who have health insurance from a source other than the City; and

**WHEREAS**, the City wishes to continue providing an alternate benefit program to eligible, active employees who have health insurance from a source other than the City to benefit both the employees and the City; and

**WHEREAS**, the City and representatives of its employee groups have determined to define the amount of the alternate benefit within memoranda of agreement.

**NOW, THEREFORE, BE IT RESOLVED** that Resolution No. 96-203 is rescinded.

**BE IT FURTHER RESOLVED** that

- 1) the alternate benefit amount shall be established in memoranda of agreement or outlines of certain conditions of employment that govern employees' compensation and benefits.
- 2) the alternate benefit amount is not salary or compensation and the benefit may only be directed into an employee's deferred compensation account, toward CalPERS service credit, or for the purchase of supplemental life insurance and/or any other eligible benefit program approved and authorized by the City.
- 3) the City and eligible, active employees are subject to all applicable laws, rules and contracts of third parties such as the IRS, CalPERS, and health insurance providers. Eligibility and continuation of the Alternate Benefit Program is subject to compliance with applicable laws, rules and contracts.

**BE IT FURTHER RESOLVED** that the City hereby establishes this alternate benefit program effective December 1, 2007 and the City Manager is authorized to administer said program.

**DULY AND REGULARLY ADOPTED** this 23<sup>rd</sup> day of October, 2007.

**CITY OF ROHNERT PARK**

*Vicki Vidak-Martinez*  
Mayor

**ATTEST:**

*Seri Singin, Deputy*  
City Clerk



<b>BREEZE:</b> <u>AYE</u>	<b>MACKENZIE:</b> <u>AYE</u>	<b>SMITH:</b> <u>AYE</u>	<b>STAFFORD:</b> <u>AYE</u>	<b>VIDAK-MARTINEZ:</b> <u>AYE</u>
<b>AYES: (5)</b>	<b>NOES: (0)</b>	<b>ABSENT: (0)</b>	<b>ABSTAIN: (0)</b>	

RESOLUTION NO. 2001 - 270

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK  
AMENDING THE CATASTROPHIC LEAVE PROGRAM FOR ELIGIBLE,  
ACTIVE EMPLOYEES**

**WHEREAS**, the City has established a system and pool whereby employees of the City of Rohnert Park may donate and use vacation hours to alleviate financial hardship in catastrophic circumstances; and

**WHEREAS**, the City wishes to expand the program to include the donation of compensatory hours; and

**WHEREAS**, the City agreed in the meet and confer process with employee groups to establish a Catastrophic Leave Program.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Rohnert Park hereby adopts and approves "Exhibit A" hereby attached as it's Amended Catastrophic Leave Program for eligible active employees.

**BE IT FURTHER RESOLVED** that the City hereby establishes this Amended Catastrophic Leave Program and that the City Manager is authorized to administer said program.

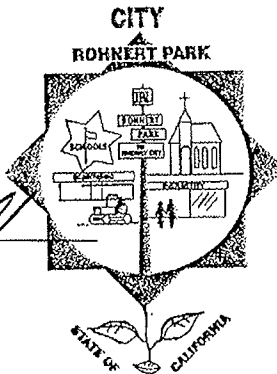
**DULY AND REGULARLY ADOPTED** this 11<sup>th</sup> day of December, 2001.

CITY OF ROHNERT PARK

Mayor

ATTEST:

Deputy City Clerk



FLORES: <u>AYE</u>	REILLY: <u>AYE</u>	SPIRO: <u>AYE</u>	VIDAK-MARTINEZ: <u>AYE</u>	MACKENZIE: <u>AYE</u>
AYES: (5)	NOES: (0)	ABSENT: (0)	ABSTAIN: (0)	

RESOLUTION NO. 2004 - 299

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK  
APPROVING REVISED PERSONNEL RULES AND REGULATIONS**

**WHEREAS**, the City Council initially approved Personnel Rules and Regulations on April 11, 1966 with the rules and regulations being presented as City Manager's Administrative Policy No. 1; and

**WHEREAS**, the City Council approved revisions to the Personnel Rules and Regulations on April 25, 1983; and

**WHEREAS**, the City Council approved further revisions to the Personnel Rules and Regulations on November 12, 1991; and

**WHEREAS**, the existing Personnel Rules and Regulations require updating to be in compliance with current state and federal law; and

**WHEREAS**, the City consulted with McDonough Holland & Allen, the law firm representing the City's legal interests, to provide recommendations on drafting revised Personnel Rules and Regulations compliant with existing state and federal laws; and

**WHEREAS**, revisions are proposed to the existing Personnel Rules and Regulations to ensure legal compliance, provide greater direction to City employees regarding the City's personnel policies, and include policies enacted by the City Council since 1991; and

**WHEREAS**, the revisions have been discussed with the employee organizations as required by the meet and confer laws of the State and the revisions have received approval by the employee organizations; and

**WHEREAS**, the City Council has been presented the revisions to the Personnel Rules and Regulations and has found them satisfactory.

**NOW, THEREFORE, BE IT RESOLVED** by the Rohnert Park City Council that the Personnel Rules and Regulations presented as revised and dated November 9, 2004 are hereby approved.

**DULY AND REGULARLY ADOPTED** this 9<sup>th</sup> day of November, 2004.

ATTEST:

  
Deputy City Clerk



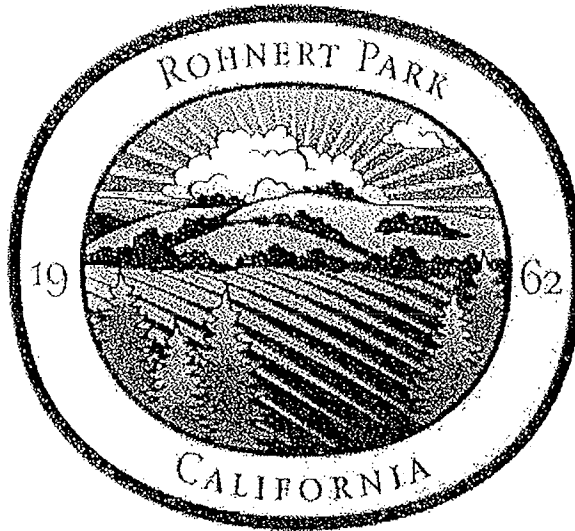
CITY OF ROHNERT PARK

  
Mayor Gregory A. Nordin

FLORES: AYE MACKENZIE: ABSENT SPRADLIN: AYE  
VIDAK-MARTINEZ: AYE NORDIN: AYE  
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)



4



CITY MANAGER'S  
ADMINISTRATIVE POLICY NO. 1:  
PERSONNEL RULES AND REGULATIONS

NOVEMBER 9, 2004

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## SECTION 1 - INTRODUCTION

- A. **Purpose** - The City Manager, as Personnel Officer for the City or his/her designee, is charged with the responsibility of the City's personnel practices. In order to establish an equitable and uniform procedure for dealing with personnel matters and to attract to municipal service the best and most competent persons available, to assure that appointment and promotions of persons will be based on merit and fitness and to provide a reasonable degree of security for qualified employees, the following rules and regulations are established.
- B. **Coverage** - These rules and regulations apply to all offices, all regular full-time employees, regular part-time employees, and all positions and employments in the service of the City, except;
1. Elective officers in the performance of their elective duties and Members of appointed boards, commissions and committees.
  2. Persons engaged under contract to supply expert, professional, technical or other services.
  3. Volunteer personnel, such as volunteer auxiliary firefighters and public safety reserve officers.
  4. City Manager and City Attorney.
  5. Probationary employees, except as expressly provided herein.
  6. Limited Service Personnel (i.e. temporary or seasonal employees employed by the City not more than six (6) months during the fiscal year for special purposes).
  7. Part-time employees paid by the hour or day who do not meet the definition of regular part-time employees.
- C. **General Provisions** -
1. The City expressly prohibits discrimination in employment on the basis of race, religious creed, color, national or ethnic origin, ancestry, mental or physical disability, medical condition, marital status, sex, sexual preference, political opinion, political affiliation or on the basis that an individual is age forty (40) or over, or any other basis protected by federal, state or local law.
  2. An employee's work performance will be evaluated by their immediate supervisor or the supervisor's designee at least once a year on a form prescribed by the Personnel Officer. Supervisors will discuss their evaluations in full with each employee, outline goals and expectations, and point out where the employee has done an outstanding job and suggest ways in which job performance can be enhanced.
  3. All regular appointments include a probationary period as provided herein of not less than twelve (12) months for miscellaneous employees, not less than twenty-four (24) months for management employees, not less than eighteen (18) months for dispatch employees, and not less than eighteen (18) months for Public Safety sworn employees.
    - a. Promotional appointments include a probationary period of not less than six (6) months for non-supervisory employees and twelve (12) months for supervisors (includes management classifications).
  4. Employees must be physically and mentally able to perform the essential functions of the job, with or without reasonable accommodation.

5. The City reserves the right to amend these rules and agrees to meet and confer with representatives of recognized employee organizations on those changes that are within the scope of representation.
  6. Nothing herein prevents or restricts the City's right to contract for performance of expert, professional, technical or any other services.
  7. Nothing herein prevents or restricts a Supervisor from issuing departmental rules, policies of regulations needed for the efficient operation of a City department.
  8. The definitions applicable throughout these rules are set forth in the attached Glossary and are hereby incorporated by reference.
- D. **Bargaining Units** - If any outline of conditions of employment or memorandum of agreement between a recognized employee organization and the City conflicts with the provisions of these rules, then the provisions of the memorandum of agreement will prevail.
- E. **Personnel Records** - In the case of personnel records, the term "personnel records" means any file maintained under the individual's name by his or her employing agency containing records relating to personal data, including marital status, family members, educational and employment history, or similar information, medical history, election of employee benefits, and employment advancement, appraisal, or discipline.
1. The City maintains personnel files for all employees which contain all records, files and documentation used to determine the employee's qualifications, performance, promotion, additional compensation, or termination or other disciplinary action.
    - a. Each employee must promptly notify the Human Resources Department of any changes in relevant personal information, including but not limited to; mailing address; telephone number; name(s) of dependent(s); and persons to contact in an emergency, along with contact information.
    - b. Personnel files are deemed confidential unless the employee consents to a disclosure in writing or the City is required to disclose such material by law. City personnel have access to confidential personnel files only on a "need to know" basis for legitimate business reasons.
  2. The City maintains a confidential file for all employees which contains all medical information about an employee or applicant. Information in this confidential file is obtained and maintained in accordance with state and federal law (e.g. the California Confidentiality of Medical Information Act and the federal Health Insurance Portability and Accountability Act ("HIPAA")). City personnel have access to confidential medical files only on a "need to know" basis for legitimate business reasons.
  3. All inquiries from outside agencies, firms, or individuals concerning personnel will be referred to the Human Resources Department for handling and response. This includes, but is not limited to, inquiries concerning employee performance or evaluation in connection with new employment opportunities and employment verification checks for financing purposes. This procedure applies to both former and present employees.
    - a. Absent a written release from the employee, the Human Resources Department provides only dates of hire and termination, position title, and pay range.
    - b. Information disseminated to inquiring parties will be extracted from the personnel files in the Human Resources Department. The City's written response to inquiries will be made a part of the employee's personnel file and will be available for his/her scrutiny.

4. Any employee who wishes to review his or her personnel records should contact the Human Resources Department and set up an appointment at a mutually agreed upon time. The review must be done in the presence of the Human Resources Assistant or his/her designee at the location where the file is stored and at no loss of compensation to the employee. An employee may request a copy of any employment-related document that he/she has signed. This subsection does not apply to those employees covered by the Public Safety Officers' Procedural Bill of Rights (Government Code §3300 et seq.)
  - a. An employee is not entitled to inspect records set forth in Labor Code section 1198.5(d) as it may, from time to time, be amended. Impact records relating to the investigation of a criminal offense or letters of reference.
  - b. An employee is not entitled to inspect complaints, or investigation of complaints, concerning an event or transaction in which the employee was involved or participated to the extent that the disclosure of such information would constitute an unwarranted invasion of personal privacy.
5. Employees have the right to respond in writing to any evaluation report placed in their personnel file. Such responses must be submitted within thirty (30) calendar days of the evaluation interview and will be included in the personnel file records.

F. **Destruction of Records** - The employee personnel records are considered a permanent record and all personnel file documents are retained by the City for the duration of the employee's period of employment and for any subsequent period required by law.

- a. The records of former employees are retained in accordance with the schedule established in Resolution 90-161.
- b. Shredding destroys personnel records that have reached the time limit established in Resolution 90-161.

## **SECTION 2 - PAY PLANS AND COMPENSATION**

### **A. Classification Plan -**

1. **Creation of classifications.** The City Council, upon recommendation by the Personnel Officer, shall create a classification plan for City employees. Each position shall be allocated to a class identified by class title. Positions shall have the same class title when they conform to the same specification or when the positions' descriptions are sufficiently similar as to qualifications, educational requirements, responsibilities, level of supervision, and other characteristics.
2. **Specification of classes.** A class may include more than one position. Each class will have a specification, which includes: a concise, descriptive title, a brief definition, a description of the essential job duties and responsibilities, a statement of special requirements, and a statement of desirable qualifications.
3. **Reclassification.** The Personnel Officer is responsible for reviewing the duties and responsibilities of positions and recommending to the City Council the creation of new classes and the abolition of existing classes. The Personnel Officer shall review classifications and make determinations in the following situations:
  - a. Upon the recommendation of the Supervisor or upon the request of an employee, the Personnel Officer has the right to reallocate a position to a different class whenever its duties change materially, provided the reclassification can be accomplished within budget limitations. The Personnel Officer has the discretion to determine when the duties have materially changed which

warrant a reclassification. To process reclassifications in a timely manner, the following process will be followed:

- i. Supervisor or employee submits a request of reclassification to the Human Resources Department.
  - ii. Within fifteen (15) working days, the Human Resources Department makes an initial determination whether the employee's ongoing job duties and responsibilities warrant a position reclassification. Once completed, the Human Resources Department forwards its recommendations to the Personnel Officer.
  - iii. Within fifteen (15) working days the Personnel Officer affirms or modifies the Human Resource Department's recommendations. As a general guideline, the Personnel Officer will provide the following conclusions to the employee and his or her supervisor: re-assign work duties so the employee is no longer working outside of classification, appoint employee to existing classification with greater responsibility, or create a new classification that more accurately reflects the employee's ongoing job duties and responsibilities.
- b. When the duties of a position so change that no appropriate class for it exists, the Personnel Officer must prepare an appropriate class specification for it and submit it to the City Council for approval.
  - c. Reclassification of a position may not be used to circumvent the rules and regulations concerning demotion, promotion or compensation.

**B. Salary Ranges, Plans and Compensation -**

1. **Meet and confer.** The City will meet and confer regarding changes to salary rates or salary ranges affecting existing employees represented by a recognized employee organization. After meeting and conferring, the Personnel Officer will prepare the pay plan, which establishes a flat rate or salary range for each class.
2. **Changes to salary ranges.** When the City Council changes a salary range for a class, all employees' salaries in the class will be adjusted to the corresponding step in the new range.
3. **Transfer to another class.** An employee whose position is moved from one class to another class that has the same salary range, does not receive a change in salary. When an employee is moved from one class to a class with a higher maximum salary, the employee's salary in the higher class will be the minimum salary for that class, unless that minimum is lower than, or the same as, the employee's salary at the time of the move. In that event, the employee will receive the next higher step within the pay range of the higher class. Employees receiving a promotion will receive at least a 5% increase in salary unless limited by the salary range maximum. The new review date for promoted employees is the date of promotion or in six (6) months if the employee is placed at Step A.
4. **Demotions.** When an employee is demoted, (moved from one class to a class with a lower maximum salary), the Personnel Officer will set the employee's salary within the range of the class to which the employee has been demoted. In this event, the employee's anniversary date will be the same as the effective date of demotion for purposes of conducting performance reviews and making corresponding salary adjustments. The employee's original hire date will continue to determine his or her eligibility for other types of benefits and leave accruals.
5. **Reclassifications.** An employee whose position is reclassified from one class to a class with a lower maximum salary retains his/her original anniversary date. A reclassified employee retains the salary of the higher class if the employee's salary at the time of reclassification does not exceed the maximum salary for positions of the lower class. If that salary does exceed that maximum, the

employee will continue to receive his/her present salary until such time as the maximum salary for the class exceeds his/her rate of pay.

C. **Employee Performance Review and/or Evaluation** - The performance evaluation process is intended to improve productivity and foster communication between supervisors and employees. Evaluations should be conducted at least annually in accordance with the schedule set forth for that employee's job classification and should be based upon position-specific performance elements and work standards. The evaluation must indicate clearly whether overall performance is superior, satisfactory, or substandard. The review process must provide for employee feedback and face-to-face communication. Results of the performance review will be utilized to determine employee's training and development needs.

1. **Salary adjustments.** Results of the employee's current performance review will be used to determine salary adjustments on the employee's anniversary date. Employees whose work performance is satisfactory will be eligible for advancement to the next higher step (not to exceed the maximum) of the salary range. Employees who receive a less than satisfactory rating may not be eligible for a salary advancement on their anniversary date.
2. **Employee review and response.** Employee will be provided with a copy of his/her performance evaluation twenty-four (24) hours prior to the evaluation interview. Employees have the right to respond in writing to the evaluation report should they so desire. Said responses should be submitted to the reviewer no later than thirty (30) days after the evaluation interview. Contents of an employee's performance evaluation are not subject to the grievance procedure.
3. **Copies kept in personnel file.** The employee's complete, original, and signed performance evaluation - including any written comments provided by the employee - is filed in the employee's official personnel file kept in the Human Resource Department.

D. **Pay Period** - The pay period for all employees is bi-monthly on the 15th and the last day of the month. When the 15<sup>th</sup> or the last day of the month falls on a weekend or holiday, paychecks will be available the prior Friday. All paychecks are to be distributed to the departments and delivered to the employee by noon on the 15<sup>th</sup> or the last day of the month.

1. **Time cards.** All employees are required to keep a timecard and accurately record all hours worked.
  - a. **Full-time employees.** Regular full-time employees will be paid for the prior two-week period worked.
  - b. **Part-time employees.** Regular part-time and hourly part-time employees must submit their timecards to the Finance Department on the 5<sup>th</sup> and 20<sup>th</sup> of the month and will be paid the following payday for the time submitted.
2. **Direct deposit.** Any employee wishing to have their paycheck directly deposited may do so by contacting the Finance Department and filling out the required documents.



- E. **Overtime** - Overtime hours must be approved in advance by the employee's direct supervisor or Department Head. Overtime is to be kept to a minimum consistent with maintenance of essential City services. All non-exempt employees will be paid overtime as required by applicable law and in accordance with any provisions in applicable memoranda of agreement.
- F. **Compensatory Time Off** - Subject to applicable memorandum(s) of agreement or the outline of certain employment conditions for non-represented employees, compensatory time off may be granted in lieu of overtime pay for overtime work performed by eligible employees. Compensatory time off is subject to the accrual cap in the relevant memorandum of agreement.
1. **Approval of overtime.** Employees must obtain pre-approval before working any overtime. The Supervisor will authorize such overtime work and will notify the Personnel Officer upon such authorization. The Supervisor is responsible for arranging his/her department so that compensatory time off can be taken.
  2. **CTO for exempt employees.** Management employees and any bona fide exempt personnel will receive administrative leave, as qualified under FLSA, in-lieu of the compensatory time off. All exempt personnel must record leaves of four hours or more using the City's "Employee Absence Report" and submit it to the appropriate immediate supervisor.
  3. **City reserves the right to pay overtime in lieu of accruing CTO.** At the discretion of the City, certain personnel may be paid for all or a portion of overtime worked in lieu of accruing CTO. The City can elect to pay employees for overtime worked if it is determined that an employee cannot reasonably take the CTO without hindering the performance of essential City functions.
  4. **Pay-out of accrued CTO.** The City retains the right to pay out unused CTO at all times selected by the City. The current memorandum(s) of agreement or outline of certain conditions of employment will reflect accrual information, time, and manner in which any payment for unused compensatory time will be made.
  5. **Payment upon separation.** Upon separation, all employees will be paid a lump sum for all outstanding approved and accrued compensatory time and/or administrative leave.
  6. **Use of CTO.** Employees who wish to use CTO must obtain prior authorization of their Supervisor or Department Head. The City's policy is to permit the use of CTO within a reasonable period after the request for use is made. Use of CTO on the specific dates requested by an employee will be permitted as much as reasonably practicable taking into account the operational needs of the department. To facilitate scheduling, employees are encouraged to provide as much advance notice as possible of the dates they desire to use CTO.

### **SECTION 3 - BENEFITS**

#### **A. Holidays -**

1. **Scheduled holidays.** The City Council establishes the holidays to be observed by the City for each calendar year, subject to modification by any applicable MOA. Generally, the City observes as holidays those days proclaimed by the President of the United States, the Governor of the State of California, and/or the Mayor of the City of Rohnert Park to be public holidays. Additionally, the City usually observes any day declared by the Governor to be a day of mourning or special observance for State employees.
2. **Weekend holidays.** Generally, when a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on an employee's regularly scheduled day off, the applicable memorandum of

agreement will determine whether the employee is paid holiday pay or given compensatory time off. If any outline of conditions of employment or memorandum of agreement conflicts with this subsection, the provision of the conditions of employment or memorandum of agreement will prevail.

3. **Holiday pay.** Regular full-time and regular part-time employees are entitled to receive time off with pay at their regular rate of pay for the holiday. Regular part-time employees receive either 50% or 75% of the holiday pay as determined by the number of hours per week the employee is normally scheduled to work. An employee who resigns may not select a holiday as the employee's last day of employment.
4. **Required work on holiday.** An employee whose job performance is essential to maintain public services may be required to work on a holiday. In such cases, the applicable MOA will specify the pay and/or benefits received for the work performed on holidays.

B. Vacation -

1. **Vacation policy.** All regular full-time and regular part-time employees are entitled to vacation time off work with pay. Eligible regular part-time employees accrue vacation at the rate of 50% or 75% of the allotment established for full-time employees as determined by the number of hours the part-time employee is regularly scheduled to work. Eligible employees will accrue vacation from the date-of-hire but may not take accrued vacation until the completion of six (6) months of continuous service. However, upon completion of six months of service, he/she will be eligible to request a scheduled vacation. This vacation policy is subject to modification through an applicable MOA for represented employees.
2. **Vacation accrual.** Vacation accrues for regular full-time employees according to the following schedules established in the applicable MOA's or Outline of Benefits for the Management and Confidential Units.
3. **Use of vacation.** An employee's scheduled vacation must be approved by his/her supervisor. The smallest amount of vacation time that may be used is ¼ hour (15 minutes). An individual may have unused annual vacation leave carried over to the following calendar year. If maximum accrual is reached, further vacation accrual will stop. When the employee uses paid vacation time and brings the available amount below the cap, vacation accrual will resume at the regular monthly accrual. The City may make an exception to the vacation accrual cap in extraordinary circumstances where, due to the requirements of City service, an employee is required to forego a vacation during the particular calendar year. In such cases, the affected employee may apply to the Personnel Officer to increase his or her vacation cap by the number of days the employee was not permitted to take as vacation days. The Personnel Officer may, in his or her sole discretion, grant such requests from time to time.
4. **Vacation at termination.** Upon termination, an employee shall receive a lump sum payment for the balance of accrued vacation hours. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of termination. When termination is caused by the death of the employee, pay for unused vacation shall be paid to the same beneficiary the employee has designated for Life Insurance benefits. Beneficiary designation otherwise, shall be in writing, signed by the employee and filed with the Finance Department, Payroll Office. Vacation accruals are not paid to employees who are employed by the City less than six months.
5. **Holidays falling during vacation.** When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking vacation, such employee shall not be charged as using vacation for that day. The employee's compensation for that day shall be holiday pay and he/she shall not be paid or charged for vacation. This holiday policy is subject to modification through an applicable MOA for represented employees.

6. **Illness during vacation.** If an employee becomes ill or is injured while on vacation, the time off will still be counted as vacation time and not sick time.
7. **Vacation accrual during leave of absence.** Employees who are off work on a paid leave shall continue to accrue vacation during the leave period. Employees who are off work on an unpaid leave shall no longer accrue vacation after ninety (90) calendar days.

**C. Sick Leave -**

1. **Eligibility.** Regular full-time and regular part-time employees are eligible for sick leave in accordance with the applicable MOAs. Unrepresented, confidential, and management employees' eligibility for sick leave is specified in the applicable City resolution outlining their conditions of employment, benefits and salary adjustments.
2. **Accrual.** Sick leave shall be accrued in accordance with the applicable MOA's or Outline of Benefits for the Management and Confidential Units.
3. **Use of sick leave.**
  - a. To qualify for sick leave, the employee must report his/her illness or injury to his/her supervisor at the beginning of any sick leave period and daily thereafter unless otherwise arranged. The supervisor may require a written statement from the employee's health care provider verifying that the employee is or was incapacitated and unable to perform his/her duties. Any absence of five (5) days or more for sick leave will require a certification from a health care provider.
  - b. Sick leave may be taken for an employee's personal, non-industrial illness or injury. Additionally, the employee may use up to one-half his/her yearly paid sick leave accrual (based on calendar year) to attend to an illness of a child, parent, spouse, or domestic partner of the employee or the child of the employee's domestic partner.
  - c. An employee may use sick leave for medical examinations and appointments provided, however, that such leave time may be limited to four (4) hours in any one working day at the employee's supervisor's discretion.
  - d. An employee requesting to use paid sick leave must specify whether the use is for personal illness or to care for a family member. In the event that an employee exhausts his/her paid sick leave, he/she may be entitled to additional unpaid leave under the Family and Medical Leave Policy.
  - e. Any employee who is absent from work on sick leave shall not engage in work or other activities at any time that would be in conflict with the inability to report for work and to perform the duties assigned. If an employee violates this policy, appropriate disciplinary action will be taken.
4. **Sick leave accrual during leave of absence.** Employees who are off work on a paid leave shall continue to accrue sick leave during the leave period. Employees who are off work on an unpaid leave shall no longer accrue sick leave after ninety (90) calendar days.
5. **Accumulation.** Accrued sick leave may be accumulated to the limits described in the applicable Memorandum of Agreement.
6. **Sick leave and Workers' Compensation disability payments.** An employee receiving temporary disability payments under the Workers' Compensation Laws, may use accumulated sick leave in order to continue to maintain his/her regular income. Under such circumstances, the employee shall be paid (out of his or her sick leave balance) the difference between his/her full salary in proportion to the amount of his/her full salary paid by the City during such period of disability.

**D. Bereavement Leave -**

1. In the case of death within the immediate family of an employee, the employee shall be entitled to three (3) days of paid leave. An additional two (2) days of sick or vacation leave may be taken upon approval of the employee's supervisor if the employee must travel out of the area (at least 250 miles one way).
2. Immediate family in this case means: spouse, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, child (including stepchildren), stepparents, aunts, uncles, grandparents, grandparent-in-law, grandchildren and relationships in loco-parentis and close personal relationships, with the approval of the City Manager or his/her designee.

The employee's supervisor may require proof of death of the person(s) for whom the employee is taking bereavement leave.

**E. Military Leave -**

1. **Eligibility.** The City grants military leave to all employees for service in the uniformed services in accordance with federal and state law.
2. **Notice.** The employee must notify his/her supervisor of upcoming military duty at soon as he/she becomes aware of his/her obligation and provide a copy of his/her military orders.
3. **Compensation.** Employees on temporary military leave will be paid their normal salary for the first thirty (30) calendar days while engaged in the performance of ordered military duty. Pay for such purposes shall not exceed 30 days in each fiscal year. If the employee's military leave exceeds thirty days, the City will continue to pay the difference between the employee's normal salary and the total of his/her military compensation if the employee is called to active duty as a result of a declaration of emergency, war, or as necessary for homeland security as declared by the President of the United States, Secretary of Defense, Secretary of Homeland Security or the Governor of California. In such cases, the employee shall submit his/her military earning statement to the Finance Department, Payroll Office to assist in calculating the employee's salary. In no event will the employee be compensated in excess of his/her normal City salary. All other military leave is unpaid except where necessary to maintain exempt status under the Fair Labor Standards Act. Employees may elect to use any other accrued paid leave time (e.g. vacation) during unpaid military leave.

Employees will receive any merit and/or general salary increases for which they become eligible during military leave.

4. **Benefits.**
  - a. **Health insurance.** All health insurance benefits will remain in place while the employee is in a paid military leave status as indicated in Section 3 above. For employees in a non-pay status, all health insurance benefits will continue for a period of 12 workweeks on the same terms and conditions as if the employee were not on a leave of absence. The 12 workweeks would be calculated based on the beginning of non-pay status. Thereafter, the employee has the option to continue his/her health plan benefits, at the employee's expense, for up to eighteen months.

For employees both in a paid and unpaid status, the benefits shall be provided in accordance with the City's applicable agreements, outlines, rules, policies and procedures and all state and federal laws. Such benefits may be subject to individual plan provisions.

- b. **Pension plan benefits.** During any period of paid leave, the City will pay the employer and employee contributions to CalPERS. Additionally, employees returning from military leave are entitled to pension benefits that accrued during military service and to any CalPERS contributions.

that would have been made if the employee had not been absent due to military leave. Military leave is not considered a break in service for purposes of pension benefits.

- c. **Vacation benefits.** Vacation benefits continue to accrue during paid military leave. Employees returning from military leave are entitled to begin accruing vacation at the rate the employee would have attained if the employee had not taken military leave.
  - d. **Seniority.** Employees returning from military leave are entitled to the seniority and other rights and benefits determined by seniority that they would have attained with reasonable certainty had the employee not taken a military leave.
5. **Reinstatement.** Employees will be reinstated in accordance with all applicable laws. Upon completion of military leave, the employee is required to furnish the Human Resources Department a copy of his/her military separation document. Reinstatement will not be denied or delayed if the information does not yet exist or is not readily available, however, the employee is required to provide the information as soon as it is available. Reinstatement will be denied only when legally permissible.

Federal law provides for the following reinstatement period:

- a. For military leave of less than 31 days, the employee must report for reemployment at the beginning of the first regularly scheduled workday that would fall eight hours after he or she returns home, unless reporting within such time frame is impossible and then the employee must report as soon as possible.
- b. For military leave of more than 30 days but less than 181 days, the employee must report for reemployment within 14 calendar days following completion of service, unless reporting within such time frame is impossible and then the employee must report as soon as possible.
- c. For military leave greater than 181 days, the employee must apply for reemployment within 90 days of completion of the service.

**F. Family And Medical Leave -**

1. **Eligibility.** Family and medical leave ("FML") shall be granted in accordance with the provisions of state and federal law. All employees who meet the eligibility criteria stated in this policy are entitled to take an unpaid FML.

To qualify for FML, an employee must have been employed by the City for a period of twelve months and have worked for at least 1250 hours during the 12-month period immediately preceding the leave. FML may be granted for the following reasons: (1) the birth of a child to an employee or placement of a child with an employee in connection with the adoption or foster care; (2) to care for a child, parent, spouse or domestic partner who has a serious health condition; or (3) for the employee's own serious health condition that makes the employee either unable to work at all or unable to perform one or more of the essential functions of the position assigned.

2. **Amount of FML.** Eligible employees are entitled to FML totaling twelve (12) weeks within a 12-month period. The 12-month period within which the leave must be taken begins on the date the employee's leave begins and concludes 12 months after that date. This leave shall be concurrent with any disability leave associated with pregnancy, childbirth, or related pregnancy conditions as provided in the City's Pregnancy Disability Leave (PDL) Policy.
3. **Intermittent leave.** When medically necessary (as certified by a health care provider), leave may be taken on an intermittent or reduced leave schedule. "Intermittent leave" is leave taken in separate blocks of time due to a single event, rather than for one continuous period of time, and may include periods of not less than 1/4 of an hour and up to several weeks. The City may require an employee

who is on a reduced work schedule or intermittent leave to temporarily transfer to an alternative position, with the same pay and benefits, if the alternative position better accommodates the required work schedule than the employee's usual position.

4. **Notice of leave.** An employee must provide at least thirty (30) days advance written notice of the need for FML whenever possible. If thirty (30) days notice is not possible, the employee must give notice as soon as possible. If the employee fails to give thirty (30) days advance notice for foreseeable events without any reasonable excuse for the delay, the City reserves the right to postpone the leave until at least thirty (30) days after the written notice was received.
5. **Statement of health care provider.** When the leave is for a serious health condition, a health care provider must provide written certification to support the request for leave. The statement for an employee's serious health condition shall specify the commencement date of the event which prevents the employee from performing the functions of his/her position, the anticipated duration of the leave, and a statement that the employee is unable to perform the essential functions of his or her position. The statement for the employee to attend to a family member shall state the date of commencement of the serious health condition; the probable duration of the condition; an estimate of the amount of time that the health care provider believes the employee needs to take in order to care for the family member; and that the serious health condition warrants the participation of the employee.

If the FML request is for the employee's own serious health condition, the City may require, at its expense, a second opinion from a health care provider designated by the City. The health care provider designated by the City will not be one who is employed on a regular basis by the City. If the second opinion differs from the first opinion, the City may require, at its expense, that the employee obtain a third opinion by a health care provider approved jointly by the City and the employee. The third opinion shall be considered final and binding on the City and the employee.

A new statement from a health care provider may be required if the employee requests an extension to the leave requested in the original statement.

The City does not require the certification disclose the underlying diagnosis without consent from the employee.

6. **Pay during leave.** FML is unpaid except to the extent the employee elects to substitute accrued paid leave time. An employee may use accrued sick leave when the FML is for the employee's or the employee's family member's serious health condition. An employee may substitute accrued vacation leave, compensatory time off and/or paid administrative leave for any FML. The substitution of paid leave time does not extend the 12-week maximum leave time.
7. **Insurance benefit premiums during FML.** An employee is eligible for the same insurance benefits and premium payments for each benefit during FML as if the employee were not on leave, for a maximum of twelve (12) weeks. An employee on unpaid leave beyond the twelve (12) weeks is no longer considered on FML and; therefore, if the employee wishes to continue health insurance coverage he or she may do so at his or her expense, at the City's group rates. The employee must arrange for payment of his/her premium contribution, in advance. A lapse in insurance coverage will occur if a premium payment is more than 30 days late.
8. **Other benefits during FML.** During any portion of FML for which an employee substitutes other paid leave benefits, the employee will continue to accrue paid leave benefits (i.e., sick leave, vacation leave), seniority, and other benefits to the same extent that the employee would accrue those benefits if not on FML. Employees on FML are not eligible for holiday pay (e.g. paid for holidays worked) for holidays that fall during FML.
9. **Reinstatement.** Except as provided in Section 21.3.7, an employee who takes FML shall be eligible for reinstatement to the employee's former position at the former rate of pay. However, if the position

is not available due to business necessity, the City may instead offer the employee a job that is comparable in terms of pay and duties. An employee retains the same right to employment as if not on FML.

If an employee fails to report to work promptly at the end of FML, the employee will be assumed to have abandoned his/her employment unless additional leave has been approved.

10. **Reinstatement for key employees.** If reinstatement of a key employee causes a substantial and grievous economic hardship to the City, the City may deny reinstatement of the key employee to the position held at the time FML was requested. A key employee is defined as an employee who is paid on a salary basis and is among the highest paid 10 percent (10%) of all City employees as determined at the time of the request for leave.
11. **Statement regarding return to work.** If the employee takes FML leave for his or her own serious health condition, the City requires a statement by the employee's health care provider that the employee is fit to return to his/her job.
12. **Other work.** The City shall take appropriate disciplinary action if it determines that an employee has engaged in other work during a FML that is inconsistent with the employee's use of FML.
13. **Definition of health care provider.** A health care provider as used herein means a person holding either a physician's and surgeon's certificate under applicable California law or an osteopathic physician's and surgeon's certificate under applicable California law or any other individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction who directly treats or supervises the treatment of serious health conditions or any other person who meets the definition of others "capable of providing health care services" as set forth in the federal Family and Medical Leave Act and its implementing regulations.

**G. Pregnancy Disability Leave -**

1. **Eligibility.** Any employee who is disabled from working due to pregnancy, childbirth or related medical conditions is eligible for Pregnancy Disability Leave (PDL).
2. **Amount of PDL.** PDL will be allowed for the period of disability but not to exceed four (4) months (88 working days for full-time employees and pro-rata for part-time employees). PDL may be taken on an intermittent or reduced hour basis when determined medically advisable by the employee's health care provider, e.g., for morning sickness, prenatal doctor's appointments. The smallest increment of time that can be used for such leave is 1/4 of an hour. The City may require an employee who is on a reduced schedule or intermittent leave to temporarily transfer to an alternative position if the alternative position better accommodates the required work schedule.
3. **Notice of PDL.** Whenever possible, an employee must provide at least thirty (30) days advance written notice of the need for PDL. If thirty (30) days notice is not possible, notice must be provided as soon as possible.
4. **Transfer privileges.** Employees who are pregnant or have a pregnancy-related medical condition may request a transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Where transfers are made based on the employee's health needs, the employee will receive the pay specified for the alternate position and/or duties.
5. **Statement by health care provider.** An employee requesting PDL shall provide the Human Resources Department with certification from her health care provider stating the anticipated delivery date and estimated dates and duration of the disability. If there is a change in diagnosis, and the dates are either accelerated or delayed, notification from the health care provider is required.

A health care provider's statement must be submitted verifying the need for pregnancy disability leave or for transfer, stating the following:

- a. The date on which the employee became disabled due to pregnancy, childbirth or related medical condition or the date on which the need for a transfer became medically advisable;
- b. The probable duration of the period or periods of disability or the need for transfer; and
- c. A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself and, the successful completion of her pregnancy, or that transfer is medically advisable.

A new statement may be required if the employee requests an extension of time beyond that specified in the original statement.

Any changes in the information contained in the health care provider's statement must be promptly reported by the employee to the Human Resources Department.

6. **Use of accrued leave while on pregnancy disability leave.** An employee may use any combination of accrued paid leave during the duration of PDL. The substitution of paid leave does not extend the maximum length of a PDL.
7. **Insurance benefit premiums during PDL.** An employee will receive the same insurance benefits and premium payments during PDL as if the employee were not on leave, for a maximum of twelve (12) workweeks. An employee on unpaid PDL beyond this period may continue health insurance or other benefit coverage at own her expense, at the City's group rates. The employee must arrange for payment of the premium contribution in advance. A lapse in insurance coverage will occur if a premium payment is more than 30 days late.
8. **Other benefits during PDL.** During any portion of PDL for which an employee substitutes other paid leave benefits, the employee will continue to accrue paid leave benefits (i.e., sick leave, vacation leave), seniority, and other benefits to the same extent that the employee would accrue those benefits if not on PDL. Employees on PDL are not eligible for holiday pay (i.e. pay for holidays worked) for holidays that fall during the PDL.
9. **Reinstatement.** An employee who takes PDL shall be eligible for reinstatement to her former position at her former rate of pay. However, if the same position is no longer available due to business necessity, the City may instead offer a job that is comparable in terms of pay and duties.  
  
If an employee fails to report to work promptly at the end of PDL, the employee will be assumed to have abandoned her employment unless additional leave has been approved.
10. **Statement regarding return to work.** The City requires an employee returning from PDL to provide a statement from a health care provider that certifies the employee's fitness for duty.
11. **Other work.** The City shall take appropriate disciplinary action if it determines that an employee has engaged in other work during a PDL that is inconsistent with the employee's use of PDL.
12. **Definition of health care provider.** A health care provider as used herein means a person holding either a physician's and surgeon's certificate under applicable California law or an osteopathic physician's and surgeon's certificate under applicable California law or any other individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction who directly treats or supervises the treatment of serious health conditions or any other person who meets the definition of others "capable of providing health care services" as set forth in the federal Family and Medical Leave Act and its implementing regulations.



**H. Work-Related Injury And Illness Leave -**

1. **Eligibility.** All City employees are covered by Workers' Compensation Insurance. All regular employees are eligible for industrial sick leave as provided in the current applicable memorandum(s) of agreement.
2. **Reporting accidents and injuries.** An employee who is injured or becomes ill in the course of employment must immediately report the incident to the employee's supervisor. The supervisor must provide an Employee's Claim for Workers' Compensation Benefits form to the injured/ill employee for completion as soon as possible. Within 24 hours of receipt from the employee, the supervisor must submit the completed supervisor's report of injury to the Human Resources Department. An employee who fails to promptly report a work-incurred injury or illness to his or her supervisor may be subject to discipline, up to and including termination.
3. **Temporary disability benefits.** An employee eligible for temporary disability payments under the Workers' Compensation Law will receive the amount as provided by that law.
4. **Salary continuation integration with accrued leave.** Employees receiving temporary disability payments under the Workers' Compensation Law may elect to use accrued paid leave benefits at the same time they are receiving temporary disability, but only up to an amount which, when combined with temporary disability payments, does not exceed one hundred (100%) percent of the employee's normal salary. Accrued leave hours shall be charged to the extent of wages paid by the City to the employee.
5. **Termination after work-related injury or illness.** Unless otherwise prohibited by law, an employee may be terminated after the treating physician's finding that the employee's condition is "permanent and stationary" and that the disability precludes the employee from doing the essential functions of the job.
6. **Anniversary date.** A regular employee who is absent from work as the result of a work-incurred injury or illness shall retain his/her anniversary date. An employee who has not completed the probationary period is ineligible for certification to regular status during leave for a work-related injury or illness and the date for completion of the probationary period will be extended to reflect the amount of time absent on such leave.

**I. Witness Duty -**

An employee who is required to appear as a witness or to otherwise participate on behalf of the City in any judicial or administrative proceeding shall receive pay as though at work for time spent in the proceeding. The employee must remit any witness fees received to the Finance Department, Payroll Office.

An employee subpoenaed to appear in a proceeding in which the City is not a party shall be granted leave without pay during the time required for that appearance, except where necessary to maintain the employee's exempt status under the Fair Labor Standards Act. The employee may use accrued vacation, administrative leave or compensatory time for this purpose.

**J. Jury Duty -**

All regular and probationary employees called to jury duty will be granted a paid leave. A copy of the jury summons must be given to the Human Resources Department. The employee shall receive full pay for the time served on jury duty, provided the employee remits to the City all fees as soon as received by the employee for such duties. Compensation for mileage or subsistence allowances shall not be considered as a fee and shall be retained by the employee.

All other employees will be granted leave without pay except where necessary to maintain the employee's exempt status under the Fair Labor Standards Act.

If an employee is required to report to jury duty within 2 hours of the scheduled start of the workday, the employee is not required to report to work at the start of the workday, but shall report directly to jury duty. If an employee is released from jury duty with more than one-half of his/her workday remaining, the employee is required to report to work to complete the regularly scheduled workday.

**K. Unpaid Administrative Leave -**

1. **Eligibility.** Upon written request of an employee, the Personnel Officer may approve in writing an unpaid leave of absence without pay for a period not to exceed six (6) months.

2. **Reason for leave.** Unpaid Administrative Leave will be granted for the following purposes:

a. **School visit leave.** An employee who is a parent, grandparent, or duly appointed guardian with custody of a child in a licensed day care facility or in kindergarten through 12<sup>th</sup> grade will be granted up to 40 hours in a 12-month period (not to exceed 8 hours in one month) to visit the school site, if reasonable prior notice is given to the Personnel Officer. Additionally, a parent, grandparent, or guardian of a child may take time off to appear at a school in connection with the suspension of a child. The employee may use accrued leave for school visits. If accrued leave is exhausted, the Personnel Officer may allow the employee to work an alternative schedule to accommodate the leave or provide leave without pay.

Written proof of the date and time of the visit signed by an appropriate school official may be required to be provided to the Personnel Officer on return to the job.

b. **Voting leave.** Any employee, if he or she does not have sufficient time outside of working hours to vote, may request up to two (2) hours of accrued paid leave either at the beginning or end of scheduled working hours to enable the employee to vote. If the employee has no accrued paid leave, time off shall be granted without pay except where necessary to maintain exemptions under applicable state and federal wage and hour laws.

c. **Domestic violence leave.** An employee who is the victim of domestic violence may take unpaid leave or use any available paid time off benefits to ensure his/her health, safety or welfare, of that of his/her child, by obtaining a temporary restraining order, a restraining order, or other court assistance. Additionally, an employee may take leave to seek medical or psychological treatment, to obtain necessary social services, and/or to participate in safety planning or take other actions to increase safety. The employee must provide reasonable notice of the need for such leave and shall provide evidence satisfactory to the Personnel Officer of participation in one or more of the activities specified in the preceding sentence. The amount of leave provided shall be in accordance with Labor Code section 230.1.

d. **Crime victim assistance leave.** An employee who is the victim of a crime, the immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim may take an unpaid leave or any available paid time off benefits to attend judicial proceedings related to that crime.

e. **Emergency duty and training leave.** Volunteer firefighters and other emergency personnel may take an unpaid leave or use accrued leave to perform emergency duty. Volunteer firefighters may take up to 14 days leave per calendar year to engage in training. The employee must provide reasonable notice to the Personnel Officer of the need for such leave and shall provide to the Personnel Officer satisfactory evidence of participation in the emergency duty or training.

- I. **Miscellaneous leave.** In addition to the leaves described above, the Personnel Officer may approve other requests for unpaid leave at his/her discretion.

**L. Health Insurance Benefits -**

1. **Benefits.** The City provides group medical, dental, and vision insurance to eligible employees and their dependents and domestic partners (effective January 1, 2005) as detailed in the applicable MOAs and City Council resolutions outlining conditions of employment and benefits. The Personnel Officer shall maintain records of the terms and conditions of the health insurance and other benefit contracts, benefit levels, and administration procedures. More detailed information regarding these benefits is set forth in the official plan documents and insurance policies that govern the plans. If there is any actual or apparent conflict between the brief summaries contained in this policy and the terms or limitations of official plan documents, the provisions of the official plan documents will prevail. Employees who wish to inspect those documents may make an appointment with the Personnel Officer for that purpose. Due to changes in MOAs, terms, conditions, benefit levels and administration requirements may be adjusted from time to time.
2. **Commencement of benefits.** The benefits described in this section shall begin the first of the month following the first day of employment or on the date-of-hire if it occurs on the first of the month.
3. **Health insurance waived by certain employees.** The City provides eligible employees alternative medical benefits when the employee has coverage from another source and the employee waives benefits under the City's plan. These alternative benefits are described in Resolution No. 96-203.
4. **C.O.B.R.A.** The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires the City to offer employees and their eligible dependents an opportunity for a temporary extension of health coverage upon separation of employment or loss of dependency status. The specific provisions and restrictions of the Act are available from the Human Resources Department.

**M. Miscellaneous Employee Benefits -**

1. **Disability wage plan.** The City provides a disability wage plan to regular full time and part-time employees. Benefits and conditions of the plan are more specifically described within the City's Disability Wage Plan document available upon request from the Human Resources Department.
2. **Long-term disability insurance.** City provides long-term disability insurance to regular full-time and regular part-time employees. The purpose of LTD insurance is to provide eligible employees with a percentage of normal income when an injury or illness occurs on or off the job. The City provides two different LTD plans. The terms of the specific plan can be found in the applicable MOA or applicable resolution outlining conditions of work and benefits. The terms and conditions of this benefit may be modified from time to time in the event that the City changes carriers.

When an employee is receiving benefits from other sources, the total amount of compensation received by the employee, including LTD benefits, shall not exceed one hundred percent (100%) of the employee's normal monthly income.

3. **Catastrophic leave program.** The catastrophic leave program provides additional paid leave time to eligible employees suffering from financial hardship and who otherwise meet the criteria of the program. Please refer to Resolution 01-270 for the details of this program.
4. **Employee Assistance Program (EAP).** The City provides, at no cost to all regular full-time and all regular, 12-month part-time employees, legal dependents, and domestic partners (per AB 205 effective January 1, 2005) an employee assistance program. The program provides access to professional counselors and therapists to assist employees in resolving stress resulting from personal issues, substance abuse, grief or work-related issues. Any information provided to a counselor or

therapist is confidential. No information is provided to the City regarding an eligible member's use of the EAP. To make an appointment with a counselor call Cigna Behavioral Health at (888) 371-1125. For more information, contact the Human Resources Department.

5. **Health Care Tax-free dollar account program.** This program allows permanent full-time or part-time employees to set aside a maximum of \$3,000 per calendar year of before tax wages for medical premiums, co-payments, or out of pocket medical costs, as authorized by the Internal Revenue Services and the California Franchise Tax Board. A regular employee becomes eligible on date of hire. Employee participation in this program is coordinated through the Finance Department. The tax deferral limits are subject to change due to changes in federal and/or state law.
6. **Dependent Care Assistance program.** This program allows eligible full-time or part-time employees to set aside a maximum of \$5,000 per calendar year before tax wages for child care expenses as authorized by the Internal Revenue Services and the California Franchise Tax Board. A regular employee becomes eligible on date of hire. Employee participation in this program is coordinated through the Finance Department. The tax deferral limits are subject to change due to changes in federal and/or state law.
7. **Deferred income program.** The City participates in a deferred income program now being administered by National Deferred and ICMA. This program allows eligible full-time or part-time employees to set aside a maximum of \$13,000 per calendar year (\$14,000 in 2005, \$15,000 in 2006) of before tax wages for post-retirement income as authorized by the Internal Revenue Services and the California Franchise Tax Board. A regular employee becomes eligible on date-of-hire. Employee participation in this program is coordinated through the Finance Department. The tax deferral limits are subject to change due to changes in federal and/or state law.
8. **Hepatitis B program.** Below is an explanation of the City's Hepatitis B Program.

Employees who may have to perform first aid as a regular job duty or are in positions which might expose them to bodily fluids need to be offered the Hepatitis B Immunization Program per the City's Blood-borne Pathogens Program.

These job classifications are:

Public Safety Officer  
P.S. Sgt.  
P.S. Lt.  
P.S. Division Commander  
Director of Public Safety  
Community Services Officer  
Evidence Technician  
Property Specialist  
Vol. Auxiliary Firefighter  
Reserve Officer  
Seasonal Maintenance Assistant  
Maintenance Helper  
Maintenance Worker I  
Maintenance Worker II  
Public Works Services Supervisor  
Recreation Supervisor

At the time of the pre-employment physical, the candidate has a blood test that lets the City know if they have the Hepatitis B antibody. At the employment orientation, Human Resources Department provides the new employee (if they are in one of the jobs classes listed above) information on what Hepatitis B is and a check-off form, which indicates whether or not they wish the 3-shot immunization program. Human Resources (HR) logs in the employee's response in its safety records.

Employees who wish the 3-shot Hep. B series go get their shots, inform HR when they received each shot, and turn in their receipt for reimbursement. Employees with Kaiser insurance can get them free of charge through Kaiser as preventative care and necessary due to their job class. Employees with Blue Cross insurance are instructed to get their shots at the County Health Dept. and submit their receipt for reimbursement. It is important that the employees not miss an appt. for a shot as they might have to repeat the series. There are specific timeframes for each shot.

If an exposure incident occurs at work, under workers' compensation, the City has the employee tested and if necessary they are given a Hep. B booster shot for additional protection.

#### **SECTION 4 - IN-HOUSE RECRUITMENT**

A. **Transfer** - If an employee is qualified, the Personnel Officer may approve the transfer of an employee from one position in the City to another position in the same class or to another position in a different class with the same maximum salary.

1. **Types of transfers.**

- a. Voluntary request for transfer initiated by department supervisor and/or employee.
- b. Involuntary transfer initiated by the Personnel Officer to better serve the needs of the City.
- c. Transfers for disciplinary reasons are subject to the provisions of Section 8.
- d. The Personnel Officer may transfer an employee to a class with a lower maximum salary with the consent of the employee, provided the employee possesses the desirable qualifications for the position to which he/she reassigned.

2. **Process for transfers.** Transfer process and approval is made as follows:

- a. At least two weeks prior to the transfer, a notice will be sent to the affected employee(s) and bargaining unit(s) stating the nature of the transfer and an explanation as to why the transfer is necessary.
- b. The employee has a right to respond in writing within five (5) workdays from date of notice.
- c. The employee has a right, through their bargaining unit, to file a grievance within the time limits established in the grievance procedure.

B. **Promotion** –

1. **Qualifications.** A person may be moved to a class with a higher maximum salary only if he/she has the desirable qualifications for the higher class. These desirable qualifications are ascertained on the basis of information obtained from application forms, tests, examinations, interviews, past performance reviews or evaluations, and/or input from an employee's supervisor.
2. **Internal/external recruitment.** In filling vacancies for positions above entry-level, consideration will first be given to existing City employees. However, the Personnel Officer may recruit from outside when the Personnel Officer determines that appropriately qualified City employees are not available to fill the vacancy. The City reserves the right to conduct an open recruitment process to fill a vacancy in a higher-level position or to fill the vacancy by advancement of a qualified employee that currently occupies a lower-level position.

3. **Request for eligible employees.** When a vacancy occurs, the Supervisor may request a list of names of persons in City employ who qualify for promotion to the vacant position for consideration from the Human Resources Department.
  4. **Determining pay for promoted employees.** Refer to Section 2 – Pay Plans and Compensation, Part B, Section 3.
- C. **Trainee Program** - In an effort to provide upward mobility opportunities for current City employees and to provide employment opportunities to the general public, the Personnel Officer can add the word "Trainee" to any classification, within the financial ability of the City, except those represented by a bargaining unit, employed by the City and to recruit and select individuals to fill positions as deemed appropriate.
1. The training program provides an opportunity for a current employee to gain additional skills by:
    - a. additional experience in a different classification;
    - b. additional schooling;
    - c. completion of an appropriate examination;
    - d. obtaining a State certificate or license in a specific classification.
  2. Recruitment for these positions may be promotional or open as deemed appropriate by the Personnel Officer and the initial salary would be up to thirty percent (30%) below the beginning of the established salary range.
  3. Transition from trainee classification may occur as early as six (6) months but no later than two (2) years from the date of appointment. Minimum qualifications for the position must be attained prior to transition. Transition may occur upon recommendation of the Supervisor and approval of the Personnel Officer.
- D. **Apprenticeship Program** - The City may establish an apprenticeship program in partnership with a local school district, Sonoma State University, Santa Rosa Junior College, or an accredited trade school. This program would be conducted in cooperation with the applicable bargaining units.
- E. **Probationary Period**. The probationary periods set forth in Section 5 also apply to all placements resulting from the in-house recruitment process.

## **SECTION 5 - RECRUITMENT PROCESS**

- A. **Announcement of Vacancies** - Notices of employment opportunities in the City will be first announced in house, via electronic mail, allowing current employees the opportunity to apply for the position. The announcement will also be posted in the City offices and publicized in any other ways necessary to attract the best qualified candidates.
1. **Open recruitment.** The Personnel Officer has the discretion to begin open recruitment outside of City employ when he/she knows that the City does not have employees with the required knowledge or skills.
  2. **Notices.** Such notices list the classes in which vacancies are anticipated, specify the class title, salary range, fringe benefits, the nature of work performed and the qualifications required for employment in the class, tell when and where to file applications for employment, and give information about the testing, scoring and selection procedure to be used.

- B. Applications** – Every applicant responding to a City recruitment shall file an official City application form. Applications shall be available in the City's Human Resources office. Applications and supporting documentation filed with the City are the property of the City. Any information on the application will not be made public.
1. **Application form.** The form by which a person applies for a position with the city is prescribed by the Personnel Officer and requires information about the applicant's training, experience, qualifications and any additional information the Personnel Officer deems pertinent to an evaluation of the applicant's fitness for a position.
  2. **Deadline for filing applications.** Applications and all required documents must be filed in the Human Resources Department on or before the final filing date and time specified in the position announcement.
  3. **Rejection of applications.** The Personnel Officer may disapprove an application, disqualify an applicant in an examination, refuse to place a name on an eligibility list for any of the reasons listed:
    - a. lacks any of the requirements established for the examination or position for which application has been made;
    - b. excessively uses narcotics and/or intoxicating liquors to the extent that they are unable to perform the essential functions of the position;
    - c. an employee that is not physically and/or mentally able to perform the essential functions of the job, with or without reasonable accommodation;
    - d. has made any false statement or omission of any significant fact, or has practiced or attempted to practice deception or fraud in the application, in declarations, or in securing eligibility or appointment;
    - e. has directly or indirectly obtained information regarding the content of an examination to which an applicant is not entitled;
    - f. previously been dismissed for cause from any public or private employment or resigned to avoid such dismissal;
    - g. has failed to submit a complete and/or signed application within the specific time limits;
    - h. has failed to reply within five (5) working days from the date mailing, to communications concerning availability for employment;
    - i. has made himself/herself unavailable for employment by requesting that his/her name be withheld from consideration.
    - j. for any material cause which, in the judgment of the Personnel Officer, would render the applicant unfit for the particular position, including a prior resignation from City services accepted with prejudice.
  4. **Criminal convictions.** Convictions (including pleas of guilty and nolo contendere) may disqualify an applicant from employment by the City. Criminal convictions do not necessarily disqualify individuals from employment with the City. In determining whether an individual with a conviction is disqualified, the Personnel Officer will consider the following factors:
    - a. the employment classification to which the person is applying, including its sensitivity,

- b. nature and seriousness of the conduct,
  - c. the length of time since the conduct,
  - d. the age of the individual at the time of conduct,
  - e. circumstances surrounding the conduct,
  - f. contributing social or environmental conditions, and
  - g. the presence or absence of rehabilitation or efforts at rehabilitation.
5. **Employment of relatives.** A position within the City will not be filled by an individual, where that individual would be subject to supervision, evaluation, discipline, or decisions regarding compensation by a close relative. No person will serve in a department where the Supervisor is a close relative or in a division where the division head is a close relative. For a definition of "close relative," see the glossary of terms at the conclusion of these rules.
6. **Notification of disqualification.** If an applicant is deemed disqualified for any of the above reasons, the Personnel Officer will notify the applicant or eligible in writing at his/her last known address, of the action taken. An applicant has the right to respond orally or in writing within five (5) working days from the date of mailing to the Personnel Officer, with no further right to appeal.
- C. **Selection Procedure** – The method used to select employees shall be impartial and shall relate to those subjects which fairly measure the abilities to execute the duties and responsibilities of the classification in which the vacancy exists. Selection procedures consist of one or more of the methods listed below. The same method shall be applied equally in a single examination.
1. **Application.** Information the applicant supplies on the City's application form, and any attachments thereto will be reviewed under the supervision of the Human Resources Assistant or his/her designee and the applicable department supervisor. The same criteria and point system is utilized for all applicants for the same position.
  2. **Examinations.** The selection techniques used in the examination process will be impartial, practical, and related to those subjects which fairly measure the relative capabilities of the applicant examined to execute the duties and responsibilities of the class to which they seek to be appointed. Examinations may consist of, but are not limited to, such techniques as written tests, personal interviews, skills and performance tests, assessment centers, review of performance evaluations, evaluation of daily work performance, evaluation of work samples.
  3. **Documentary evidence.** Applicants for positions are required to provide documentary evidence of education, training, or experience. The City reserves the right to re-test the skill level of any applicant.
  4. **Scoring and rating.** The Personnel Officer will establish the relative weights of examination and other components of a position. The basis of the final score will be included in the job announcement. Scoring and rating systems may be numerical or non-numerical as determined by the Personnel Officer.
    - a. Appointment preference on open/promotional recruitments will be extended to any regular City employee. Regular city employees will be granted the following scoring preference: 1% for each year of service, with a maximum preference of 10%. Depending on the scoring established for the classification recruitment, the preference may be expressed as an additional percentage or additional points. See example below for detailed explanation.



**PERCENTAGE EVALUATION (sample)**

Employee's Total Score = 80%

Years of City Service as a Regular Employee = 10 (calculates to an additional 10%)

Employee's Adjusted Total Score = 80% + 10% = 90%\*

**POINT EVALUATION (sample)**

Employee's Total Points = 175 out of a possible 200

Years of City Service as a Regular Employee = 10 (calculates to an additional 20 points [200 x 10% = 20])

Employee's Adjusted Total Score = 175 + 20 = 195\*

\*The combination of an employee's performance in the examination process and years of service may give the employee a higher score than the maximum possible. In such a case, the employee shall receive the actual score calculated above the maximum and be ranked accordingly. Specifically, for the examples listed above, the employee achieving the maximum score on the percentage evaluation would receive a total score of 100% + 10% = 110%; and on the point evaluation receive a total score of 200 + 20 = 220.

- b. In accordance with Resolution 2001-271, the City does not grant preferential status to any select group of persons when applying for a position.

**D. Interview Process -**

1. **Interview boards.** The Personnel Officer will assemble and appoint interview boards. These boards may be comprised of private citizens, experts in the field, members of another agency, City officers, City employees, and/or bargaining unit representatives.
2. **Interviewers remarks.** Interviewers mark on forms provided the degree to which, in their judgment, each candidate possesses the desired qualifications. The interviewer's remarks will be translated into a numerical score. Scoring sheet and interviewers' remarks are confidential.

**E. Eligibility Lists -** After each selection procedure has been completed, the Personnel Officer or his/her designee will prepare an eligibility list containing the names of applicants who qualify for appointment to positions in a particular class.

1. **Ranking.** Place the names of the qualified applicants ("eligibles") on the eligibility list in the order of their final ranking, as determined by the selection process, with the highest rated eligible at the top of the list. If more than one person has the same score, the names will be placed in alphabetical order.
2. **Duration of list.** The eligibility list remains in effect for a period of six (6) months, unless the Personnel Officer extends this period, for a period not to exceed (1) year. The Personnel Officer can reduce the period if the list contains less than 5 names. In the event of early cancellation of an eligible list, the Personnel Officer will notify each person whose name appears on such list to this effect via mail to his/her last known address. This notice is to include an explanation as to why the time frame has been changed.
3. **Removal from list.** An applicant may be removed from a given eligibility list by the Personnel Officer for any of the following reasons:
  - a. appointment to the classification for which the eligible list was originally established;
  - b. request by the applicant for removal from the list;
  - c. failure to continue to meet any of the minimum standards established for the position for which the eligible list was prepared;

- d. failure to contact the Personnel Officer within five (5) working days from the date of notice of an interview or offer of appointment;
  - e. determination by the Personnel Officer that the applicant has violated one or more of the provisions of Section 5.B.4.
4. **Vacancies.** When a vacancy occurs in a class for which there is an eligibility list, the Personnel Officer will transmit the names, and all supporting documents, of all candidates with the top five ranking scores on the eligibility list to the Supervisor for consideration.

F. **Appointment Process** -- All appointments to position vacancies will be made in accordance with these rules and regulations. The power to appoint and dismiss City employees is vested in the City Manager (Personnel Officer).

1. **Vacancy.** The vacancy will be filled by appointment of an eligible candidate from an appropriate eligibility list, except as provided in 2 below.
2. **Exceptions.**
  - a. **No eligibility list.** The Personnel Officer may make a provisional appointment to a position if there is no eligibility list for the class and if the needs of the service require that the position be filled before a selection process can be completed. A provisional appointee must:
    - i. Meet the requirements of training and experience established for the position;
    - ii. Not continue for more than thirty (30) days in the provisional appointment after an eligibility list for the position has been established unless there are no eligibles on such eligibility list who are available for or who wish to be considered for appointment to the position;
    - iii. The Supervisor may submit a written request and justification to the Personnel Officer to extend the provisional appointment in six (6) month increments. No more than two (2) extensions may be granted for each provisional appointment.
  - b. **Emergency.** In an emergency which threatens life, property, or the operation of necessary municipal services, the Personnel Officer may employ an individual not on the eligibility list for not more than thirty (30) calendar days.
3. **Pay.** A new appointee shall receive the minimum salary for the class to which the position is allocated, except that:
  - i. In cases of extreme difficulty in filling a position, the Personnel Officer may approve appointment at a salary above the minimum. In such cases, all incumbent employees in the class to which the appointment is made shall be placed on at least the same step of the salary range as the new appointee; or
  - ii. In hiring exceptionally qualified personnel, the Personnel Officer may approve appointments at a salary above the minimum for the class.

G. **Conditional Offer of Employment** - An offer of employment is contingent upon the results of the following:

1. **Reference checks.** Prior to conducting reference inquiries a prospective employee will be required to sign a release allowing the City to acquire information about the applicant from former employers.

2. **Medical examination.** Applicants who have been offered a regular position with the City are required to participate in a pre-employment physical.

Each job classification has specific physical standards and are reasonably related to job requirements. The city is notified only that the prospective employee is medically qualified, conditionally qualified or disqualified; no other medical information will be released.

3. **Fingerprints and criminal background check.** All persons employed by the City will be fingerprinted and law enforcement records checked for past criminal convictions. Information thus obtained will be confidential. Employment of, and continuation of service of employees with a criminal conviction must have the approval of the Personnel Officer as stated in Section 5.B.4.

H. **Probation Period** - The purpose of probation is to permit the employer to observe the employee on the job and to evaluate performance. Probation is part of the promotional, training, testing and selection process. The probation period begins on the date of appointment. It is the responsibility of the supervisor to communicate with the employee in regards to his/her progress.

1. **Duration of period.** The probationary period is not less than twelve (12) months for miscellaneous employees, not less than eighteen (18) months for dispatchers, not less than eighteen (18) months for sworn Public Safety employees, and not less than twenty-four (24) months for Management employees. Employees who receive promotional appointments must serve another probationary period of at least six (6) months for non-supervisory employees and twelve (12) months for supervisory employees (includes management classifications).
2. **Leaves of absence during probation.** If an employee is absent from work for longer than five (5) working days during the probationary period, the City may extend the probationary period an amount of time equal to the days missed if necessary in order to properly evaluate an employee.
3. **Extension of probation period.** All efforts will be made to sufficiently evaluate the probationary employee during the assigned period. An extension of the probationary period may, however, be recommended by the supervisor and/or Personnel Officer when cause exists. If additional time is needed to evaluate the employee, the supervisor or Personnel Officer can extend the probationary period for an additional period not to exceed three (3) months.
  - a. Extension of probationary period will be based on the written performance review.
  - b. The performance review will take place ten (10) working days prior to the end of the initial probationary period.
4. **Rejection during probation period.** During the probationary period, an employee may be rejected at any time for any reason by the Personnel Officer. Employees who are dismissed during their probationary period have no right to hearing or appeal. Notification of rejection must be served to the probationary employee in writing.
5. **Promoted employees.** A promoted employee who does not successfully complete the probationary period will be reinstated to his or her former position or to a comparable position. If, however, the employee is discharged for cause, the employee has no right to reinstatement.
6. An employee who successfully completes a probation period achieves regular status in his/her class and is known as a regular employee.

## SECTION 6 - SEPARATION AND REINSTATEMENT

An employee may be separated from employment by resignation, dismissal, retirement, or layoff on account of lack of work or lack of funds. The dismissal for cause of regular employees will be in accordance with the provisions of Section 8. Other separation procedures and reinstatement procedures are set forth below.

- A. **Separation and/or Resignation** -- An employee wishing to resign is required to notify his/her supervisor in writing at least two weeks prior to their intended leave from City employment. A copy of the written resignation will be given to the Personnel Officer and then placed in the employee's personnel file.
1. An employee who has resigned in writing may withdraw his/her resignation prior to the final date stated on the letter of resignation. The withdrawal letter will also be placed in his/her personnel file.
  2. An employee who leaves employment without so filing a written resignation and giving two (2) weeks notice, as required above, will have this fact noted in his/her file and may be denied future employment by the City.
- B. **Reinstatement** - Upon application of a former regular employee, who has properly resigned, the Personnel Officer may, at his/her sole discretion, approve reinstatement of the former employee as provided below:
1. An employee separated from the City's employ for six (6) months or less may be reinstated without competitive examination to the position held at date of separation, or to any other position within the same classification for which the employee would have been eligible at time of separation. Former regular full-time City employees returning to City service within the six (6) month period will be granted the full benefits they were receiving at time of separation as if there was no break in service.
  2. An employee separated from the City's employ for over six (6) months who is reinstated shall be treated as a new employee.
  3. The City will reinstate into the position from which he/she has been promoted any employee who fails during a promotion to which he/she has been promoted.
  4. Any employee who resigns without proper notice or resigns during an investigation or disciplinary action will not be eligible for reinstatement.
  5. An employee who is granted an authorized leave to which he or she is entitled under a federal, state or local law requiring reinstatement shall be reinstated to his/her former position as provided by law.
- C. **Layoff** - Whenever it becomes necessary to reduce the number of employees due to lack of work, economic considerations, changes in mission, technological changes, or as determined by the Personnel Officer based on other factors or when a position in the classified services is to be temporarily or permanently abolished, the Personnel Officer will notify the Human Resources Department the number of employees to be laid off or the names and number of positions to be abolished. The purpose of the procedures set forth below is to establish equitable standards to regulate such layoffs. The City's decision to reduce its work force is a management right, thus no due process or grievance procedures apply, and the decision is not subject to "meet and confer" requirements. These procedures apply only to regular employees (full or part time) and probationary employees (initial or promotional/transfer).
1. **Identification.** The Personnel Officer on the basis of the administrative needs of the City determines the departments and positions subject to layoff.
  2. **Order of layoff:**

- a. Within a classification, those employees who are probationary employees in their initial probationary period will be laid off first, followed by employees in a promotional or transfer probationary period.
  - b. The order of layoff for regular employees within a department will be determined by considering business necessity, each employee's job performance and competence, and seniority.
    - i. "Seniority" for purposes of this Section shall be determined by adding together all time spent in City service, in whatever capacity, expressed in terms of years, months, and days. The seniority calculation shall not include disciplinary time off without pay or time spent on unpaid leave (unless federal or state law requires it to be included in the seniority calculation).
    - ii. Once seniority determinations have been made, layoffs are made in reverse seniority order (i.e. the most junior employees are laid off first).
    - iii. Ties in seniority shall be resolved by the Personnel Officer, taking into account the past performance, disciplinary actions (if any), supervisor recommendations, and such other facts as will result in the City retaining the most qualified and efficient employees.
3. **Notice.** Employees shall be given at least ten (10) business days' written notice prior to the effective date of the pending layoff. A copy of the notice shall be retained in the employee's personnel file.
4. **Exclusions.** In certain instances, there may be exceptions made in the order of layoff outlined above. These exclusions would be made when:
- a. specialty position when qualifications for the position could not be easily obtained through a short orientation or familiarization period.
  - b. transfer in lieu of layoff. Within the affected department or departments, a regular employee who is scheduled for layoff may be offered a voluntary reduction in classification to a lower level job classification provided he/she meets the minimum qualifications, and/or obtain proficiency through a short orientation period.
  - c. a voluntary reduction by taking early retirement and/or "golden hand shake".
5. **Retreat rights/voluntary demotion in lieu of layoff.**
- a. An employee who would otherwise be laid off has the right to retreat to a vacant position which he or she previously held, provided the employee meets the current minimum qualifications for the position.
  - b. An employee who would otherwise be laid off has the right to retreat to another position in the same classification series or to any position the employee has previously held and for which the employee is qualified that is occupied by an employee of lesser seniority. The result is that the more senior employee "bumps" the junior employee, who then is entitled to the retreat/demotion rights set forth herein.
  - c. An employee who would otherwise be laid off may request to be temporarily demoted to any vacant position for which the employee is qualified.
  - d. An employee who wishes to exercise any of the rights set forth in this subsection 5 must so notify the Personnel Officer in writing within five (5) business days of receiving the notification of pending layoff.

- e. An employee who retreats or is demoted to a position as provided herein must serve the probationary period applicable to the new position unless the employee previously completed the probationary period in that position.
6. **Reinstatement lists.** The names of regular employees who have been laid off, including those who have accepted a demotion or retreated to another position are to be placed on a layoff reinstatement list by seniority within the classification from which the employees were laid off. An employee's name remains on this list for a period of one (1) year from date of layoff; an employee's name may be removed for any of the following reasons:
  - a. Reappointment of the employee to his/her former classification
  - b. Notification from employee that he/she is no longer interested in returning to the City.
  - c. Inability to contact the employee by mail or phone at the employee's last known address in the employee's official personnel file.
  - d. Rejection by the employee of an offer of employment within the same job classification. Failure to respond within five (5) business days of the offer shall be deemed a rejection.
7. **Offer of reinstatement.** If the position previously held by a laid off employee becomes vacant, or if another position within the same classification series becomes vacant, then the employee with the most seniority on applicable reinstatement list shall be offered the vacant position.
8. **Restoration of benefits upon reinstatement.** When an employee is reinstated to employment after layoff, all his or her prior service shall be counted toward the calculation of leave accruals and seniority. Any unused sick leave which the employee had accrued at the time of layoff shall be restored. If an employee is reinstated to a position in which he or she was serving a probationary period at the time of layoff, all time on probation previously completed prior to layoff shall be counted toward determining when the probationary period ends.

#### **SECTION 7 - INCOMPATIBLE ACTIVITY/CONFLICTS OF INTEREST**

- A. **Incompatible Activity** - Certain activities are incompatible with ethical, effective employment with the City. All City employees are prohibited from:
1. Participating in improper political activity prohibited by the federal Hatch Act or pertinent provisions of State Law including the California Government Code;
  2. Using for private gain or advantage the influence of a City position or the facilities, equipment and supplies of the City;
  3. Soliciting any favors or gifts from persons, concerns or corporations who have, or seek to have, business contacts with the City;
  4. Accepting any favors or gifts from persons, concerns or corporations who have, or seek to have, business contacts with the City in excess of the Conflict of Interest guidelines established in the Rohnert Park Municipal Code Chapter 2.60;
  5. Divulging confidential information to anyone to whom issuance of such information has not been authorized; or
  6. Participating in any employment or other activity, which will prevent an employee from doing his/her City job in an efficient and capable manner, is illegal pursuant to state or federal law, or which might

result in a conflict of interest between the employee's private interests and his/her official duties and responsibilities.

B. **Outside Employment** - City employees are expected to work for the City's best interests and to devote their best energies and skills to their positions. For this reason, City employees are prohibited from accepting outside employment that could conflict with the best interests of the City or interfere with the employee's ability to perform his or her City position. Examples of such prohibited outside employment include, but are not limited to:

1. jobs/business conducted during the employee's work hours with the City;
2. jobs/business that prevent the employee from being available for necessary overtime or emergency work period outside his or her normal working hours when such overtime or emergency duty is a regular part of his or her job;
3. business conducted using City facilities, resources or equipment (including telephones, computers, supplies, etc.)

### **SECTION 8 - DISCIPLINARY ACTION**

City employees are expected to meet certain standards of job performance, interpersonal interaction, and conduct. The City may discipline any employee whose conduct or performance fails to meet reasonable City standards, i.e. for cause. Discipline may be imposed for a single incident or for a pattern of conduct. The specific discipline imposed is intended to focus the attention of the employee on the performance or conduct problem and, except in cases of discharge, to encourage changes in behavior.

Disciplinary actions include but are not limited to: counseling, oral reprimand, written reprimand, reduction in pay, suspension without pay, reassignment, demotion, and discharge. Although the City generally applies the concept of "progressive discipline," discipline may include any one or any combination of actions, and the actions need not necessarily be applied in a defined order. Instead, the discipline imposed will be determined according to the severity of the infraction(s), regardless of whether prior discipline has been imposed.

Only regular employees who have successfully completed their probationary period have the right to a hearing and appeal as described in this section. An employee not covered by this Section may be disciplined without reference to these provisions; such an employee has no protected property interest in his or her employment.

A. **Causes for Disciplinary Action** - Any regular employee may be disciplined for "good cause". Good cause is defined as reasons including, but not limited to, the following:

1. Fraud in securing employment;
2. Incompetence or inefficiency;
3. Failure to maintain required licenses, credentials, certificates or other conditions for employment as specified in assigned classification;
4. Insubordination;
5. Dishonesty;
6. Neglect of duty, or inattention to/derelection of duties;
7. Violation of City or Department rules and regulations, policies, procedures or general orders, whether oral or written;

8. Disclosure of confidential personal information of another employee;
  9. Negligent or willful damage to or waste of public equipment, property or supplies;
  10. Improper or unauthorized use of City vehicles or equipment;
  11. Misappropriation, theft, or embezzlement of City property and/or funds;
  12. Unlawful harassment or discrimination, or the failure to cooperate with the investigation of harassment, discrimination or other unlawful activities;
  13. Possession of an open container, use of, or being under the influence of alcohol, non-prescription or unauthorized narcotics or controlled substances during work hours;
  14. Excessive tardiness or absences, except in the case of approved leave;
  15. Absence without leave, not returning from an approved leave-of-absence or obtaining a leave-of-absence under false pretense;
  16. Soliciting any favors or gifts from persons, concerns or corporations who have, or seek to have, business contacts with the City;
  17. Accepting any favors or gifts from persons, concerns or corporations who have, or seek to have, business contacts with the City in excess of the Conflict of Interest guidelines established in the Rohnert Park Municipal Code Chapter 2.60;
  18. Failure to observe safety regulations and practices, including the use of assigned personal protective equipment;
  19. Discourteous, unprofessional or abusive treatment of the public or other employees;
  20. Use of abusive language;
  21. Actual or threatened physical violence;
  22. Conviction (including by plea of guilty or nolo contendere) of a felony or any crime involving moral turpitude;
  23. Conviction of a misdemeanor (including by plea of guilty or nolo contendere) that is of a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his or her position.
- B. **Minor Discipline.** – All supervisors are authorized to implement minor disciplinary measures. Minor disciplinary actions are not subject to appeal. Examples of minor discipline include the following:
1. **Oral reprimand.** An oral admonition to an employee whose conduct or performance must be improved and which details the areas for improvement, the degree of improvement required, and a notice that failure to improve could result in more serious disciplinary action. Oral reprimands are noted by the supervisor, but are not documented in the employee's personnel file.
  2. **Documented counseling.** A written memorandum showing that the supervisor has met with the employee to discuss a specific problem(s) or deficiency and which sets forth the recommendations given to the employee to address the problem(s) or deficiency in order to improve performance. Although a copy may be sent to the employee's personnel file, documented counseling memoranda are typically maintained in the supervisor's file until they are included by notation in the employee's formal performance evaluations.



3. **Written reprimand.** A formal written notice to an employee stating the specific details concerning the subject of the reprimand, summarizing previous related disciplinary action, if any, and describing the plan for improvement. A written reprimand shall include the date of the reprimand and a statement advising the employee that continued conduct or performance at such levels may result in more serious discipline, up to and including discharge. At the time a written reprimand is issued, the employee is entitled to bring a representative of his or her choice. The employee shall review the reprimand and sign it and then shall be given a copy of it. Written reprimands are not subject to appeal, although an employee has three (3) working days following the date of a reprimand to submit his or her own rebuttal comments, which shall accompany the reprimand in the employee's personnel file.
  4. **Removal of minor discipline records.** At the request of the employee, records of minor discipline will be removed from the employee's personnel file three (3) years after the date of the written reprimand or documented counseling. Records will be removed provided the employee has received satisfactory performance reviews in the subsequent three (3) year period from date of the written reprimand/documenting counseling and no further discipline has been initiated. The employee shall initiate the request to remove records of minor discipline through his or her Department Head. The employee's Department Head shall coordinate this request through Human Resources to ensure the appropriate criteria has been met to remove the records. Nothing in this section is intended to prevent documentation of progressive discipline.
- C. **Major Discipline** - Major discipline may only be implemented by Department Heads. Types of major discipline include the following:
1. **Suspension.** The temporary removal of an employee from the City service without pay for one (1) or more working days. "Working days" shall be determined by reference to the affected employee's normal work schedule.
  2. **Merit decrease.** A pay step reduction where performance falls short of the normal standards or where performance is clearly inadequate in one or more critical job duties.
  3. **Demotion.** The removal of an employee from one position and reassignment to one of lower grade or classification.
  4. **Discharge.** The removal of an employee from City service when it has been determined the employee has been given a reasonable opportunity to conform his or her conduct to required behavior or performance standards and has failed to do so, or where an employee has committed one or more serious offenses for which no other disciplinary measure is appropriate.
- D. **Disciplinary Process** - Major Discipline. Any imposition of major discipline must follow the procedures set forth below.
1. **Notice.** A written Notice of Intent to Discipline ("Notice of Intent") shall be prepared by the Department Head in consultation with the Human Resources Department. The Notice of Intent shall state:
    - a. The specific type of disciplinary action proposed;
    - b. The effective date of the action;
    - c. The specific reason(s) or cause(s) for the actions;
    - d. A copy of all written materials upon which the action is based, and
    - e. Notice that, prior to the imposition of the major discipline, the employee has the right to respond orally or in writing at an informal hearing to explain why the employee believes the proposed

major discipline should not be imposed. A request for such a hearing must be submitted in writing within ten (10) working days of receipt of the Notice of Intent.

2. **Informal hearing (i.e. Skelly hearing).** At the employee's request, an informal hearing will be held prior to the imposition of major discipline. This hearing is not an evidentiary hearing, but rather an opportunity for the employee to present information as to why the proposed major discipline should not be imposed. Except by stipulation of the City and the employee, the hearing shall take place within ten working (10) days of the employee's request for hearing, and it may be rescheduled only once at the employee's request. The following parameters apply to the informal hearing:
  - a. The hearing shall be conducted by a responsible person designated by the Personnel Officer.
  - b. The hearing shall include the employee, the employee's chosen representative(s) -(reasonable number), and others as directed by the hearing officer. Absent extenuating circumstances, the employee's failure to appear waives his or her right to such a hearing.
  - c. The hearing shall be tape recorded or stenographically recorded, and a copy of the tape recording or transcript shall be provided to the employee upon request.
  - d. At the hearing, the employee shall be given an opportunity, either orally or in writing, or both, to bring forward facts or circumstances which may cause the charges to be revised or dismissed. If the employee's information is presented by his or her representative, all statements made by the representative shall be attributed to the employee as if made by him or her personally, and it is the employee's obligation to correct any misstatement(s) by the representative.
  - e. Following the hearing, the hearing officer will make a written recommendation to the Department Head who issued the Notice of Intent as to whether the proposed discipline should be imposed, modified, reduced or dismissed.
3. **Notice of discipline.** Following the informal hearing, if requested, the same Department Head who issued the Notice of Intent shall consider the hearing officer's recommendation to determine how to proceed. If he or she decides to dismiss the proposed discipline, written notice of the dismissal shall be provided to the employee as soon as practicable. If the decision is to impose discipline either as proposed or in some modified or reduced form, a written Notice of Discipline shall be prepared. The Notice of Discipline shall state:
  - a. The specific type of disciplinary action that will be imposed;
  - b. The specific reason(s) or cause(s) for the actions, setting forth specific facts that form the basis for the decision;
  - c. The effective date of the action; and
  - d. The applicable appeal rights available to the employee pursuant to these Personnel Rules.

Disciplinary action becomes effective on the date stated in the Notice of Disciplinary Action, notwithstanding an employee's timely request for an evidentiary hearing before the Personnel Officer.

- E. **Appeal from Major Discipline** - Any employee on whom major discipline has been imposed shall be entitled to an appeal hearing as set forth below.
1. **Timing.** An employee wishing to exercise the appeal rights provided in this Section must deliver a written Notice of Appeal to the Personnel Officer within ten (10) working days after the date of the Notice of Discipline.

2. **Employee representation.** Employees may represent themselves or be represented by legal counsel or representative(s) of the employee's recognized employee organization.
3. **Evidentiary hearing.** An evidentiary hearing before a neutral hearing officer shall be arranged for by the Assistant City Manager or his/her designee and shall, absent extenuating circumstances, be held within thirty (30) working days of the receiving the Notice of Appeal. The hearing shall be closed and confidential. Prior to the hearing, the Assistant City Manager or his/her designee shall supply the hearing officer with (1) the Notice of Intent and any attachments, (2) the Skelly hearing officer's written recommendation, and (3) the Notice of Discipline and any attachments. Other hearing procedures are as follows:
  - a. The employee's presence is required. Failure to appear at the appeal hearing unless physically unable to do so shall be deemed a withdrawal of the appeal and a waiver of any further right of administrative appeal.
  - b. The hearing shall be stenographically recorded.
  - c. Any and all witnesses other than the City's representative shall be excluded from the proceeding until called to testify, except as mutually agreed to by the employee and the City's representative.
  - d. Order of hearing shall be:
    - i. The City's representative, followed by the employee, may make preliminary opening statements.
    - ii. The City's representative may present oral or documentary evidence, or both, in support of the City's position; the employee may cross-examine all witnesses called by the City.
    - iii. The employee may present oral or documentary evidence, or both, in support of the employee's position; the City's representative may cross-examine all witnesses called by the employee.
    - iv. The City's representative, followed by the employee, may make a closing statement.
  - e. The hearing shall be conducted in an efficient manner conducive to determining the issues, however, the technical rules of evidence do not apply. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to relying in the conduct of serious affairs. Oral evidence shall be taken only upon oath or affirmation. Hearsay evidence may be used for various purposes; however, hearsay standing alone and properly objected to shall not be competent to prove a charge. Irrelevant and unduly repetitious evidence may be excluded, as shall evidence that would violate other employees' rights to privacy and confidentiality of their personal information. The hearing officer (with advice of appointed counsel, if necessary) shall rule on any objections made to the admissibility of evidence or otherwise relating to the conduct of the hearing.
  - f. Following the conclusion of the hearing, the hearing officer shall prepare written findings and recommendations and provide them to the City Manager. The hearing officer may recommend changes to the proposed discipline. However, if the hearing officer finds that the underlying facts giving rise to the charge(s) are proved by a preponderance of the evidence, the hearing officer may not recommend a reduction in discipline if reasonable minds could differ as to the proper level of discipline. If the hearing officer recommends a reduction in discipline, he or she must make a specific finding that reasonable minds could not differ as to the appropriate level of discipline and set forth the facts upon which he or she based such finding. If the hearing officer finds that none of the charges are supported by the evidence presented, the recommendation shall be that no disciplinary action be taken.

4. **City Manager's Determination.** The hearing officer's findings and recommendations shall be forwarded to the City Manager for his or her review. The City Manager will follow the recommendations of the hearing officer unless he or she can show cause that the hearing officer abused his or her discretion.
  - a. The City Manager shall review the entire record (including the Notice of Intent, the record of Skelly proceedings, the Skelly officer's written recommendation, the Notice of Discipline, the evidence and record at the evidentiary hearing, and the appeal hearing officer's written findings and recommendations).
  - b. The City Manager shall issue a decision imposing the disciplinary action he or she deems appropriate and in the best interests of the City.
  - c. The City Manager's decision shall be in writing and shall be final. It shall include a copy of the appeal, hearing officer's findings and recommendations and shall be filed as a permanent record in the employee's personnel file.
  - d. Notice of the City Manager's decision, along with a copy of both the City Manager's decision and the appeal hearing officer's findings and recommendations, shall be served on the employee by personal service or by registered or certified mail. The notice shall also include a statement of the employee's right to seek judicial review within 90 days pursuant to Code of Civil Procedure 1094.6.
- F. **Use of paid administrative leave.** Nothing in this Section is intended to abrogate the City's right to place an employee on paid administrative leave during the investigation of circumstances that could lead to the imposition of discipline or for any other reason that is in the City's best interests.
- G. **Disciplinary Action for specific employees of the Department of Public Safety.**

Under California Government Code Section 3300, the State of California enacted the Public Safety Officers' Procedural Bill of Rights (POBRA). As defined under California Government Code Section 3301, the positions within the City that are covered by the POBRA are the following: Public Safety Officer Trainee, Public Safety Officer, Public Safety Sergeant, Public Safety Supervisor (LT), Public Safety Division Commander, and Director of Public Safety. It shall be the policy of the City to extend these same rights and privileges to all non-safety members of the Rohnert Park Public Safety Officers' Association, except those that by their very nature could only apply to peace officers and/or firefighters. All subsequent revisions to California Code sections 3300 et seq and Court interpretations of these statutes shall also be binding on the City with respect to non-safety members of the Rohnert Park Public Safety Officers' Association.

For safety and non-safety employees alike, the phrase "locker, or other space for storage that may be assigned to him" as used in Government Code Section 3309 shall include, but is not limited to, a Public Safety employee's assigned City vehicle and/or the enclosed spaces of an employee's assigned desk or office area. Nothing in this section shall preclude the City from temporarily re-assigning a departmental asset to meet a necessary operational requirement.

## GLOSSARY – DEFINITION OF TERMS

**ADMINISTRATIVE LEAVE** – Absence with full pay and benefits, ordered by a Department Head or the City Manager, when the City's interests require the employee to be away from the job.

**ANNIVERSARY DATE** – The date, which signifies the completion of each year of service by a regular employee in a position and/or the date an employee starts his/her probationary period for either original, promotional, or change in classification appointments.

**APPLICANT** – A person who has successfully completed and submitted an employment application for a position for which the City is currently recruiting.

**APPOINTMENT** – The selection of, and acceptance by, an applicant to a position in the City service in accordance with these rules.

**AVERAGE SCORE** - Means the combined average of all-relevant, converted, and weighted scores obtained by a candidate for a given classification or position title.

**CALENDAR DAYS** – Consecutive days within a specific time frame and shall include weekends and holidays.

**CANDIDATE** - An applicant for City employment who meets the minimum qualifications of the position applying for and has been selected to begin the testing process or a person on an eligibility list.

**CFRA** - California Family Rights Act, state law established in 1993, and is administered by the California Department of Fair Employment and Housing.

**CITY COUNCIL** – The duly elected governing body of the city.

**CITY MANAGER** – The individual appointed by the City Council to manage all City operations, departments, policies and rules.

**CITY SERVICE** - The entire employment system of the City.

**CLASSIFICATION** - A group of positions sufficiently similar in respect to duties and responsibilities, that the same descriptive classification title may be used to designate each position allocated to that class. The same minimum qualifications may be required of incumbents of positions in the class, and the same examinations may be used to choose qualified employees.

**CLASSIFICATION SERIES** – A group of classifications sharing similar functions but differing as to level of complexity, difficulty and responsibility.

**CLOSE RELATIVE** - Relative shall mean spouse, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, child (including stepchildren), stepparents, aunts, uncles, grandparents, grandparent-in-law, grandchildren and relationships in loco-parentis and close personal relationships, with the approval of the City Manager or his/her designee.

**COMPENSATION** – Any salary, fee, or allowance paid to an employee for performing the duties and exercising the responsibilities of a position.

**DISCIPLINARY ACTIONS** – Actions taken with the objective of obtaining employee compliance with rules, orders, procedures, standards of conduct and/or expected job performance when non-disciplinary corrective actions do not achieve compliance, or a particular event is serious enough to warrant disciplinary action on its own.

**DOMESTIC PARTNER** – Two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. To be eligible both parties must file a Declaration of Domestic Partnership with the California Secretary of State.

**ELIGIBLE** – A person whose name is on an employment list.

**ELIGIBILITY LIST** – A list that contains the names of qualified candidates, for a specific classification, who have completed all examination processes and are ranked, in order of the score or rating received.

**EMPLOYEE** - Any person appointed to fill an authorized employment position in the City service. Elected officials, volunteers, unpaid interns, and those appointed to advisory boards, committees, and commissions are not employees. The categories of employees are:

**Regular:** A regular employee is one who has passed probation and holds a regularly authorized position with benefits. Regular employees may only be disciplined for cause. There are 3 types of regular employees:

1. **Regular full-time:** a person who holds a budgeted (40) forty-hour per week position, with duties and responsibilities that do not end in a specific time period, and who is entitled to full benefits with the City pursuant to the applicable Memorandum of Agreement or applicable Outline of Benefits for the Management and Confidential Units.
2. **Regular part-time:** a person who holds a budgeted position, with duties and responsibilities that do not end in a specific time period, works for a specific number of hours, as defined, and fills out a timecard, receives a salary and benefit package, proportioned to their agreed fixed work ratios (20 hours per week receives 50% benefits; 30 hours per week receives 75% benefits).
3. **Specially-funded:** a person who works in a regular full- or part-time position funded by sources other than City revenues (e.g., federal or state grants).

**Probationary:** A probationary employee is someone in a regular full- or part-time position who is serving a trial period as provided in Sections 4 and 5.

**Special:** A special employee is one hired for a special purpose to meet the needs of the City. Special employees include:

1. **Provisional employees** – i.e. an employee who meets the minimum qualifications for a position and who is appointed on an interim basis until the vacancy can be filled.
2. **Seasonal employees** – A temporary employee appointed to positions of limited duration of not more than six (6) months within a twelve (12) month period. Seasonal employees do not participate in the City's benefit programs.
3. **Emergency employees** – employees hired to meet the requirements of a declared emergency which threatens life, property, or the general welfare of the City and whose position ceases when the emergency ceases.

Probationary and Special Employees may be dismissed from such positions or disciplined with or without cause.

**ENTRY LEVEL** – The initial position in a class series.

**EXAMINATION** – The process utilized to evaluate the relative skills and knowledge of an applicant for prospective employment or current employee who has applied for a change in classification and/or promotion.

Techniques utilized may consist of, but not limited to any of the following: traditional paper and pencil tests, performance tests, skills test, or oral assessment.

**EXEMPT** – An employee in a specific classification who, according to the Fair Labor Standards Act (FLSA) is exempt from the City's overtime policies and is compensated for overtime through Administrative Leave, accumulated per specifications outlined in the MOA's and/or Outline of Benefits for the Management and Confidential Units.

**FAMILY AND MEDICAL LEAVE POLICY** – Provides for employee leave during times of illness or family emergencies. In compliance with California Family Rights Act and Federal Family Medical Leave Act.

**FMLA** – Family Medical Leave Act, federal law established in 1993 and administered by the Department of Labor.

**GRIEVANCE** – A complaint by an employee relating to wages, hours, and working conditions. Disciplinary action cannot be grieved.

**LEAVE-OF-ABSENCE WITHOUT PAY** – Time away from work, which the employee has requested, and the City Manager or his designee has approved, for which the employee is not paid and has the right to return to the same position held before the leave was granted.

**MEMORANDUM OF AGREEMENT (MOA)** - A binding agreement on wages, hours, benefits, and other conditions of employment for designated classes between the bargaining units and the City that have been adopted by the City Council.

**NOLO CONTENDERE** - Latin for "no contest." In a criminal proceeding, a defendant may enter a plea of nolo contendere, in which he does not accept or deny responsibility for the charges but agrees to accept punishment.

**NON-EXEMPT** – An employee in specific classifications who, according to the Fair Labor Standards Act (FLSA) is to receive overtime pay at 1 ½ times normal pay for hours worked over 8, 9, 10 in a 24 hr. period and/or any hours worked over 40 hours in a 7 day period, as outlined in the MOA's and/or Outline of Benefits for the Management and Confidential Units.

**PDL** – Pregnancy Disability Leave, California law established in 1994, and administered by the California Department of Fair Employment and Housing.

**PERSONNEL OFFICER** – Is the City Manager, and is responsible for the administration of all Personnel Rules. Throughout these Personnel Rules, the term "Personnel Officer" denotes the City Manager or his or her designee.

**POSITION** – A specific office or employment provided by the budget, whether occupied or vacant, calling for the performance of certain duties. Positions may be regular full-time, regular part-time, seasonal, hourly, and/or temporary.

**PROBATIONARY PERIOD** – A working test period during which an employee is required to demonstrate fitness for the position to which appointed by actual performance in the position.

**PROMOTION** – The movement of a qualified employee from one class to another class with a higher maximum rate of pay and greater job responsibilities.

**REINSTATEMENT** - The re-employment of an employee who has regular or probationary status in a class, who has been laid off, is returning from an approved leave requiring reinstatement, or who has resigned in good standing and who is entitled to preference in appointment to vacancies in that class.

**RPEA** – Rohnert Park Employees' Association. The labor bargaining and representation unit for administrative, technical and support employees.

**RPPSOA** – Rohnert Park Public Safety Officers' Association. The labor bargaining and representation unit for Public Safety Sergeants, Public Safety Officers, Public Safety Dispatchers, Communications Supervisor, Community Services Officers, Part-Time Dispatchers, and Public Safety Officer Trainees.

**RULES** - The Personnel Rules and Regulations of the City of Rohnert Park as contained in this document.

**SALARY** – A regular employee's base pay as approved by the City Council in the classification and salary plan i.e. pay rates and ranges, computed on a monthly basis.

**SALARY RANGES** – The rate(s) assigned to a classification in the pay rates and ranges.

**SEIU** – Service Employees International Union Local 707. The labor bargaining and representation unit for certain City employees in the Department of Public Works.

**TEMPORARY APPOINTMENT** - An appointment of limited duration in the absence of available eligible employees or applicants.

**TERMINATION** - The ending of any employment relationship between an employee and the City.

**TRANSFER** - A change of an employee from one position to another position in the same class or another class having essentially the maximum salary limits, and involving the performance of similar duties.

**WORKDAY** - Is a twenty-four (24) hour period beginning at the same time each calendar day.

**WORKWEEK** - Means any forty (40) hour period within seven (7) consecutive days starting with the same calendar day each week.

#### **RESOLUTIONS EFFECTING PERSONNEL POLICY**

- RESO 79-22 -- EMPLOYEE GRIEVANCE PROCEDURE
- RESO 92-78 -- EQUAL OPPORTUNITY EMPLOYER
- RESO 92-79 -- POLICY AGAINST DISCRIMINATION BASED ON DISABILITY – ADA
- RESO 93-38 -- AGAINST HARASSMENT
- RESO 99-01 -- ELECTRONIC MEDIA USE
- RESO 91-192 -- ANTI-DRUG POLICY
- RESO 87-117 -- DEPENDENT CARE ASSISTANCE PROGRAM
- RESO 00-10 -- EMPLOYEE COMPUTER PURCHASE PROGRAM (PERMANENT AS OF 2004)
- RESO 03-71 -- PROVIDING FOR CONTINUATION OF SALARY AND BENEFITS FOR ELIGIBLE CITY EMPLOYEES CALLED TO ACTIVE MILITARY DUTY OR TRAINING
- RESO 03-235 -- OUTLINE OF THE CITY'S COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996