



# Employee Handbook

Revised June 11, 2019  
Approved by Resolution XX-XX-XX



City of Ione  
Employee Handbook  
Table of Contents

Chapter	Page
1. <u>Introduction</u>	7
Integration Clause and Right to Revise	7
Designation of Personnel Officer	8
2. <u>Open Door Policy</u>	8
3. <u>Grievance Procedures – Internal Complaint Review</u>	9
A. Purpose of Grievance Process	9
B. Grievance Defined	9
C. Exclusions to Grievance Procedure	9
D. Filing a Formal Grievance	10
E. Grievance Limitations, Adherence to Deadlines and Joint Hearings	10
F. Employee Time Off Work	10
G. Grievance Processing and Appeals	11
H. Mediation	12
I. Non-Binding Arbitration	12
4. <u>Equal Employment Policy</u>	14
5. <u>Anti-Harassment and Anti-Discrimination Policy</u>	15
Filing of Complaint	16
6. <u>Job Descriptions</u>	17
7. <u>Classification of Employees</u>	18
Classification	18
8. <u>Probationary Period</u>	19
A. Length of Probationary Period	19
B. Performance Evaluations	19
C. Notification Requirements	20
D. Rejection of Probationary Employee – Original Appointment	20

	E. Rejection of Probationary Employee - Promotional Appointment	20
9.	<b><u>Employee Performance Evaluation</u></b>	20
10.	<b><u>Termination, Employee Improvement, Discipline, and Resignation</u></b>	21
	A. Purpose and Standards	21
	B. Progressive Discipline Procedure	22
	C. Disciplinary Appeals	24
	D. Mediation	25
	E. Definitions	26
	F. Voluntary Termination	27
	G. Involuntary Termination	27
	H. Termination due to Reorganization, Economics, or Lack of Work	29
	I. Attendance	30
	J. Expected Conduct and Performance Improvement	30
	K. Exit Interview	30
11.	<b><u>Hours of Work, Overtime, CTO, On Call Pay and Payday</u></b>	31
	A. Definitions	31
	B. Hours of Work	32
	C. Overtime Procedure (Nonexempt Employee Only)	33
	D. CTO in Lieu of Payment for Overtime	33
	E. Standby Time	34
	F. Effect of Sick Leave, Vacation Time and CTO on Overtime	34
	G. Payday	34
12.	<b><u>Employee Travel and Reimbursement</u></b>	35
	A. Transportation	35
	B. Lodging	36
	C. Meals	36
	D. Other	37
13.	<b><u>Employee Benefits</u></b>	37
14.	<b><u>Paid Leave</u></b>	37
	A. Vacation Leave	37
	B. Administrative Leave	38
15.	<b><u>Holidays</u></b>	39
	A. Fixed Holiday Schedule	39

	B. Paid Floating Holidays _____	39
	C. Holiday Pay _____	40
	D. Procedure _____	40
	E. Eligibility _____	41
16.	<b><u>Sick Leave</u></b> _____	41
	A. Sick Leave Accrual Rates _____	42
	B. Maximum Sick Leave Accrual _____	42
	C. Use of Sick Leave _____	43
	D. Employees Without Accrued Sick Leave, Compensatory Time Off, or Vacation Leave _____	43
	E. General _____	43
	F. Unused Sick Leave Retirement Conversion _____	44
17.	<b><u>Leave Without Pay</u></b> _____	44
	A. Benefits _____	44
18.	<b><u>Bereavement Leave</u></b> _____	45
19.	<b><u>Jury Duty and Witness Leave</u></b> _____	45
20.	<b><u>School Activities Leave</u></b> _____	46
21.	<b><u>FMLA/CFRA</u></b> _____	46
	A. Policy _____	46
	B. FMLA/CFRA Eligibility _____	47
22.	<b><u>Military Leave</u></b> _____	47
	A. Procedure _____	47
23.	<b><u>Americans with Disabilities Act (ADA)</u></b> _____	49
	A. Procedure _____	49
24.	<b><u>Workplace Violence</u></b> _____	51
	A. Background _____	51
	B. Reporting _____	51
	C. Investigation _____	51
	D. Corrective Action and Discipline _____	51
25.	<b><u>Personnel Records</u></b> _____	53
	A. Inspection _____	53
	B. Medical, Proof of Right to Work, Certain Types of Discipline Files _____	53



26.	<u>Dress and Grooming Standards</u>	53
27.	<u>Anti-Nepotism</u>	54
28.	<u>Safety Policy</u>	55
	A. Employee Responsibility	55
29.	<u>City Property; Confidential, and Propriety Information</u>	55
	A. Propriety and Confidential Information	55
	B. Procedure	55
	C. Classified Information	56
	D. Obligation on Termination of Employment	56
	E. Public Records Act Requests	56
30.	<u>Non-Fraternization</u>	56
31.	<u>Conflicts of Interest</u>	56
	A. Conflicts	57
	B. Conflicts to Avoid	57
	C. Disclosure	57
	D. Discipline	58
32.	<u>Awards and Recognition</u>	58
33.	<u>Vehicles &amp; Motorized Equipment Policy</u>	58
34.	<u>Internet, E-Mail, &amp; Electronic Communications Policy</u>	58
	A. Records Management	59
	B. Storage of Email	60
	C. User Guidelines	60
35.	<u>City Credit Card Policy</u>	62
36.	<u>Education Assistance Policy</u>	63
	A. Eligibility	64
	B. Application Process	64
	C. Reimbursement Process	64
37.	<u>Smoking/Tobacco Use</u>	65
38.	<u>Drug and Alcohol Abuse</u>	65
39.	<u>Solicitation, Distribution, and Bulletin Boards</u>	66

A. Personal Sales	66
B. City Bulletin Boards	66
C. News Media	66
40. <u>Employee Recruitment</u>	67
Appendix "A"- Vehicles and Motorized Equipment Policy	68
Appendix "B"- Drug Free Workplace	76
Appendix "C"- Recruitment Policy	86
Appendix "D"- Employee Benefits	88
A. Medical Insurance Program	88
B. Dental and Vision Insurance Programs	88
C. Retiree Medical Insurance	89
D. Term Life Insurance	91
E. Long & Short-Term Disability Insurance	91
F. Employee Assistance Program	91
G. Compliance with CalPERS Regulations	92
H. Pension Plans for Current Employees	92
I. Pension Plan Cost Sharing	93

Chapter Name	1. Introduction
--------------	-----------------

Welcome! We are pleased and excited to have you join the City of Ione and hope you will find your experience to be rewarding.

The "Castle City," Ione offers the perfect blend of small town charm and quality living. Its quaint character and convenient location just 30 miles south east of Sacramento make it the perfect place to work, live, and play. Incorporated in 1953 and located in Amador County, the Town comprises 4.7 square miles with a population of approximately 7,703. Ione is known for its small-town atmosphere and its outstanding quality of life. As City employees, we are the stewards of this beautiful place.

Our City has been built on a foundation of integrity, innovation, and the pursuit of excellence in everything we do. As an employee of the City, we expect you to:

- Initiate and innovate. Look for opportunities to add value by discovering better ways of doing things and helping your coworkers.
- Communicate and collaborate. Express your ideas with your coworkers and your manager and work together to achieve more than you can alone.
- Own your position. Strive to become an expert in what you do, take responsibility for your actions, and perform your essential job functions under a minimal amount of direction.

Our employees, and the passion and dedication that they bring with them each day, are really what make the City a great place to work. Every employee contributes to our success, and it is with that in mind that we encourage open dialogue between employees and managers.

Integration Clause and Right to Revise
--

This policy manual is intended to help employees get acquainted with City personnel policies. It explains some of our philosophies and beliefs, and describes, in general terms, some of our employment guidelines. Employees should understand that the policy manual is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the City or its employees. This policy manual supersedes and replaces all previous personnel policies, practices, resolutions and guidelines. Any inconsistent policy statements or memoranda are superseded. If any conflict exists between this policy manual and the current Memorandum of Understanding (M.O.U.), the current M.O.U. will be followed by, and as it applies to, all bargaining unit employees. Departments can establish internal policies and procedures so long as they are not in conflict with this manual.

This document incorporates by reference Ione Municipal Code chapter 2.16 - Employer-Employee Relations and where this document differs from that chapter, this document shall be the controlling document.

To obtain information regarding specific employment policies or procedures, whether or not they are referred to in this handbook, employees should contact a designated

Personnel Officer. Because the City is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this policy manual, or the policies and procedures on which they may be based, at any time, after consultation with the appropriate bargaining groups.

No individual other than the City Manager of the City of Lone has authority to enter into any agreement for employment other than at will; only the City Manager has the authority to make any such agreement and then only in writing signed by the City Manager of the City of Lone upon approval by the City Council.

This policy manual is the property of the City, and is intended for personal use and reference by employees of the City.

Some subjects described in this handbook are covered in detail in official policy documents. Refer to these documents for specific information because the handbook only briefly summarizes those guidelines and benefits.

Employees will be required to sign a memo stating that he/she has received a copy of this Employee Handbook. This will provide the City a record that each employee has received the policy manual.

	Designation of Personnel Officer
--	----------------------------------

There shall be one designated personnel officer for the City who will be appointed by the City Manager.

<b>Chapter Name</b>	<b>2. Open Door Policy</b>
---------------------	----------------------------

The City has an open door policy that encourages employee participation in decisions affecting them and their daily professional responsibilities. Employees are encouraged to raise their work-related concerns with their immediate supervisor, Personnel Officer, or with a supervisor or other management personnel of their choice, as soon as possible after the events that caused the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. The City believes that employee concerns are best addressed through this type of informal and open communication.

Although the City cannot guarantee that in each instance the employee will be satisfied with the result, the City will attempt in each instance to explain the result to the employee if the employee is not satisfied.

The City will attempt to keep all expressions of concern, the results of investigations, and the terms of the resolution confidential. In the course of investigation and resolving the matter some dissemination of information to others may be appropriate. An employee who concludes that their work-related concern should be brought to the attention of the City by

a written complaint, may write a memorandum to their supervisor, Department Head, Personnel Officer, or to the City Manager. (See Internal Complaint Review, Chapter 3.)

<b>Chapter Name</b>	<b>3. Grievance Procedures - Internal Complaint Review</b>
---------------------	--

<b>A.</b>	<b>Purpose of Grievance Process</b>
-----------	-------------------------------------

The purpose of the Grievance Process is to:

- Establish orderly procedures that provide a method of communication between
- employees and management concerning matters which may be subject to grievance;
- Provide that the grievance procedure shall be as informal as possible; and
- Provide that grievances shall be settled as promptly as possible and at the lowest possible level of the procedure.

Nothing in these procedures shall be construed to prevent discussion or meetings between parties at any time to clarify the facts in order to conclude any matter as promptly as possible. Employees are strongly encouraged by both parties to this MOU to meet with their immediate supervisor to discuss the issue that they are concerned about prior to filing a formal grievance. A grievant may terminate a grievance at any time by giving written notice to the other party of such termination.

<b>B.</b>	<b>Grievance Defined</b>
-----------	--------------------------

For the purpose of this Chapter, a "Grievance" shall be defined as a dispute concerning the interpretation or application of any ordinance, or any rule or regulation of the City or the Department governing personnel practices or working conditions, or the practical Consequences of a City's rights", decision on wages, hours, and other terms and conditions of employment, or the interpretation or application of any of the provisions of the employment or applicable Memorandum of Understanding.

<b>C.</b>	<b>Exclusions to Grievance Procedure</b>
-----------	--

The procedures set forth herein shall not apply in matters where other methods of dispute resolution have been specifically provided for in State or Federal law, such as, but not limited to, appeals of worker's compensation claims, claims made pursuant to the Fair Labor Standards Act (FLSA); unemployment insurance claims; or claims of employment discrimination based upon race, religious creed, sex, color, physical handicap, medical condition, age, national origin, political affiliation or marital status for which a remedy is provided by the California Fair Employment and Practices Act (Cal.Gov. Code Sec. 12900 et seq.), or Title VII (42 United States Code 2000e et seq.). In addition, the interpretation or application of those provisions of any Memorandum of Understanding, ordinances or resolutions which specifically provide that the decision of any City official shall be final or shall be rendered at the City official's sole discretion shall not be subject to the grievance procedure.

<b>D.</b>	<b>Filing a Formal Grievance</b>
-----------	----------------------------------

Any grievance filed shall be in writing and include the following information:

- The specific provision of any MOU or City rule, regulation, ordinance, practice or policy alleged to have been misapplied, misinterpreted, or violated;
- The facts pertinent to the grievance, including the names, dates, places, and incidents necessary for an understanding of the grievance;
- The alleged adverse effect upon the grievant(s) resulting from said alleged misapplication, misinterpretation or violation, and
- The remedy for such alleged adverse effect sought by the grievant

<b>E.</b>	<b>Grievance Limitations, Adherence to Deadlines and Joint Hearings</b>
-----------	---

If joined by the affected employee(s), the Association may initiate a grievance when the issue in dispute affects a member or members of the representation unit. Grievances initiated by the Association on behalf of an employee(s) must deal with the specific action(s) on which the grievance is based. Association initiated grievances shall be first submitted at the second step of the process and then proceed from that step if necessary. While either the employee or the Association may initiate a grievance under the formal procedure (or they may join together in the procedure), once the grievance has been initiated no other grievance concerning the incident or action upon which the complaint is based may be initiated.

Failure by the City to adhere to decision deadlines of this procedure shall automatically establish the right of a grievant to appeal to the next Step. Failure by a grievant to adhere to a Submission deadline at any step of this procedure shall mean that the grievant is satisfied with the resolution, if any, of the grievance, that the grievance is terminated, and that the grievant waives any right to further appeal of the grievance.

However, nothing in this section shall be construed to prevent the parties from extending either a decision deadline or a submission deadline by written mutual agreement.

In the case of multiple grievances on the same issue, the City may elect to resolve the issue by having one joint hearing on all the grievances.

<b>F.</b>	<b>Employee Time-Off Work</b>
-----------	-------------------------------

The City shall allow an employee and/or his/her Association representative reasonable time off work without loss of pay or benefits in order to process a grievance during normal working hours. Such time off shall require the prior approval of the department head, or his/her designated representative.

<b>G.</b>	<b>Grievance Processing and Appeals</b>
-----------	---

1. Supervisory Level.

Step 1 of the formal Grievance process shall be initiated within ten (10) calendar days of when the grievant could reasonably have known of the event or condition which forms the basis for the grievance. The grievance shall be presented in writing to the City official with supervisory authority over the grievant.

Within ten (10) business days of receipt of the grievance, the parties shall meet and attempt to resolve the grievance. Within ten (10) business days after such a meeting to resolve the grievance, the City supervisory or management official shall serve written notice of the decision to the grievant.

If a grievance is not resolved to the satisfaction of the grievant at Step 1, the grievant may appeal the grievance in writing within ten (10) calendar days of receipt of the written decision at Step 1, or within ten (10) calendar days after the decision deadline at Step 1 has elapsed.

2. Department Head Level

Step 2 of the Grievance process shall be initiated when a written appeal is received from the grievant by the department head or his/her designated representative. The department head or designated representative shall meet with the employee in an attempt to resolve the grievance within ten (10) business days of receipt of the grievance,

The department head or his/her designated representative shall render a written decision on the matter within ten (10) business days of the meeting.

If a grievance is not resolved to the satisfaction of the grievant at Step 2, the grievant may appeal the grievance in writing within ten (10) calendar days of receipt of the written decision at Step 2, or within ten (10) calendar days after the decision deadline at Step 2 has elapsed.

3. City Manager Level.

Step 3 of the Grievance process shall be initiated when a written appeal is received from the grievant by the City Manager or his/her designated representative. The City Manager may conduct an independent investigation by a third party at City expense and/or conduct a hearing within ten (10) business days. Provided however, when an independent third party is called on to conduct an investigation, an additional ten (10) business days for rendering a decision shall automatically be granted. The City Manager shall render a decision within ten (10) business days of the hearing or completion of the investigation, if the City Manager does not respond to the appeal within the time limits, the grievant may appeal to Step 4 within ten (10) calendar days of the expiration of the ten (10) business day period to render a decision by filing a written request with the City Council,

If a grievance is not resolved to the satisfaction of the grievant at Step 3, the grievant may appeal the grievance in writing within ten (10) calendar days of receipt of the written decision at Step 3, or within ten (10) calendar days after the decision deadline at Step 3 has elapsed. Such request shall be to the City Manager requesting mediation on the grievance.

H.	Mediation
----	-----------

Step 4 of the Grievance process shall be initiated when a written appeal is received by the City Manager or his/her designated representative after the City Manager has rendered a decision on the grievance. The grievant shall request a mediator from the State Mediation and Conciliation Service to hear the case.

The parties shall submit the grievance to non-binding interest-based facilitated mediation. The purpose of this mediation is to allow each party to present facts regarding the dispute and/or the process leading up to the Submission and ask questions of the opposing party. The parties may also call witnesses and introduce evidence during the mediation. Both parties shall share all costs including the mediator's fees, if any. No recording devices or court reporters shall be used during the facilitated mediation, and no formal transcripts will be prepared,

The parties may not use any information presented and statements made at the mediation as evidence in any subsequent proceedings, and the mediator cannot be called as a witness in any subsequent proceedings. Although the parties are encouraged to participate in the facilitated interest-based mediation without the assistance of counsel, attorneys are not prohibited.

The mediator shall hear the case and help the parties to resolve the grievance at this level. If the mediator cannot reach a settlement with both parties, he or she will render a bench opinion as to what he or she believes will happen at trial.

I.	Non-Binding Arbitration
----	-------------------------

1. Request for Arbitration

Arbitration shall not be a mandatory step in resolution of any dispute.

The Employee and the City hereby agree that, unless earlier resolved under the procedures provided in Chapter 3, Section G or Section H of this Handbook, non-binding arbitration may be an option available to an employee covered by the provisions of this Handbook. Although arbitration is non-binding, the City Council hereby formally confers upon the City Manager the discretion to carry out any lawful decision of the arbitrators made pursuant to this procedure.

Should the Grievance or Disciplinary Action not be resolved to the satisfaction of either the employee or the City after proper procedures have been followed, either may request arbitration as the final step in the grievance or disciplinary process by notifying the other party of their intent to utilize the services of an arbitrator. Such notice shall be in writing and shall be provided to the other party within ten (10) business days from the date of the decision rendered under Chapter 3, Section of this Handbook. However, the Employee and the City further agree that, neither Employee nor City shall be subject to arbitration unless **each party agrees in writing to submit to non-binding arbitration.**

2. Selecting an Arbitrator

Upon agreement of the parties to arbitrate, the affected employee and/or, if designated by



the employee, the employee's representative and the City shall meet to Select a neutral third party as arbitrator. If unable to mutually agree on the selection of an arbitrator, a list of seven available arbitrators shall be obtained from the State California Department of Industrial Relations, State Mediation and Conciliation Service or, if by mutual consent, from the American Arbitration Association,

Upon receipt of such list, the parties shall meet and if unable to mutually select an arbitrator from such list, then a coin shall be flipped and the party correctly calling the coin flip shall strike a name from the list. The parties shall then alternately strike names from the list until only one name remains and that individual shall be the arbitrator. In the event the arbitrator so selected is not available within forty-five (45) calendar days, then the individual whose name was last struck from the list shall be the arbitrator. If that individual is not available, then the affected employee and/or the Association and the City shall request another list or select an arbitrator through any other mutually agreed upon process.

### 3. Scope and Limitations of Arbitrator's Authority

The Arbitrator shall designate and give notice of the date, time, and place for the hearing on the appeal as soon as possible, but no earlier than ten (10) business days after a hearing is requested. The hearing shall, upon request of the employee, be public and informal, but shall be conducted by the Arbitrator in the manner he/she deems to expeditiously fully present the evidence and arguments of the parties in interest. The Arbitrator shall cause a recording to be made of the hearing.

If the question of arbitrability of an issue is raised by either the employee or the City, such questions shall be determined in the first instance by the arbitrator who shall, upon request of any party, make his/her determination prior to hearing the merits of the case.

All arbitration proceedings under this part shall be governed by the California Arbitration Act (California Code of Civil Procedure - C.C.P. Section 1280 et seq.), and any action brought by any party to enforce the provisions hereof shall be brought solely and exclusively under said part.

In any disciplinary appeal from a termination, suspension, reduction in pay, transfer, or demotion, any relief which the arbitrator may grant shall be limited to a recession of the action appealed from, a restoration of any lost pay and benefits, and, where the arbitrator deems it appropriate, the imposition of substitute discipline composed of a suspension without pay of not more than six (6) months, a reduction in pay, a transfer to an established position, a demotion, remedial training, or a combination of any or all of these forms of disciplinary action.

The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Handbook and shall not have jurisdiction to make any award which would not have been authorized under applicable authority in the absence of this agreement to arbitrate, except by the joint prior authorization of the parties hereto,

The decision, opinion, and/or award of the arbitrator shall be non-binding upon all parties. The Arbitrator shall render his/her decision on the appeal in writing and shall include the Arbitrator's findings of fact, which shall be conveyed to the parties or their designated representatives.

#### 4. Costs Shared Equally Between the Parties.

Should the parties agree to arbitration, the Employee and the City agree to share equally all costs of arbitration (including, but not limited to, the arbitrator's fees and costs, the cost of court reporters, etc.), but shall be responsible for their own respective costs of making their presentation to the arbitrator, including, but not limited to, their own attorney's fees, expert witness fees, regular witness fees, etc.

If by mutual agreement or requirement of the arbitrator, services of a court reporter are utilized, the parties agree to equally share the cost of such service. Any cost for transcription shall be borne by the party requesting it.

The City shall make available for testimony in connection with this procedure any City employee whose presence is requested by the grievant or appealing employee or his/her representative provided that such employee has direct knowledge of the issues subject to arbitration. An employee witness required to appear in connection herewith shall suffer no loss of pay or benefits.

<b>Chapter Name</b>	<b>4. Equal Employment Policy</b>
---------------------	-----------------------------------

The City is an equal opportunity employer. The City prohibits discrimination based on race, color, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender identity or expression, religious creed, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics or information, sexual orientation, military or veteran status, or any other characteristic protected by applicable federal, state, or local laws, regulations or ordinances.

The City recognizes and supports our obligation to reasonably accommodate employees with disabilities or religious beliefs or practices who are able to perform the essential functions of their positions, with or without reasonable accommodation. The City will provide reasonable accommodation to any such employee, unless doing so would impose an undue hardship on the City.

If you believe you need a reasonable accommodation to perform the essential functions of your job, you should contact your supervisor and/or a Personnel Officer to request such an accommodation.

If you believe you have been subjected to conduct inconsistent with this policy, please follow the Complaint Procedure discussed in the "Internal Complaint Review". The City will promptly investigate and attempt to resolve the situation.

If the City determines this policy has been violated, we will take effective remedial action commensurate with the severity of the offense. Appropriate action also will be taken in an effort to deter any future violations of this policy.

The City will not retaliate against you for bringing a good faith complaint and will not knowingly permit retaliation by management, employees, or your co-workers. If you believe that you are being retaliated against, you should immediately notify your supervisor, a Department Head, a Personnel Officer, Union Steward, or the City Manager.

<b>Chapter Name</b>	<b>5. Anti-Harassment and Anti-Discrimination Policy</b>
---------------------	--

All of the City's employees, applicants, and independent contractors ("workers") must be treated with respect and dignity. We are committed to providing an atmosphere free of harassment and discrimination based on race, color, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender identity or expression, religious creed, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics or information, sexual orientation, military or veteran status, or any other characteristic made unlawful by applicable federal, state, or local laws, regulations or ordinances.

Harassment and discrimination are against the law. We strongly disapprove of and will not tolerate harassment or discrimination of our workers by managers, supervisors, co-workers, independent contractors or members of the public. Similarly, we will not tolerate harassment or discrimination by our workers against others with whom we have a business, service, or professional relationship. Because it is difficult to determine whether the conduct is unlawful, we strive to eliminate any inappropriate and/or disrespectful conduct based on the characteristics identified above, even if such conduct may not violate the law.

Harassment. "Harassment," as used in this policy, includes disrespectful or unprofessional conduct based on any of the protected characteristics listed above. Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), graphic (such as offensive posters, symbols, cartoons, drawings, computer displays, or e-mails) or physical conduct (such as physically threatening another person, blocking someone's way, etc.). Verbal, physical, and visual conduct that creates an intimidating, offensive, or uncomfortable working environment or interferes with work performance violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a professional and respectful manner.

Sexual Harassment. "Sexual harassment" as used in this policy includes all of the above actions as well as making any unwelcome advances and/or verbal, physical, or visual conduct of a sexual nature, offering employment benefits in exchange for sexual favors or threatening reprisals after a negative response to a sexual advance. It includes many forms of offensive behavior, such as gender-based harassment of a person of the same sex as the harasser. Some examples of conduct that may violate this policy include demeaning sexual remarks, leering, making sexual gestures, displaying sexually suggestive objects or pictures, making or using derogatory sexual comments, epithets, slurs, or jokes, comments about an individual's body, touching, impeding, or blocking movements. Sexual harassment does not have to be motivated by a sexual desire in order to be considered in violation. Conduct or comments consistently targeted at only one gender, even if the content is not sexual or

teasing, or other conduct directed toward a person because of that person's gender, may also violate this policy.

**Bullying.** Exposing a person to abusive actions repeatedly over time. Abusive actions shall include actions, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious.

<b>A.</b>	<b>Filing of Complaint and Reporting</b>
-----------	--

If you believe you have been subjected to or witnessed conduct that violates this policy, you should immediately (and no later than thirty (30) calendar days after the alleged incident) report such conduct to your supervisor, manager, Department Head, or Personnel Officer. If you are not comfortable reporting to any of these individuals, report the conduct to the City Manager. If the City Manager is the subject of a complaint, that complaint can be reported to City Council. **An employee at any time can bring a complaint directly to any management employee, regardless of whether that employee is in the complaining party's chain of command.** If an employee has not received a response within five (5) business days he/she should contact the City Manager.

The City will promptly investigate and attempt to resolve the situation. Every complaint will be taken seriously and investigated thoroughly. The City may investigate the formal complaint by conducting an in-house investigation or by hiring an outside consultant. During the investigation we generally will: interview the complainant and the alleged harasser; conduct further interviews, as necessary; document the City's findings regarding the complaint; document recommended follow-up actions and remedies, if warranted; and inform the complainant of the conclusion of the investigation. All employees are expected to fully cooperate with internal investigations and maintain appropriate discretion regarding the investigation and should disclose any and all information pertinent to the investigation.

If the City determines this policy has been violated, we will take appropriate and effective remedial action to address the situation and deter any future inappropriate conduct; this may include, but is not limited to, counseling, suspension, and disciplinary action up to and including termination. Anyone, regardless of position or title, whom the City determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination.

The City prohibits any form of discipline or retaliation for bringing a good faith complaint under this policy, or for reporting such misconduct or cooperating in an investigation. If you believe someone has violated this no-retaliation provision, you should immediately notify any of the persons named above.

Confidentiality will be maintained to the fullest extent possible in accordance with applicable federal, state, and local laws. Complete confidentiality cannot occur due to the need to fully investigate and take effect remedial action. An individual who is interviewed during the course of any investigation is prohibited from discussing the substance of the investigation with anyone, except as directed by Personnel. Any individual who discusses the content of an investigatory interview may be subject to discipline. The City will not disclose a completed investigation report, except as it deems necessary to support disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or a court order. The City Personnel Department will retain investigation reports in a confidential manner for at least five (5) years after the date of completion.

Any supervisor, manager or Department Head who observes or becomes aware of possible discriminatory, harassing, or retaliatory behavior or who receives any such complaint must notify the City Personnel Officer or designee immediately. If the complaint arises in the Personnel Department, the City Manager shall be notified. In that case, all further references in this policy to the City Personnel Officer or designee shall read City Manager or designee.

Confronting the offending person can be difficult because of the complex nature of discrimination, harassment, or retaliation as defined in this policy. As a result, individuals are not required to confront an offending party before initiating this complaint procedure. However, if any person feels they are the victim of any form of discrimination, harassment, or retaliation, he/she is encouraged to inform the person(s) participating in this behavior that he/she finds it offensive. Such one-on-one communication has been demonstrated to be an effective way to end discriminatory, harassing, or retaliatory behaviors. If the inappropriate behaviors do not stop, the offended employee may still initiate a complaint as described above.

In addition to these internal policies and procedures, the State of California Department of Fair Employment and Housing (DFEH) provides additional information regarding the legal remedies and complaint process available through the government agencies. If you believe you have been unlawfully harassed or discriminated or retaliated against, you may file a complaint or obtain additional information from the DFEH. The phone number for the local DFEH office is located at [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

<b>Chapter Name</b>	<b>6. Job Descriptions</b>
---------------------	----------------------------

The Personnel Officer shall oversee the recommendation of job descriptions for all positions based upon the kind and level of the duties and responsibilities of the positions.

All positions in the same classification shall be sufficiently alike to ensure employees with similar duties; the use of a single descriptive title, require the same qualifications, the same test of competence, and the same salary schedule.

A position may be reclassified on the basis of changes in or reevaluation of the duties, responsibilities, and/or qualifications of the position. A reclassification shall become effective upon adoption of a resolution changing the organizational chart by the City Council thru the budget process. Incumbents may or may not be reclassified depending upon qualifications based upon the recommendation of the City Manager, the Personnel Officer, or the appropriate Department Head and the approval of the City Council. A list of job descriptions is available upon request. The list is held and maintained by the Personnel Officer.

Chapter Name	7. Classification of Employees
--------------	--------------------------------

City employee positions are classified appropriately as required by the Federal FLSA for the purpose of determining and applying uniform standards for; 1) benefits eligibility, 2) conditions of employment, and 3) compliance with applicable wage-and-hour laws. The City will use these uniform standards to ensure nondiscrimination.

The City Manager will make certain that all city employee positions are classified as exempt or nonexempt in accordance with federal and state labor laws.

A.	Classification
----	----------------

1. Exempt regular full-time employees. Exempt regular full-time employees are those employees who are scheduled to work the city's established normal workweek on a regular basis and who are excluded from the overtime-pay provisions of applicable federal and state wage-and-hour laws.
2. Nonexempt regular full-time employees. Nonexempt regular full-time employees are those employees who are scheduled to work the city's established normal workweek on a regular basis and who are not excluded from the overtime-pay provisions of the applicable federal and state wage-and-hour laws.
3. Nonexempt regular part-time employees. Nonexempt regular part-time employees are those employees scheduled to work less than thirty hours (30) per week on a regular basis. Nonexempt regular part-time employees are eligible for overtime pay under the overtime provisions of applicable federal and state wage-and-hour laws.
4. Temporary employees. Temporary employees are employees whose full-time or part-time services typically are needed for only a limited duration (e.g., less than one hundred and twenty days). Temporary employees may be classified as exempt or nonexempt, depending on their job responsibilities. Temporary employees are paid under the city's normal payroll system. An employee who does not perform exempt duties on a regular basis will not be exempt for a temporary assignment unless he/she works the exempt job and meets the duties and remuneration tests for at least one month.
5. Agency workers. Agency workers are individuals assigned to work at the City through an employment agency. These workers are typically used for short-term or emergency assignments (e.g. as a vacation replacement for a secretary.). Such

workers are *not* employees of the City but of the respective employment agency that assigned them for work at the City.

6. Paid Call Fire Fighter. Volunteer employees are paid under the city's normal payroll system. CalFIRE,

Chapter Name	8. Probationary Period
--------------	------------------------

A.	Length of Probationary Period
----	-------------------------------

The City provides for an initial probationary period of employment to enable the City to assess the employee's performance. All new employees must complete, to the City's satisfaction, a probationary period of **not less than twelve (12) months**. The probationary period begins on the initial day of work performed by the employee. Completion of the probationary period does not, however, guarantee employment for any specific duration.

If a regular employee has begun a new position, transfer or promotion then that employee will serve a probationary period of **not less than six (6) months**.

Probationary (full-time) employees start to accrue all City paid benefits from the first day of employment (some insurance benefits are not effective for 30 days). Probationary (part-time) employees shall be entitled to a pro-rata share of City paid benefits from the first day of employment (although some insurance benefits are not effective for 30 days). On successful completion of the probationary period, an employee will become a regular employee.

During the probationary period, an employee may be discharged by the City for any reason and with or without cause or advance notice. Similarly, the employee may resign employment for any reason with or without cause. In the event of an illness or injury requiring absence from work exceeding ten calendar days, the number of days absent shall be added to the length of the probationary period and the anniversary date for the employee shall be extended accordingly. The employee shall be notified in writing of any extension.

B.	Performance Evaluations
----	-------------------------

In order that the probationary employee may be made aware of his/her progress toward both learning and fulfilling the duties and responsibilities of his/her position, he/she shall receive written performance evaluations. A performance evaluation will be conducted by the employee's supervisor two times before the completion of the twelve-month probationary period. These reviews will be at six months and again within the thirty (30) calendar days prior to the completion of the probationary period. (See the policy entitled **Employee Performance Evaluation, Chapter 9**).

Promotional probationary employees shall receive one performance evaluation during their probationary period. The evaluation shall occur within thirty (30) calendar days prior to the completion of the probationary period.

C.	Notification Requirements
----	---------------------------

Within ten (10) business days prior to the expiration date of the probationary period, the City Manager, or his/her designated representative, shall file a recommendation as to whether or not the probationary employee shall be retained in the position.

D.	Rejection of Probationary Employee – Original Appointment
----	---

The City Manager, or his/her designated representative, may terminate a probationary employee at any time during the probationary period upon written notice without right of appeal in any manner by the probationary employee,

E.	Rejection of Probationary Employee – Promotional Appointment
----	--

Any employee rejected during or at the conclusion of the probationary period following a promotional appointment shall be reinstated to a position in the class from which he/she was promoted.

<b>Chapter Name</b>	<b>9. Employee Performance Evaluation</b>
---------------------	---

The preparation and use of employee performance evaluations are for the mutual benefit of the City and the effective development of the employee to achieve desired job or career goals. Evaluations are intended and will identify specific strengths and weaknesses in the employee's job-related performance, to acknowledge the merit of above-standard performance, and to prescribe the means and methods of upgrading deficiencies to a required or desired level of performance.

It is the policy of the City that regular reports be made as to the efficiency, competence, conduct, and merit of its employees in their job related performance. To this end, it is the responsibility of the City Manager, the Department Heads, and their supervisors to observe the work performance of their employees and supervise the results of that work performance. It is the responsibility of the Personnel Officer to prescribe and provide the forms and procedures to be used in such reports of performance and to assist in the training of supervisory personnel of the City so that the program of performance reporting will be carried on in a sound, effective and consistent manner.

All new employees will be reviewed and performance evaluations prepared after their first six months of employment, and again within the thirty (30) calendar days prior to the expiration of their twelve month probationary period of employment. Supervisors will ensure that the twelve-month evaluation is completed prior to the end of the new employee's probationary period.



For regular employees, the City will make a reasonable and good faith effort to prepare a performance review within thirty (30) calendar days before or following the annual employment anniversary date, not including new anniversary dates caused by promotion or transfer. In addition, an evaluation review may be prepared at any time upon the reasonable request of the employee or at the discretion of the employee's supervisor, when it is deemed to be necessary or appropriate.

Performance Evaluations shall be prepared in writing, with a copy kept in the employee's personnel file and a copy provided to the employee.

<b>Chapter Name</b>	<b>10. Termination, Employee Improvement, Discipline, and Resignation</b>
---------------------	---

<b>A.</b>	<b>Purpose and Standards</b>
-----------	------------------------------

The continued employment of every employee shall be predicated upon good behavior and rendering of efficient service. An employee is subject to disciplinary action and may be discharged, reduced in pay, suspended, or demoted for cause, and such disciplinary action shall be subject to appeal as set forth herein. Any employee discharged, reduced in pay, suspended or demoted for cause shall be furnished the reason for such action in writing,

The purpose for formulating these policies on disciplinary actions and appeals is to:

- Establish orderly procedures providing a method of communication between employees and management concerning matters which may be subject to appeal.
- Provide that the appeal procedure shall be as informal as possible.
- Provide that appeals shall be settled as promptly as possible and at the lowest possible level of the procedure.

An employee may be disciplined only for just cause. All evidence supporting disciplinary charges must be timely in relation to the incidents that are the basis for the proposed discipline. This does not preclude evidence of prior notice to the employee of similar conduct or prior disciplinary action against that employee.

The City shall use progressive discipline when the City believes that progressive discipline shall serve the dual purposes of providing both a corrective warning and a penalty to an employee whom the City intends to retain as an employee after the discipline. The City may begin discipline at any level depending on the employee's conduct. Progressive discipline shall not be required when the City believes dismissal or any other disciplinary action is the appropriate discipline because of the employee's conduct.

Progressive discipline shall consist of the following levels:

- Verbal Warning with written documentation;
- Written reprimand;
- Disciplinary probation;

- Transfer imposed for punishment or to correct deficient performance;
- Reduction in salary
- Suspension;
- Demotion;
- Termination,

A verbal warning with written documentation or a written reprimand may be initiated at the level of supervisor. All other disciplinary actions shall be initiated by the Department Head or his/her designated representative. Nothing in this Article shall prevent a supervisor and/or Department Head from discussing a disciplinary action or potential disciplinary action with the City Manager. Nothing in these procedures shall be construed to prevent discussion or meetings between parties at any time to clarify the facts in order to conclude any matter as promptly as possible.

The current Memorandum of Understanding for employees represented by a recognized bargaining unit, describe the procedures and standards that shall apply for represented employees. If any conflict exists between this policy and the current M.O.U., the current M.O.U. will be followed by, and as it applies to, all bargaining unit employees.

<b>B.</b>	<b>Progressive Discipline Procedure</b>
-----------	---

#### 1. Causes for Disciplinary Action

The following, among such others as may be determined by the City, are causes which, if shown to the satisfaction of the City Manager to be related to work performance, are sufficient for disciplinary action:

- a) Absence without leave or failure to report to work after a leave of absence has expired, or after such leave of absence has been disapproved or revoked
- b) Conviction of a criminal offense. Conviction shall mean a termination of criminal proceedings adverse to the employee upon a verdict, by plea of guilty, upon a judgment against the employee, or upon a plea of nolo contendere, without regard to subsequent disposition of the case by suspension of sentence, probation, or otherwise
- c) Repeated or excessive garnishments
- d) Abuse of sick leave
- e) Incompetence. Incompetence shall mean want of ability suitable to the work, either as regards natural qualities or experience or deficiency of disposition to use one's ability and experience properly.
- f) Through willful misconduct, causing damage to public property or waste of public supplies
- g) Willfully concealing or misrepresenting information in his/her application for employment, or being, or having been at the time of employment, subject to any disqualification that would have precluded employment
- h) Insubordination. Insubordination shall mean that the employee, having then the ability to do a reasonable act which he/she is directed to do by any officer or employee of the City with authority to direct his/her activities on the job, willfully

- fails or neglects to perform the directed act
- i) Disrespectful or discourteous conduct toward a City officer or official another employee, or a member of the public
  - j) Willful violation of any of the provisions of the City Ordinances, Resolutions or department policy relating to the conduct of City officers and employees
  - k) Failure to submit to a medical examination to determine fitness for duty or failure to appear at the designated time and place for such examination or failure to sign authorizations and/or waivers as may be required
  - l) Violation of Criminal Offender Record Information (COR) Regulations
  - m) Dishonesty
  - n) Repeated or excessive tardiness or absence from work
  - o) Use of City equipment, supplies or identification (e.g., badges) for any reason other than for official City business
  - p) Such other job-related actions or activities by the employee determined by the department head warranting disciplinary action.

## 2. Notification of Disciplinary Action

- a. Notice of Intent to Discipline: The employee will be provided a written notice of intent to discipline that contains the following:
  - (1) The level of discipline intended to be imposed;
  - (2) The specific charges upon which the intended discipline is based;
  - (3) A summary of the facts upon which the charges are based;
  - (4) A copy of all written materials, reports, or documents upon which the intended discipline is based, or a statement indicating how this information can be obtained;
  - (5) Notice of the employee's right to respond to the appropriate authority regarding the charges within ten (10) calendar days from the date of the Notice, either by requesting an informal *Skelly* conference, or by providing a written response, or both;
  - (6) Notice of the employee's right to have a representative of his/her choosing at the *Skelly* conference, should he/she choose to respond in person; and
  - (7) Notice that failure to respond at the time and date specified shall constitute a waiver of the right to respond prior to final discipline being imposed.
- b. Employee's Response and the *Skelly* Conference:
  - (1) If the employee requests an informal *Skelly* conference to respond in person to the charge(s) in the Notice of Intent, the conference must be scheduled no later than ten (10) calendar days after the date the Notice of Intent is provided to the employee. The conference will be held at a date and time agreeable to both parties. The conference will be an informal meeting with a Department Head or his/her designee, at which the employee has an opportunity to rebut the charges against him/her and present any mitigating circumstances. The Department Head or his/her

designee will consider the employee's presentation before final disciplinary action, if any, is imposed.

(2) The employee's failure to make a verbal response at the arranged conference date and time, or the employee's failure to cause his/her written response to be delivered by the date and time specified in the Notice of Intent, constitutes a waiver of the employee's right to respond prior to the imposition of the discipline. In that situation, the proposed disciplinary action will be imposed on the date specified in the Notice of Intent.

c. Final Notice of Disposition

(1) Within ten (10) business days of receipt of the employee's timely written response or within ten (10) business days of the informal *Skelly* conference, or if no timely response is provided by the employee, the Department Head or designee will: (i) dismiss the Notice of Intent and take no disciplinary action against the employee, (ii) modify the intended disciplinary action, or (iii) impose the intended disciplinary action. In any event, the Department Head or designee will prepare and provide the employee with a Notice of Discipline that contains the following:

- i. The level of discipline, if any, to be imposed and the effective date of the discipline;
- ii. The specific charges upon which the discipline is based;
- iii. A summary of the facts upon which the charges are based;
- iv. A copy of all written materials, reports, or documents upon which the discipline is based or a statement indicating how the information may be obtained; and
- v. A statement of the nature of the employee's right to appeal, if any.

Service of Notice of Proposed Disciplinary Action on the affected employee shall be made either in person or by mail addressed to the employee's last known mailing address, if the affected employee can be served neither in person nor by mail addressed to the employee's last known mailing address, or if, for any reason, the affected employee refuses or fails to take receipt of the Notice, service shall be deemed complete three (3) days after the attempted service.

C.	Disciplinary Appeals
----	----------------------

1. Discipline Subject to Appeal

For the purpose of this Article, an "Appeal" shall be defined as a dispute as to any disciplinary or punitive action directed specifically at an individual employee's employment status and shall only include:

- a. dismissal;
- b. demotion;
- c. suspension;

- d. reduction in salary;
- e. transfer imposed for punishment or to correct deficient performance.

Written reprimands or disciplinary probation may be referred by an employee to the City Manager within ten (10) business days of receipt with a request to rescind or modify the action. The City Manager or his/her designated representative shall review the circumstances and render a written decision within ten (10) business days of review. The decision of the City Manager/designee shall be final and conclusive. In addition, there shall be no recourse for a verbal warning.

Failure by an employee to adhere to a submission deadline at any step of this procedure shall mean that the employee has waived his or her right to appeal the disciplinary action and shall be subject to the disciplinary action as indicated in the written notice.

Probationary employees who are dismissed during the probationary period shall have no right to appeal such action.

## 2. Disciplinary Appeal to the City Manager

Step 1 of the Disciplinary Appeal process shall be initiated when a written appeal is received from the employee by the City Manager or his/her designated representative.

The City Manager may conduct an independent investigation by a third party at City expense and/or conduct a hearing within ten (10) business days. Provided however, when an independent third party is called on to conduct an investigation, an additional ten (10) business days for rendering a decision shall automatically be granted. The City Manager shall render a decision within ten (10) business days of the hearing or completion of the investigation.

If a disciplinary appeal is not resolved to the satisfaction of the employee at Step 1, the employee may appeal the disciplinary action in writing within ten (10) calendar days of receipt of the written decision at Step 1, or within ten (10) calendar days after the decision deadline at Step 1 has elapsed. Such request shall be to the City Manager requesting mediation on the disciplinary action.

<b>D.</b>	<b>Mediation</b>
-----------	------------------

Step 2 of the disciplinary appeals process shall be initiated when a written appeal is received by the City Manager or his/her designated representative after the City Manager has rendered a decision on the discipline. The employee shall request a mediator from the State Mediation and Conciliation Service to hear the case.

The parties shall submit the disciplinary appeal to non-binding interest-based facilitated mediation. The purpose of this mediation is to allow each party to present facts regarding the dispute and/or the process leading up to the submission and ask questions of the opposing party. The parties may also call witnesses and introduce evidence during the mediation. Both parties shall share all costs including the mediator's fees, if any. No recording devices or court reporters shall be used during the facilitated mediation, and no formal transcripts will be prepared.

The parties may not use any information presented and statements made at the mediation

as evidence in any subsequent proceedings, and the mediator cannot be called as a witness in any subsequent proceedings. Although the parties are encouraged to participate in the facilitated interest-based mediation without the assistance of Counsel, attorneys are not prohibited.

The mediator shall hear the case and help the parties to resolve the dispute at this level. If the mediator cannot reach a settlement with both parties, he or she will render a bench opinion as to what he or she believes will happen during trial. If mediation does not resolve the appeal then the employee or the City may agree to submit the issue to non-binding arbitration within ten (10) business days of mediator's opinion. Arbitration shall not be a mandatory method of resolving any dispute.

E.	Definitions
----	-------------

Verbal warning. A supervisor verbally counsels an employee about an issue of concern, and a written record of the discussion is placed in the employee's personnel file for future reference.

Written warning. Written warnings are used for behavior or violations that a supervisor considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee's personnel file. Employees should recognize the serious nature of the written warning.

Suspension. Suspension is the removal of an employee from his/her duties for cause and without pay. Suspensions are ordinarily used in situations involving misconduct for which a lesser action is not sufficient to address the behavior, or for a repeat offense. Documents related to suspension shall become a part of an employee's personnel file when the discipline becomes final. An employee subject to suspension is entitled to prior written notice and an opportunity to respond before final action is taken.

Reduction in Pay. An employee's pay may be reduced as a disciplinary measure. A reduction in pay for disciplinary purposes may take one of two forms: 1) a decrease in salary to a lower amount within the salary range, or 2) a decrease in salary for a fixed period of time. Documents related to a reduction in pay shall become part of the employee's personnel file when the discipline becomes final. An employee subject to a reduction in pay is entitled to prior written notice and an opportunity to respond before final action is taken.

Demotion. Demotion is the removal of an employee from his/her present classification and reassignment to a lower classification. Documents related to demotion shall become a part of an employee's personnel file when the discipline becomes final and will remain as part of the permanent record. An employee subject to demotion is entitled to prior written notice and an opportunity to respond before final action is taken.

Termination. Termination is the permanent removal of an employee from employment for cause. Documents related to termination shall become a part of an employee's personnel

file when the discipline becomes final. A terminated employee is entitled to prior written notice and an opportunity to respond before final action is taken.

Administrative Leave. A Department Head, in consultation with Personnel Officer, may place an employee on administrative leave with or without pay pending a potential disciplinary action. Administrative leave is authorized when the department head believes the employee's continued presence at the work site could have detrimental consequences

The City may choose to allow resignation as an alternative to involuntary termination. No employee can be compelled to resign; resignation must be voluntary. Employees who resign in lieu of accepting disciplinary action have not left employment in good standing and are not eligible for reinstatement or rehire. Employees who are permitted to resign in lieu of involuntary termination voluntarily forfeit all rights to appeal.

**The City reserves the right to proceed directly to any step in the disciplinary process for misconduct or performance deficiency, without resort to the prior disciplinary steps, when the City deems such actions appropriate and necessary.**

<b>F.</b>	<b>Voluntary Termination</b>
-----------	------------------------------

The City will consider an employee to have voluntarily terminated his or her employment if an employee does any of the following:

- A. Elects to resign from the City. The resignation is effective upon delivery by the employee to the employees' immediate supervisor, however, the City Manager may at the City Manager's sole discretion and authority, permit an employee to withdraw a resignation.
- B. Fails to report to work without notice to the City for a period of **three (3)** consecutive days.

Resigning or retiring employees are encouraged to provide a minimum of two weeks' notice, preferably in writing, to facilitate a smooth transition out of the City. When an employee voluntarily resigns from the City, the Employee's last day worked will be considered his/her last day as an active employee. All accrued, unused vacation leave, CTO, and applicable sick leave in accordance with the sick leave policy will be paid out at the time of separation and will be made available on the next scheduled payday.

<b>G.</b>	<b>Involuntary Termination</b>
-----------	--------------------------------

An employee may be terminated involuntarily for cause based on a history of poor performance, misconduct, or other violations of the City's rules of conduct, including, but not limited to, the following:

1. Incompetence or inefficiency in the performance of the duties of the position.
2. Insubordination, including but not limited to, refusal to do assigned work or refusal to follow directives.

3. Carelessness or negligence in the performance of duty or in the care or use of City property.
4. Discourteous, offensive, or abusive conduct or language toward other employees or the public.
5. Dishonesty.
6. Drinking alcoholic beverages or the illegal use or possession of a controlled substance on the job, or reporting to work while under the influence of an alcoholic beverage or a controlled substance.
7. Involvement in a work related accident while under the influence of an alcoholic beverage or a controlled substance.
8. Conviction of any crime involving moral turpitude. Moral turpitude, for the purpose of employee discipline, will be defined as: fraud, dishonesty, serious sexual offenses, embezzlement, theft, falsification of records, extortion, or other acts contrary to justice, honesty or morality.
9. Repeated and unexcused absences or tardiness.
10. Abuse of the sick leave policy.
11. Falsification of any information supplied to the City.
12. Persistent violation or refusal to obey safety rules and regulations.
13. Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value for the granting of special treatment to another employee or to any member of the public.
14. Willful or persistent violation of the directives of a supervisor or rules of the City.
15. Any willful failure of good conduct tending to injure the public service.
16. Abandonment of position.
17. Interfering with the work or progress of another employee.
18. Altercations.
19. Carrying a firearm or other dangerous weapons on City property or while conducting City business. (Nothing in this section shall prohibit a police officer, law enforcement officer, or other authorized person from carrying equipment authorized for the enforcement of law or ordinances.)
20. Gambling on City property or on City business.
21. Sleeping on the job or leaving during work hours without authorization.
22. Conviction of any felony involving moral turpitude or conviction of any felony involving the use, possession, sale or transporting of any illegal, restricted, regulated or controlled substance or drug, including, but not limited to, marijuana or any of its derivatives or extracts.
23. Unauthorized entry, copying, possession, use or viewing of personnel or confidential files, documents or information.
24. Violation of the City's sexual harassment policy.
25. Violation of any provision in the M.O.U. (Bargaining Unit Employees).
26. Failing to report any of these violations to the City.



H.	Termination due to Reorganization, Economics, or Lack of Work
----	---

At times the City may have the need to terminate an employee as a consequence of reorganization, job elimination, economic downturn, budgetary reasons, elimination of job services and/or programs, or lack of work. Should the City consider such terminations a necessity, the City will provide all affected employees with two weeks' advance notice. If less than two weeks' notice is provided, the employee will be paid for the difference between the date of layoff and two weeks.

At the sole discretion of the City Manager, a demotion or transfer to another department or classification may be made to prevent a layoff, provided the employee is qualified by education and/or experience and is capable of performing the duties of the classification. The Department Head, in consultation with the Personnel Officer, and as approved by the City Manager, will affect the layoffs.

Reduction in Force: When it becomes necessary to reduce the work force at the City, the City Manager shall designate the job classification and department in order to affect a reduction in the work force. Contract, temporary, part-time, seasonal, and probationary employees in the same job classification, as ones proposed to be reduced within the City shall be laid off first. Although the City Manager may elect to do so, he/she is not required to allow laid-off employees to "bump" employees in other classifications unless the employee has previously successfully held a position in another classification, in which case the laid-off employee would be considered for layoff, if any, from the previously held classification, along with others in that classification, in accordance with the "Order of Layoff" set forth below.

Probationary promotion employees who are laid off shall, if applicable, be returned to their former classification. Employees who accept lower positions or transfers in lieu of layoff shall be placed at the salary range of the new position.

Order of Layoff: The order of layoff of regular employees within the same job classification shall be made with the cooperation of the local bargaining units and in accordance with a system that favors retention of more meritorious employees, based upon evaluation of the following factors, listed in order of importance:

1. The two most recent performance evaluation records as finalized and/or filed in the employee's personnel file, except when an employee has less than 2 years of service within the City. In that case, only one performance evaluation will be used;
2. Documents of disciplinary action during the preceding 24 months;
3. Seniority (length of service in career position)
  - a. In the classification;
  - b. In the Department; and
  - c. At the City.

The City Manager may deviate from these criteria for good cause, including the desirability of maintaining a department or work unit with adequate staffing to perform required service, and maintaining employees in the classification or department who have demonstrated the ability to perform work available.

Seniority: Seniority is determined from the day of employment in a City department as a regular employee, provided that any regular employee who, as a result of a promotion, transfer, or voluntary demotion, is hired to a regular position in another department, shall, for purposes of layoff, carry seniority previously acquired over to the new department.

Seniority shall continue to accrue during periods of vacation, sick leave, layoff not exceeding two years; any authorized leave of absence or any call to military service for the duration of the call to duty. Seniority shall not accrue during any other break in continuous service, unless required by law.

<b>I.</b>	<b>Attendance</b>
-----------	-------------------

In addition to the general rules stated above, the City may discipline employees for failing to observe the following specific requirements relating to attendance:

1. Reporting to work on time, observing the time limits for rest and lunch periods, and obtaining approval to leave work early; and
2. Notify the supervisor in advance of anticipated tardiness or absence.

<b>J.</b>	<b>Expected Conduct and Performance Improvement</b>
-----------	---

Employees are expected to observe certain standards of job performance and good conduct. When the employee does not meet the City's standards of performance or conduct, the City will endeavor, when it deems appropriate, to provide the employee a reasonable opportunity to correct the deficiency.

If an employee is disciplined for poor job performance, then that employee will have the opportunity to improve all aspects of job performance by meeting with a supervisor or Department Head, to set up a Performance Improvement Plan.

The Performance Improvement Plan is the same plan as used in follow up of employee evaluations for poor performance. The affected employee and supervisor complete this plan. Each party will maintain a copy to keep track of progress. If no progress is made within a reasonable amount of time, decided by the supervisor, then disciplinary steps shall proceed up to and including termination.

<b>K.</b>	<b>Exit Interview</b>
-----------	-----------------------

Employees who leave the City's employment for any reason may be asked to participate in an exit interview. This interview is intended to permit terminating employees the opportunity to communicate their views regarding policies and procedures, work within the City, job duties, job training, job supervision, efficiency of the crew or staff they worked with, and job benefits.

At the time of the interview, employees will be expected to return all City furnished property, such as uniforms, tools, equipment, ID cards, keys, credit cards, documents, and

handbooks. Arrangement for clearing out personal belongings, clearing up any debts to the City and receiving the final pay also will be made at this time.

Exit interviews may be conducted by the employee's supervisor, City Manager, Personnel Officer, or someone designated in writing by the City Manager.

<b>Chapter Name</b>	<b>11. Hours of Work, Overtime, CTO, On Call Pay, and Pay Day</b>
---------------------	---

City employees are compensated for the hours spent working. Each employee must keep track of hours worked, not worked, and overtime approved by the supervisor. Employees will submit their time record bi-weekly as directed by their supervisor. All absences from work schedules should be appropriately recorded.

The City operations are 24 hours a day 7 days a week.

All regular full-time employees will receive 40 hours per week of employment, provided they report for duty and are capable of performing their work. (Alternate schedules are available for fire protection personnel as described within this document.) The City retains the right to layoff or release employees due to lack of work or other valid reasons.

Each employee shall report for work at the employee's regularly established headquarters and shall return thereto at the conclusion of the day's work and the time spent in traveling between such headquarters and the job site shall be considered as time worked.

<b>A.</b>	<b>Definitions</b>
-----------	--------------------

**Workweek:** Consists of seven (7) consecutive calendar days, Sunday at 12:00 a.m. through Saturday at 11:59 p.m., and, except as otherwise provided herein, a basic workweek is defined to consist of five consecutive workdays of eight (8) hours each, Monday through Friday.

This clause is not intended to limit City Manager or Department Head's ability to authorize flexible schedules for employees where the needs of the City will still be met.

**Fire Protection Personnel:** Include firefighters, paramedics, emergency medical technicians, rescue workers, ambulance personnel, or hazardous materials workers who:

1. are trained in fire suppression;
2. have the legal authority and responsibility to engage in fire suppression;
3. are employed by a fire department of a municipality, county, fire district, or State; and
4. are engaged in the prevention, control and extinguishment of fires or response to emergency situations where life, property, or the environment is at risk.

<b>B.</b>	<b>Hours of Work</b>
-----------	----------------------

1. General Employees

For employees assigned to City Hall or the Corporation Yard office the regular work hours shall be established or approved by the City Manager and shall be published in writing. This clause is not intended to limit City Manager or Department Head's ability to authorize flexible schedules for employees where the needs of the City will still be met.

Notwithstanding the foregoing, the regular lunch period may be advanced or delayed up to one hour without the payment of overtime compensation.

2. Fire Protection Personnel

The scheduling of employees (i.e. shifts and/or days off) and assignment of work shall be the sole responsibility of the City. The normal work period for fire protection personnel performing Firefighter or Fire Department duties shall be as follows:

1. Pursuant to 29 USC §207(k), for firefighter duties the work period shall consist of seven (7) work days of fifteen (15) hour shifts per work day during the fourteen (14) day bi-weekly pay period and shall consist of one-hundred-five (105) hours of time worked. Every reasonable effort will be made to minimize employees working more than four (4) consecutive days.
2. Pursuant to 29 USC §207(k), for other types of specialized duties the Fire Chief may assign alternate work periods that may include, but not be limited to: eight (8) work days of twelve (12) hour shifts per work day during the fourteen (14) day bi-weekly pay period; ten (10) work days of ten (10) hour shifts per work day during the fourteen (14) day bi-weekly pay period; eight (8) work days of twenty-four (24) hour shifts per work day during the twenty-eight (28) day pay period; or other hybrid work periods as may be designated. The work period shall consist of no more than one-hundred-six (106) hours of time worked during a 14-day period or two-hundred-twelve (212) hours of time worked during a 28-day period.
3. All work days for employees shall be inclusive of a 30 minute paid meal period and breaks.
4. Nothing in this section shall preclude the Fire Chief, or his/her designated representative, from altering the work schedule of any or all employees to meet the needs to the City or to accommodate an employee request.

All time worked up to one-hundred-six (106) hours during the fourteen (14) day bi-weekly pay period, or up to two-hundred-twelve (212) hours during the twenty-eight (28) day bi-weekly pay period, will be paid at the straight time rate. Any and all Subsequent hours worked during the pay period shall be paid at the overtime rate of one and one-half (1.5) times the straight time rate for employees.

3. All employees shall receive two paid fifteen-minute breaks. One break shall come approximately mid-morning and the second shall come approximately mid-afternoon. The break period shall not interfere with the completion of emergency work. The break period is not accumulative.

C.	Overtime Procedure (Nonexempt Employee Only)
----	--

Nonexempt employees may be required to work overtime beyond their scheduled work week, if in the judgment of their supervisor, overtime is necessary to meet emergencies or to complete an assignment. Before an employee works overtime it must be approved by the employee's supervisor. Employees who work routine overtime without approval from their supervisor may be disciplined.

All overtime computed pursuant to this section shall be rounded up to the nearest quarter hour. No employee may be required to work more than sixteen (16) consecutive hours, except as may be necessary for the preservation of life or property. Overtime is calculated based on hours actually worked in a pay period and for purposes of the calculation does not include holidays, vacation leave, sick days or other paid leave taken. Hours worked in excess of forty (40) hours per week will be compensated at the rate of one and one-half times the employee's regular hourly rate of pay. (Fire Protection Personnel shall be paid overtime for work in excess of 212 hours in a 28 day period, pursuant to 29 U.S.C 207(k).)

D.	Compensatory Time Off (CTO) in Lieu of Payment for Overtime
----	---

#### I. GENERAL EMPLOYEES

General Employees may choose to accept compensatory time off (CTO) in lieu of cash compensation for overtime worked as provided in this section. ~~A total of up to forty (40) hours of CTO in a fiscal year (July 1 to June 30 the following year) may be earned at the appropriate overtime rate.~~

~~General Employees shall not be entitled to earn more than a total of forty (40) hours CTO in any fiscal year as described above.~~ CTO shall be used and scheduled, like other paid leave, in accordance with the leave policy. CTO may be carried over from fiscal year to fiscal year however; the employee may not exceed two-hundred-forty (240) hours of accumulated CTO. Once two-hundred-forty (240) hours of compensatory time is accrued on the books, all other overtime hours worked will automatically be paid time to the employee as overtime until the maximum accrual of two-hundred-forty (240) hours is reduced. Upon separation from the City, employees will be compensated in their final check for CTO earned but not taken.

#### II. FIRE PROTECTION PERSONNEL

Fire Protection Personnel may, at his or her discretion, request compensatory time off (CTO) in lieu of receiving overtime payment; however, the employee may not exceed two-hundred-forty (240) hours of accumulated CTO. Once two-hundred-forty (240) hours of compensatory time is accrued on the books, all other overtime hours worked will automatically be paid time to the employee as overtime until the maximum accrual of two-hundred-forty (240) hours is reduced.

All CTO will be carried forward at the end of the fiscal year. Upon separation from City service, employees will be compensated in their final check for compensatory time off earned but not taken.

E.	Standby Time
----	--------------

Standby Pay is defined as on-call for 16 hours a day during the workweek and 24 hours per day on weekends or holidays where the employee is physically able and ready to respond to any City of Ione alarm/emergency to include, but not limited to, water treatment plant and distribution system, wastewater treatment plant and collection system, storm water drainage system, streets and street lighting system, and parks and recreation facilities issues. Individuals on standby time must stay within a 30 minute response time to the City of Ione Offices.

An employee on standby will be paid \$3.00 an hour for 16 hours during the week and \$3.00 an hour for 24 hours on weekends and holiday. If the employee is called out for an emergency they will be paid a minimum of 2 hours of regular pay (or overtime for any hours worked in excess of forty (40) hours in a workweek), without the standby pay, up until the situation is resolved and after that the employee shall return to standby status at \$3.00 an hour pay, until called out again.

Employees shall contact their Supervisor before responding to any calls. Supervisors or their designees shall be the only persons to authorize call outs.

F.	Effect of Sick Leave, Vacation Time and Compensatory Time on Overtime
----	---

Overtime at time and one-half and/or Compensatory Time at time and one-half shall be earned only after an employee has actually worked 40 hours in a workweek (or in excess of FLSA 7(k) overtime limits). **Vacation time, personal leave, compensatory time taken, holiday time, administrative leave, and/or sick leave will not count toward the overtime calculation.**

G.	Payday
----	--------

Paychecks are delivered to each appropriate department head or designee every two weeks on a Friday before the **end of the workday** following the Monday that the time cards are turned in.

Employees may be paid by check or through direct deposit of funds to the financial institution of their choosing.

If an employee resigns, his or her paycheck will be available on the next regularly scheduled payday.

If possible, when an employee is terminated involuntarily, his or her paycheck will be available at the time of discharge. Otherwise, his or her paycheck will be available by the next regularly scheduled payday.

The employee's final paycheck will include payment for all wages due and not previously paid and for accrued but unused vacation leave and/or CTO time, and applicable sick leave in accordance with the sick leave policy, minus authorized deductions.

All pay-rate changes, including but not limited to, salary step increases, withholding amount modifications, etc., will take affect the first full pay-period following the event.

<b>Chapter Name</b>	<b>12. Employee Travel and Reimbursement</b>
---------------------	--

Employees will be reimbursed for reasonable expenses incurred in connection with approved travel on behalf of the City.

Travelers seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid the appearance of impropriety. If a circumstance arises that is not specifically covered in the travel policies, the most conservative course of action should be adopted.

Travel for staff must be authorized in advance. Travelers should verify that planned travel is eligible for reimbursement before making travel arrangements. Upon completion of the trip, and within 30 days, the traveler must submit a Travel Request/Expense Report and supporting documentation to obtain reimbursement of expenses.

Exempt employees will be paid their regular salary for the time in which they travel. Nonexempt employees will be paid for travel time in accordance with federal and state wage payment laws.

Examples of non-reimbursable expenses include, but are not limited to: personal portion of any trip; political or charitable contributions; family expenses including partner's expenses when accompanying employees as well as children or pet-related expenses; alcoholic beverages; gratuity, entertainment expenses including movies, sporting events, or other cultural events; non-mileage auto expenses including repairs, traffic/parking citations, insurance or gasoline; and personal losses incurred while on City business.

<b>A.</b>	<b>Transportation</b>
-----------	-----------------------

1. Airfare. Coach class priced on round-trip purchase; or one-way (both directions) whichever is most cost effective. Every attempt should be made to secure advance pricing.
2. Automobile. Mileage will be reimbursed based on current IRS mileage rates. These rates are intended to compensate the driver for gasoline, insurance, maintenance and other expenses. This amount does not include bridge and road tolls, which are also reimbursable when necessarily incurred. Every attempt to travel in a City vehicle should be made prior to using a personal vehicle. Please also see the Vehicle & Motorized Equipment Policy.
3. Car Rental. Economy, compact or mid-sized rentals only. If several officials and/or employees are sharing a car rental, a larger size may be appropriate. Attempts

should be made to acquire the lowest rate through competitive shopping and advance reservations. Applicable loss damage waiver insurance is encouraged. Car rentals may be considered an alternative to airfare or mileage reimbursement where the cost of airfare or mileage equals or exceeds the cost of car rental.

4. Taxis/Shuttles. Taxis or shuttle fares may be reimbursed, including a gratuity not to exceed 15 percent per fare, when the cost of such fares are equal to or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

<b>B.</b>	<b>Lodging</b>
-----------	----------------

1. Conference/Meetings. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, see below.
2. Other Lodging. Travelers must request government rates, when available. A listing of hotels offering rates in different areas is available through the State of California's "Lodging Guide Program." Lodging rates that are equal to or less than government rates are presumed to be reasonable and reimbursable for purposes of this policy.

<b>C.</b>	<b>Meals</b>
-----------	--------------

1. While Traveling. Employees authorized to travel for City business may claim reimbursement for meals in accordance with the following schedule: Breakfast - \$10.00; Lunch - \$15.00, Dinner - \$25.00.
2. Eligibility. Eligibility for meal reimbursement shall be in accordance with the travel times indicated below:

IF TRAVEL DEPARTURE TIME IS:	OR TRAVEL RETURN TIME IS:	MEAL ELIGIBILITY
Before 6:30 a.m.	After 8:30 a.m.	Breakfast
6:30 a.m. or after and before 11:00 a.m.	After 1:30 p.m.	Lunch
11:00 a.m. or after and before 6:30 p.m.	After 6:30 p.m.	Dinner

3. Non-Travel. Purchase of meals for a group that are paid by the City are, in general, limited to those that serve a valid business purpose. A detailed receipt must be submitted for reimbursement, which includes the names of attendees, along with the purpose. Employees are expected to exercise good judgment.



4. For overnight travel the costs of meals shall be the maximum reimbursement amount as provided in a single calendar day in accordance with the schedule in Section C(1).
5. When claiming per diem meal reimbursement no receipts shall be required for reimbursement. However, at the sole discretion of the City Manager, or his/her designated representative, an employee may be required to submit substantiating evidence, including, but not limited to, a personal affidavit stating that the claim meets the requirements of this policy. Per Diem meal reimbursements may also be provided in advance of travel.
6. No reimbursement shall be made for meals within a twenty (20) mile radius of the City or the employees' residence without the prior approval of the City Manager, or his/her designated representative.

<b>D.</b>	<b>Other</b>
-----------	--------------

The City will reimburse the cost of the first checked luggage only. Internet, phone and fax expenses incurred on business will be reimbursed upon submission of a photocopy of the bill and reasonable justification that the expense was necessary for business.

If traveling with a City issued credit card, employee **must** adhere to the **credit card policy**. It should be recognized that some expenditures may be subject to reporting under the Political Reform Act and/or other laws or may be prohibited altogether.

All City expenditures are public records subject to disclosure under the Public Records Act. Violation of this policy, improper use of public resources or falsifying expense reports may result in any or all of the following: loss of reimbursement privileges; a demand for restitution to the City; Civil penalties up to the maximum per day and three times the value of the resources used; prosecution for misuse of public resources; disciplinary action, up to and including termination, dependent upon the severity and frequency.

<b>Chapter Name</b>	<b>13. Employee Benefits</b>
---------------------	------------------------------

See Appendix "D" attached.

<b>Chapter Name</b>	<b>14. Paid Leave</b>
---------------------	-----------------------

<b>A.</b>	<b>VACATION LEAVE</b>
-----------	-----------------------

#### 1. Vacation Accrual Rates

For employees working an eighty (80) hour bi-weekly work schedule, vacation leave shall accrue at the rates described below:

- 1-3 years' continuous service: 3.077 hours biweekly or 80 hours annually

- 4- 8 years' continuous service; 4.615 hours biweekly or 120 hours annually
- 9+ years' continuous service: 6.154 hours biweekly or 160 hours annually

For fire protection personnel working a modified bi-weekly work schedule pursuant to FLSA 7(k), vacation leave shall accrue at the rates described below:

- 1-3 years' continuous service: 3.693 hours biweekly or 96 hours annually
- 4- 8 years' continuous service; 5.539 hours biweekly or 144 hours annually
- 9+ years' continuous service: 7.385 hours biweekly or 192 hours annually

## 2. Maximum Vacation Accrual

Effective the first biweekly pay period in January 2019 vacation hours shall be "capped" to a maximum vacation accrual level of 240 hours. Once the maximum vacation accrual is reached, no additional accruals will take place and the employee will cease to have additional vacation credited. Once the employee takes vacation that reduces his or her accrued vacation below the maximum accrual level, additional accruals will again take place up to the maximum vacation accrual limits.

## 3. Mandatory Use of Vacation

While every reasonable effort will be made to accommodate employee requests for vacation time off the needs of the City shall take precedence. Nothing in this section shall preclude the City Manager, or his/her designated representative, from requiring mandatory vacation up to 126 hours annually during periods that better serve the operations of the City and reduce accrued vacation time.

The City Manager, or his/her designated representative, shall have discretion to allow for an extension of time to use accrued vacation leave.

## 4. Vacation Buyout

At the sole discretion of the City Manager, or his/her designated representative, and upon the request of the employee, the City Manager, or his/her designated representative, may approve payment of up to a maximum of eighty (80) hours of vacation time. The City Manager, or his/her designated representative, may only approve one (1) vacation buyout per employee in any twelve (12) month period. The City Manager, or his/her designated representative, may only approve vacation buyout if the employee has eighty (80) hours of vacation time remaining after the buyout is complete. Such vacation buyout shall be made by separate payroll check subject to usual deductions. The City will make every reasonable effort to assure employees can take appropriate vacation leave.

<b>B.</b>	<b>ADMINISTRATIVE LEAVE</b>
-----------	-----------------------------

Department Heads shall be entitled to take five (5) days of administrative leave each fiscal year all of which will be made available immediately upon hire and available for use at any time. Unused administrative leave will not carry over to the next year.

Department Heads include the following classifications:

City Manager  
Finance Manager  
Chief of Police  
Fire Chief  
Public Works Superintendent

<b>Chapter Name</b>	<b>15. Holidays</b>
---------------------	---------------------

<b>A.</b>	<b>Fixed Holiday Schedule</b>
-----------	-------------------------------

The City observes the following standard holidays and provides all regular full-time and probationary employees time off with pay at their normal base rate unless otherwise provided in this policy.

- A. January 1 - New Year's Day
- B. Martin Luther King Jr. Day
- C. Presidents Day
- D. The last Monday in May - Memorial Day
- E. July 4 - Independence Day
- F. The first Monday in September - Labor Day
- G. November 11- Veteran's Day
- H. Thanksgiving Day
- I. Friday after Thanksgiving
- J. December 24 - Christmas Eve
- K. December 25 - Christmas Day

<b>B.</b>	<b>Paid Floating Holidays</b>
-----------	-------------------------------

Each employee shall have two (2) paid floating holidays each calendar year for use during the year. The paid floating holidays shall be credited to the employee on January 1 of each year. The date of use shall be selected by the employee and require the prior approval of the City Manager, or his/her designated representative. It is intended that this holiday shall take care of days which have special significance to particular employees such as religious holidays, birthdays, anniversaries and the like.

Requests for a floating holiday by the employee shall be as far in advance as possible, but at least fourteen (14) days prior to the date of intended use, except in cases of emergency or special circumstances which would require the immediate consideration of the City Manager, or his/her designated representative. Approval of floating holiday requests cannot be guaranteed.

C.	Holiday Pay
----	-------------

All Holidays shall be paid at eight (8) hours' time regardless of the employee's normal work schedule and shall be paid at the straight hourly rate at the end of each pay period.

Alternative Language for FPP:

Fire Protection Personnel may select annually to receive holiday compensation in one of two methods. Such selection shall be solicited on a form distributed to each eligible employee on or about June 1, of a given year, with the option selected to be implemented by July 1, of that year for the succeeding twelve (12) calendar months through June 30, of the following year.

Option A. Each employee shall be credited with eight hours of paid holiday leave at the beginning of each month (for a total of eleven (11) paid holidays per calendar year). Unused holiday hours shall be paid at the straight hourly rate at the end of each pay period. Employees may opt to carry eight (8) hours holiday into the next pay period providing there is never more than sixteen (16) hours holiday in any one pay period.

Option B. Employee will be credited with eighty-eight (88) hours holiday leave on July 1, to be used by June 30 of the following year. Any holiday leave that is still on the books after June 30, shall be forfeited. Any employee who leaves city employment, or accepts employment in a different city classification, shall be required to pay back to the city a pro-rated amount of holiday time used in excess of eight hours per month from July 1 of that year to the date the employee separates.

D.	Procedure
----	-----------

For those employees who are regularly scheduled to work a Monday through Friday schedule, except, as provided herein, whenever any of the holidays fall on a Sunday, the holiday shall be observed by the City on the following Monday. Whenever any of the holidays fall on a Saturday, the proceeding Friday shall be observed by the City as a holiday. When December 24 falls on a Friday, it shall be observed on the preceding Thursday. When December 24 falls on a Sunday, it shall be observed on the preceding Friday.

Notwithstanding the foregoing, for those employees who are regularly scheduled to work other than Monday through Friday, whenever any of the above-listed holidays fall on a Saturday or Sunday, and that day is an employee's regular work day, the holiday shall be observed on the day before an employee's first regular day off. Whenever a holiday falls on such employee's second regular day off, the holiday shall be observed the day after such employee's second regular day off.

Holidays that fall on an employee's vacation are not to be counted as vacation days taken.

<b>E.</b>	<b>Eligibility</b>
-----------	--------------------

Holiday pay shall be granted to full-time and probationary employees who are in a paid status on the date of the holiday, including paid floating holidays. Employees on a leave of absence without pay on the date of the holiday shall not be granted the holiday. Part-time employees are not eligible for nor will they receive any compensation for holidays unless they work on a scheduled holiday.

<b>Chapter Name</b>	<b>16. Sick Leave</b>
---------------------	-----------------------

This policy describes the benefit and establishes rules and regulations governing the administration of the benefit. Sick Leave is a benefit that provides all eligible City employees paid leave for absences due to:

1. The inability of an employee to be present or perform the employee's duties because of personal illness, off duty injury or confinement for medical treatment.
2. Non-chronic illness of the employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling, biological, adoptive, or foster parent, stepparent, or legal guardian or registered domestic partner's child which requires the employee's attendance subject to the discretionary approval of the employees' Department Head.
3. Employee's preventative medical and dental appointments (within reason) and dependent care are acceptable uses of sick leave.
4. Pregnancy, when a physician has certified as to the employee's physical inability to perform the work due to pregnancy or childbirth.
5. The birth of the employee's child or to care for a newborn of the employee.
6. For victims of domestic violence, sexual assault or stalking:
  - a. Seek medical attention for injuries
  - b. Obtain domestic violence victim services
  - c. Obtain psychological counseling
  - d. Participate in safety planning.

Short-Term Illness. - An absence of scheduled work caused by an injury or illness lasting twenty-four consecutive work hours or less.

Extended Illness. - an absence from work greater than three days (24 hours) of sick leave that is caused by injury or illness. An extended illness may require a doctor's notice and a doctor's release to return to work.

Industrial Accident Leave. - any injury or disease which comes under the State of California Worker's Compensation Insurance and Safety Act.

Non Chronic Illness. - a non-recurring, non-persistent illness. An illness that is not of a long duration.

Preventative Appointments. -Employee's preventative medical and dental appointments (within reason) and dependent care are acceptable uses of sick leave.

Improper Use of Sick Leave. -Evidence substantiating any improper use of sick leave, use of such leave for anything other than a bona fide reason, or any violation of the rules herein shall be considered grounds for disciplinary action, up to and including termination.

Misuse of Sick Leave. -Use of sick leave for that which it was not intended provided.

Pattern of Abuse. -Consistent periods of sick leave usage, for example:

1. Before and/or after weekends.
2. Any one specific day.
3. Continued pattern of maintaining zero or near zero sick leave balances.
4. Excessive use of more sick leave than accrued or granted.

Hospitalization. A stay in a hospital of one night or more that requires the patient to receive continuing care from the hospital staff as required by a physician.

Out-Patient Surgery. A surgery procedure performed on a patient in a hospital, out-patient surgery center or at a physician's office that does not require overnight care by medical professionals as required by a physician.

Job Related Illness or Injury. - An illness or injury that comes under the State of California Worker's Compensation Insurance and Safety Act that occurs to an employee on the job.

<b>A.</b>	<b>Sick Leave Accrual Rates</b>
-----------	---------------------------------

All regular, probationary, temporary, part-time, and seasonal employees shall accrue Sick Leave hours for all hours worked and will be eligible to use Sick Leave hours once accrued. If an employee is to be absent from work due to illness or other allowable reason, the employee must notify the supervisor by telephone within the first half hour of normal reporting time, or earlier, if possible for each day sick.

Regular Full-time employees (includes full-time probationary) will accrue at a rate of 3.078 hours per biweekly pay period or 80 hours per year. For full-time and full-time probationary employees, Sick Leave shall accrue on all paid leave without limit during employment with the City (includes paid holiday, jury duty, bereavement, and compensatory time off hours).

Fire Employees shall accrue sick leave at the rate of 3.692 hours per biweekly pay period or ninety-six (96) hours annually. Paid Sick Leave hours will not accrue during Industrial Accident Leave, Short-term/Long-term disability or any non-paid leave of absence

<b>B.</b>	<b>Maximum Sick Leave Accrual</b>
-----------	-----------------------------------

Effective the first biweekly pay period in July 2019, sick leave hours shall be "capped" at the maximum sick leave accrual levels of 960 hours.

Once the maximum sick leave accrual level is reached, no additional accruals will take place and the employee will cease to have additional sick leave credited. Once the employee is authorized the use of sick leave that reduces his or her accrued sick leave below the maximum accrual level, additional accruals will again take place up to the maximum sick leave accrual limits.

C.	Use of Sick Leave
----	-------------------

Each employee shall have one hour of paid sick leave deducted for each regularly scheduled work hour that employee is on paid sick leave. Sick Leave time taken shall be recorded on each employee's time sheet. Each employee may use Sick Leave as it accrues but will only receive paid sick leave up to the amount of hours that the employee has accrued.

Sick Leave shall begin with the first regularly scheduled work hour absent due to illness or injury requiring the employee to be hospitalized or due to an outpatient surgery procedure or on the job injury.

An employee may be disciplined for excessive absenteeism or tardiness (excused or not) which affects the employee's ability to perform assigned duties; interferes with the efficient or effective operation of City programs, or establishes a pattern of abuse or neglect. Each situation of excessive absenteeism or tardiness shall be evaluated on a case-by-case basis (exceptions may include FMLA leave or other approved leaves of absence).

In the event that an employee becomes ill during working hours and is placed on Paid Sick Leave prior to the close of the work day, such Paid Sick Leave shall be calculated to the nearest hour, unless the requirements are met to directly receive paid sick leave, as outlined in above in this chapter. Should sick time be used for a short-term reoccurring illness of the employee or qualified family member which allows the employee to return to work on a limited basis, the City Manager may, at his/her discretion, deem this to be a special circumstance.

D.	Employees Without Accrued Sick Leave, Compensatory Time Off or Vacation Leave
----	---

In the event an employee has no accrued Sick Leave, Compensatory Time Off, or Vacation Leave, or has used all that has been accrued, and is still unable to return to work, the employee may request an unpaid leave of absence.

E.	General
----	---------

The City may require an employee requesting to return to work after Sick Leave or Leave of Absence for medical reasons, to submit to a medical examination by a physician or physicians approved by the City for the purpose of determining that such employee is physically fit and able to perform the duties of the employee's former position without hazard to the employee, or to the employee's fellow employees, or to the employee's own

permanent health, or to the public. Such examination(s) shall be at the sole expense of the City and the report from the physician shall be made to a Personnel Officer.

In the event that an employee is absent on Paid Sick Leave in excess of three consecutive working days, the employee may be required to file with a Personnel Officer a written statement by a physician certifying that the employee's condition prevented the employee from performing the duties of the employee's position.

If a holiday which an employee is entitled to have off with pay, occurs on a workday during the time an employee is absent on Sick Leave, the employee shall receive pay for the holiday as such and it shall not be counted as a day of Sick Leave.

<b>F.</b>	<b>Unused Sick Leave Retirement Conversion</b>
-----------	--

At the employee's discretion and in accordance with the amendment to the Contract between the Board of Administration, California Public Employees' Retirement System and the City Council, City of Ione which went into effect on December 16, 2005, credit for unused sick leave may be converted to additional service credit per the terms of Government Code Section 20965, as may be amended. In exercising this option to receive additional retirement Credit, employee acknowledges and waves any right to payment under the provisions of Sick Leave Payout under Chapter 16 of this Handbook.

<b>Chapter Name</b>	<b>17. Leave Without Pay</b>
---------------------	------------------------------

An employee who has a need to be absent from work, and who is not eligible for leave with pay, may request to be placed on leave without pay. Leave without pay may be granted by the City Manager in consultation with the Personnel Officer. Leave without pay in excess of one week shall require the approval of the employee's Department Head and the City Manager.

Upon the request of an employee, the City shall discuss the applicability of the Moore-Brown-Roberti Family Rights Act (Government Code section 12945.2 (c)(2)(A) (50 employees) and 12945.2(a) (12 months of service)) and the Federal Family and Medical Leave Act of 1993, and ascertain the applicability of its provisions with respect to any requested leave of absence.

<b>A.</b>	<b>Benefits</b>
-----------	-----------------

An employee returning to work from leave without pay shall be paid the same salary he/she was paid prior to such leave.

An employee on leave without pay shall receive no compensation and shall accrue no compensatory time off, vacation leave, administrative leave, or sick leave while on such



leave. An employee who is on leave without pay shall pay to the appropriate agency all debts usually paid by payroll deductions. The City is not responsible for making any such payments.

Any employee requesting a leave of absence without pay shall utilize all of his/her accrued compensatory time off, vacation leave, administrative leave, and sick leave prior to the start of leave without pay. Determination of the granting of leave of absence without pay is not grievable.

A leave of absence without pay of 30 days or more shall result in suspension of contributions to retirement, life insurance, medical, dental, and other designated benefit plans until the employee is reinstated.

<b>Chapter Name</b>	<b>18. Bereavement Leave</b>
---------------------	------------------------------

The employee that is requesting bereavement leave shall, in writing, notify the Department Head of the time of expected absence and the date of return to work.

Regular employees shall be entitled to a paid leave of absence not to exceed five days for each non-concurrent death in the immediate family.

For the purpose of this policy, immediate family means the employee's parents/step parents, spouse, brother/sister/step-brother/step-sister/half-brother/half-sister, child/step-child, grandparent/step-grandparent, great grandparent/step-great grandparent, domestic partner, grandchild/step-grandchild, great grandchild, brother/sister-in-law, son/daughter-in-law, or any person residing in the employee's household.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. An employee may, with supervisor approval, use any available vacation leave or compensatory time off for additional time off as necessary.

<b>Chapter Name</b>	<b>19. Jury Duty and Witness Leave</b>
---------------------	--

Regular employees who are summoned for jury duty or for the purpose of serving as a witness for the City will receive their regular earnings for hours lost from scheduled work. If the employee is excused from jury duty or witness service within normal working hours, the employee must return to work. Any remuneration received from the Court, except expenses for transportation, meals, and lodging, will be paid to the City.

A temporary, seasonal, or part-time employee called for jury duty will not be compensated for time lost while on jury duty, but shall be entitled to retain the employee's jury fees.

Employees who need to spend time in court on personal cases, or when the appearance as a witness is not connected with his/her official duty, will not be granted a paid leave of absence.

Chapter Name	20. School Activities Leave
--------------	-----------------------------

The Family-School Partnership Act (Labor Code Section 230.8) is a California law that allows parents, grandparents, and guardians to take time off from work to participate in their children's school or child care activities.

Employers with 25 or more employees working in the same location must allow the parent, guardian, or grandparent who has custody of a child enrolled in a California public or private school, kindergarten through grade twelve, or licensed child day care facility, to take up to 40 hours (unpaid) each fiscal year (up to eight hours in any calendar month) to participate in activities at their child's school or day care facility. Employees may use their accrued paid time off for the time taken, if they choose.

Chapter Name	21. FMLA/CFRA
--------------	---------------

Employees can request a leave without pay for twelve workweeks for the following reasons under the FMLA/CFRA policy;

1. the birth and care of the newborn child of the employee within 1 year of birth;
2. placement with the employee of a child for adoption or foster care and to care for newly placed child within 1 year of placement;
3. to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
4. when the employee is unable to work because of a serious health condition.
5. up to 26 workweeks per year for care of an ill or injured service member (qualifying exigency). The year begins on the first day of leave.

Public agencies are covered employers without regard to the number of employees employed.

A.	Policy
----	--------

**FMLA leave runs concurrently with, and is not in addition to, the leave entitlements provided by CFRA leave. CFRA leave may be added onto pregnancy disability leave.** At the end of an employee's period(s) of pregnancy disability leave, a CFRA-eligible employee may request a CFRA leave of up to 12 workweeks for reason of birth of her child if the child has been born by this date. There is no requirement that either the employee or child have a serious health condition nor is there a requirement that the employee no longer be disabled by her pregnancy, childbirth, or related medical condition before taking CFRA leave for reason of birth of her child.

**An employee must give advance notice if he/she wants to take a CFRA leave.** An employee shall provide at least verbal notice sufficient to make the employer aware the employee needs CFRA qualifying leave. The notice shall state the reason for the leave and its anticipated timing and duration. An employer may require 30 days advance notice before CFRA leave is to begin if the need for the leave is foreseeable. If 30 days is not feasible (e.g., not knowing when leave will be required to begin, a change in circumstances, or a medical emergency),

notice must be give as soon as feasible. Under all circumstances, it is the employer's responsibility to designate leave, paid or unpaid, as CFRA leave. In addition, the employer shall respond to a leave request as soon as possible but no later than ten calendar days after receiving the request.

B.	FMLA/CFRA Eligibility
----	-----------------------

Only eligible employees are entitled to take FMLA/CFRA leave. An **eligible employee** is one who:

- 1) Works for the *City of Ione, or a covered agency*;
- 2) Has worked for the employer for at least *12 months*;
- 3) Has at least *1,250 hours* of service for the employer during the 12 month period immediately preceding the leave; and
- 4) Works at a location where the employer has at least *50 employees within 75 miles* (5 employees for CFRA).

The 12 months of employment do not have to be consecutive. That means any time previously worked for the same employer (including seasonal work) could, in most cases, be used to meet the 12-month requirement.

When an employee requests FMLA leave due to his or her own serious health condition, or a covered family member's serious health condition, the employer may require certification in support of the leave from a health care provider. An employer may also require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition.

Chapter Name	22. Military Leave
--------------	--------------------

The purpose of the Military Leave procedure is to establish how such a leave would impact the affected employee's employment status and benefits.

Employees ordered to report for military duty, will be granted a military leave of absence in accordance with the State of California Military and Veterans Code and Federal law applicable to public employees.

A.	Procedure
----	-----------

1. The first 30 consecutive calendar days of any such absence in a fiscal year will be considered paid leave if the ordered duty does not exceed 180 calendar days (which includes time spent going to and returning from duty) and the employee has been with the City a minimum of one year. Where a leave is unpaid, in most cases, employees may use their available compensatory time off or vacation leave balances for salary replacement. Pay for leave of absence may not exceed 30 days in any one fiscal year.
2. Contributions to retirement, life insurance, and medical and dental plans shall be suspended after the first 30 consecutive calendar days of military leave until the

- employee is reinstated if the employee has been with the City a minimum of one year. However, upon approval of a leave of absence without pay, the employee may elect to continue benefits coverage at his/her own expense, with the exception of retirement.
3. Life insurance and long-term disability insurance benefits will be subject to the terms of the plan and treated the same as with other employees on other leaves of absence without pay.
  4. Employees on active military duty are not entitled to accrue compensatory time off, vacation leave, sick, administrative, and holiday leave benefits.
  5. Except for probationary employees, an employee's salary anniversary date shall be extended if his/her military leave of absence is in excess of 30 days. If an employee's military leave of absence exceeds 30 days, his/her salary anniversary date shall be extended the same length of time as his/her leave of absence, minus the first 30 days (i.e. if the employee's military leave of absence is 45 days, the employee's salary anniversary date shall be extended 15 days). If an employee is required to perform military reserve duties while on probation, his/her probationary period shall be extended the same length of time as the military leave. Such extension of the probationary period is not to cast aspersions on any employee, but simply a way to more accurately monitor employee performance.
  6. Employees who have worked for the City for a minimum of one year prior to the date upon which the military leave for active duty of training begins shall, for the first 180 days of the military leave, have the same rights and privileges to promotion and continuance in their position that the employee(s) would have been entitled to if not on military leave.
  7. Employees returning from military leave for active duty of training are entitled to re-employment rights if:
    - a. The person has given advance written or verbal notice of such military service to the City of Ione
    - b. The cumulative length of the absence and of all previous absences from a position of employment with the City of Ione by reason of military service does not exceed five years; and
    - c. The returning veteran reports to, or submits a copy of the DD-214 to, the City of Ione in accordance with the notice provisions listed.
    - d. As long as the leave of absence is for active duty, upon the termination of the temporary military duty, the employee has an absolute right to be restored to his/her former position and status, or to a position of comparable seniority, status and pay, if such position exists, as long as the duty does not exceed 180 days and the employee is qualified to return to their former position. If no such comparable position exists, the employee shall have the same rights and privileges that he/she would have had if he/she had occupied the position when it ceased to exist and had not taken a temporary military leave of absence.

Exceptions to this policy will occur whenever necessary to comply with applicable laws.

Chapter Name	23. Americans with Disabilities Act
--------------	-------------------------------------

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that require employers with 15 or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position. It is the policy of the City to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the City policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

A.	Procedure
----	-----------

When an individual with a disability requests accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

The City will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to the City. Contact the Human Resource Department with any questions or requests for accommodation.

All employees are required to comply with the City's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until an organizational decision has been made in regard to the employee's immediate employment situation.

Individuals who are currently using illegal drugs are excluded from coverage under the City ADA policy.

The Personnel Officer is responsible for implementing this policy, including the resolution of reasonable accommodation, safety/direct threat and undue hardship issues. As used in this ADA policy, the following terms have the indicated meaning:

Disability. A physical or mental impairment that substantially limits one or more major life activities of the individual, a record of such an impairment, or being regarded as having such an impairment.

Major life activities. Term includes caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.

Major bodily functions. Term includes physical or mental impairment such as any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin and endocrine. Also covered are any mental or psychological disorders, such as intellectual disability (formerly termed "mental retardation"), organic brain syndrome, emotional or mental illness and specific learning disabilities.

Substantially limiting. In accordance with the ADAAA final regulations, the determination of whether an impairment substantially limits a major life activity requires an individualized assessment, and an impairment that is episodic or in remission may also meet the definition of disability if it would substantially limit a major life activity when active. Some examples of these types of impairments may include epilepsy, hypertension, asthma, diabetes, major depressive disorder, bipolar disorder and schizophrenia. An impairment, such as cancer that is in remission but that may possibly return in a substantially limiting form, is also considered a disability under EEOC final ADAAA regulations.

Direct threat. A significant risk to the health, safety or well-being of individuals with disabilities or others when this risk cannot be eliminated by reasonable accommodation.

Qualified individual. An individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.

Reasonable accommodation. Includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, telecommuting, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

Undue hardship. An action requiring significant difficulty or expense by the employer. In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include:

1. The nature and cost of the accommodation.
2. The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons employed at such facility,

the effect on expenses and resources, or the impact of such accommodation on the operation of the facility.

3. The overall financial resources of the employer; the size, number, type and location of facilities.
4. The type of operations of the City, including the composition, structure and functions of the workforce; administrative or fiscal relationship of the particular facility involved in making the accommodation to the employer.

Essential functions of the job. Term refers to those job activities that are determined by the employer to be essential or core to performing the job; these functions cannot be modified.

The examples provided in the above terms are not meant to be all-inclusive and should not be construed as such. They are not the only conditions that are considered to be disabilities, impairments or reasonable accommodations covered by the ADA/ADAAA policy.

Chapter Name	24. Workplace Violence
--------------	------------------------

The City is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at City-sponsored functions.

All City employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or the Human Resources Department. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the City, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

The City prohibits the possession of weapons on its property at all times, including our parking lots or City vehicles. Additionally, while on duty, employees may not carry a weapon of any type, unless required for their position of employment. Weapons include, but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to

open packages, cut string, and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

<b>A.</b>	<b>Background</b>
-----------	-------------------

Workplace violence includes:

1. Threats of any kind.
2. Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others.
3. Behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage or threats of sabotage, or a demonstrative pattern of refusal to follow the City's policies and procedures.
4. Defacing City property or causing physical damage to the facilities.
5. Bringing weapons or firearms of any kind on City Property including parking lots, or while conducting City business.

<b>B.</b>	<b>Reporting</b>
-----------	------------------

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify the Safety Officer, if a potentially violent non-work-related situation exists.

<b>C.</b>	<b>Investigation</b>
-----------	----------------------

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the City will inform the reporting individual of the results of the investigation.

To the extent possible, the City will maintain confidentiality of the reporting party and of the investigation but may need to disclose results in appropriate circumstances, for example in order to protect individual safety.

The City will not tolerate any retaliation against any employee who reports any acts or potential acts of workplace violence.

<b>D.</b>	<b>Corrective Action and Discipline</b>
-----------	---

If the City determines that workplace violence has occurred, the City will take swift corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, and up to termination.

If violent behavior is that of a non-employee, the City will take appropriate corrective action in attempt to ensure that such behavior is not repeated, by way of contact to the local law enforcement.



Under certain circumstances, the City may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, the City may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

<b>Chapter Name</b>	<b>25. Personnel Records</b>
---------------------	------------------------------

The information in the employee's personnel file is permanent and confidential, and must be kept up-to-date. The employee must inform their supervisor immediately whenever there are changes in personal data such as address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency.

<b>A.</b>	<b>Inspection</b>
-----------	-------------------

The employee has the right to inspect his or her own personnel file at reasonable times, at a reasonable place, and on reasonable notice. In addition employees have the right to request copies of all employment-related documents. An employee may only inspect his or her own personnel file and only in the presence of the Personnel Officer or designated Personnel staff. Personnel files are the property of the City and are not to leave the City's premises.

<b>B.</b>	<b>Medical, Proof of Right to Work, Certain Types of Discipline Files</b>
-----------	---

Employee medical records are by State statutes to be kept locked separately from the personnel file. There are certain restrictions that should be placed on the access to medical or personnel files:

1. The Personnel Officers will be responsible for the files. (The fewer managers that have access to these files the less chance of a discrimination or harassment suit.)
2. The Personnel Officers should be the only ones with direct access to these files, provided however that the inspection rights in Section 2 provide for access by the employee or their supervisor.
3. Department Heads should be informed of only that information concerning employee medical conditions relating to work requirements.

Proof of Right to Work documents will be copied and kept separate from the personnel files.

Sexual harassment files and other controversial disciplinary records are kept in a separate locked file, separate from the personnel file.

<b>Chapter Name</b>	<b>26. Dress and Grooming Standards</b>
---------------------	---

The City considers the presentation of the City's image to its customers, suppliers, and the public at large to be extremely important. Since the City's product includes service, and excellent service can only be provided through its employees, the City seeks not only good

performance and conduct from its employees, but also expects them to observe high standards in their personal presentation. Accordingly, while the City has no formal dress code for general employees, it is expected that all employees dress in a manner consistent with good personal hygiene, safety, and good taste. All field work employees are expected to wear apparel the City has provided. Fire Protection Personnel and Law Enforcement Personnel are required to adhere to their department internal policies regarding dress and grooming standards.

If an employee is unclear about dress and appearance guidelines, they are encouraged to consult with a supervisor and/or Human Resource staff. If an employee reports to work in questionable attire or appearance, a notification and/or discussion will occur with the employee to advise and counsel them regarding the inappropriateness of the attire. Depending upon the circumstance, the employee may also be sent home and directed to return to work in proper attire. Any work time lost will be expected to be made up by the employee. Continued or frequent departures from these guidelines will not be permitted and employees who appear to work inappropriately dressed or groomed may be disciplined up to and including termination.

<b>Chapter Name</b>	<b>27. Anti-Nepotism</b>
---------------------	--------------------------

The purpose of this policy is to eliminate actual or perceived conflict of interest and favoritism in the hiring of employees and the employment practices of the City.

All employees and individuals who apply for employment must disclose all relatives and consensual romantic relationships to the City's Personnel Officer. Information regarding consensual romantic relationships shall, if possible, be kept confidential.

Relatives of present employees or an individual in a consensual romantic relationship with a present employee may be hired by the City only if (1) the individuals concerned will not work in a direct supervisory relationship, and (2) the employment will not pose difficulties for supervision, security, safety, or morale.

If employees who marry, or who become related by marriage, do work in a direct supervisory relationship with one another, the City shall make reasonable efforts to reassign one of the employees to another position for which he or she is qualified, if such a position is available.

The City Manager, Department Heads and Supervisors are prohibited from appointing their relatives to positions in City service. Further, Department Heads shall insure that within their departments no management or supervisory employees shall have their relatives under their supervision.

Relatives. Related to an employee by blood or marriage or domestic partnership or whose relationship with the employee is similar to personas related by blood or marriage.

Supervision. The direct authority, direction, or control over an employee in the organization line.

Consensual romantic relationship. Includes all romantic and sexual relationships between employees.

<b>Chapter Name</b>	<b>28. Safety Policy</b>
---------------------	--------------------------

The City is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the City has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel.

Every employee of the City will receive a copy of the Injury and Illness Prevention Program and will receive health and safety training as part of the program.

<b>A.</b>	<b>Employee Responsibility</b>
-----------	--------------------------------

Each employee is required to know and comply with the City's Injury and Illness Prevention Program and follow safe and healthy work practices at all times for the sake of the employee and fellow employees. A copy of the General Industry Safety Orders is maintained by the Safety Officer and is available for review upon request.

<b>Chapter Name</b>	<b>29. City Property; Confidential, and Proprietary Information</b>
---------------------	---

It is the policy of the City to maintain the security of all City property. City property includes not only tangible property, like vehicles and equipment, but also intangible property such as information. All employees share responsibility to ensure that proper security is maintained.

<b>A.</b>	<b>Proprietary and Confidential Information</b>
-----------	---

Proprietary information includes all information obtained by City employees during the course of their work. This Manual, for example, contains proprietary information. Confidential information is any City information that is not known generally to the public or the industry. Customer lists, customer files, personnel files, computer records, financial data, process descriptions, and research plans, are examples of confidential information.

<b>B.</b>	<b>Procedure</b>
-----------	------------------

Given the nature of the City's business, protecting proprietary and confidential information is of concern to the City. This information is one of the most important assets of the City. It enhances the City's opportunities for future growth, and indirectly adds to the job security of all employees.

Employees must not use or disclose any proprietary or confidential information that they obtain during employment with the City except as required by their jobs. This obligation remains even after an employee's employment relationship with the City is terminated.

<b>C.</b>	<b>Classified Information</b>
-----------	-------------------------------

If an employee is in a position that gives him or her access to sensitive material, that employee may be asked to sign a written nondisclosure agreement.

<b>D.</b>	<b>Obligation on Termination of Employment</b>
-----------	--

On termination of employment, whether voluntary or involuntary, all City documents, computer files, and other tangible City property in the employee's possession or control must be returned to the City.

<b>E.</b>	<b>Public Records Act Requests</b>
-----------	------------------------------------

The California Public Records Act (CPRA) is a California state law that gives the public the right to inspect and copy most records retained by governmental agencies in the course of business. The CPRA regulates the public's access to the records and contains limited statutory circumstances when records need not be disclosed. With the exception of Police and Fire Department records, the City Clerk is responsible for responding to requests for public records as the custodian of records. Prior to the release of any public documents, the City department should consult with the City Attorney and City Clerk to ensure confidential documents are not released.

<b>Chapter Name</b>	<b>30. Non-Fraternization</b>
---------------------	-------------------------------

The purpose of this policy is to promote the efficient operation of the City's business and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security, and morale, and possible claims of sexual harassment. Managers, supervisors and Department Heads are forbidden to date, or pursue romantic or sexual relationships with employees whom they supervise, directly or indirectly. Employees who violate this guideline will be subject to discipline, up to and including termination.

<b>Chapter Name</b>	<b>31. Conflicts of Interest</b>
---------------------	----------------------------------

Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. They are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between the employee's personal interests and the interests of the City.

<b>A.</b>	<b>Conflicts</b>
-----------	------------------

A conflict of interest exists where the employee's loyalties or actions are divided between the City's interests and those of another, such as a competitor, supplier, or customer. Both the fact and the appearance of a conflict of interest should be avoided.

Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor, City Clerk, City Attorney, Personnel Officer, or City Manager for clarification.

<b>B.</b>	<b>Conflicts to Avoid</b>
-----------	---------------------------

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts, from which employees should refrain, include the following:

1. Accepting personal gifts or entertainment from customers, suppliers, or potential suppliers;
2. Working for a supplier, or customer;
3. Using proprietary or confidential City information for personal gain or to the City's detriment;
4. Having a direct or indirect financial interest in or relationship with a customer, or supplier;
5. Using City assets for labor or personal use;
6. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the City; or
7. Committing the City to give its financial or other support to any outside activity or organization; or
8. Developing a personal relationship with a subordinate employee. (see Non-Fraternization policy).

<b>C.</b>	<b>Disclosure</b>
-----------	-------------------

If an employee or someone with whom an employee has a close relationship (a family member or close companion) has a financial or employment relationship with a customer, supplier, or potential supplier, the employee must disclose this fact in writing to their supervisor, Personnel Officer, City Clerk, City Attorney, or City Manager.

Employees should be aware that if they enter into a personal relationship with a supplier or customer, a conflict of interest may exist which requires full disclosure to the City. Employees may engage in outside employment, provided that they disclose such employment and get written approval from their immediate supervisor. Written approval is to be obtained annually. Written approval needs to be sent to the Human Resource Department so that it can be retained in the employee's personnel file.

<b>D.</b>	<b>Discipline</b>
-----------	-------------------

Failure to adhere to this guideline, including failure to disclose any conflicts or to seek an exception, will result in discipline, up to and including termination.

<b>Chapter Name</b>	<b>32. Awards and Recognition</b>
---------------------	-----------------------------------

The City may provide recognition for its' employees for their employment service anniversaries and retirements. Acts of heroism, extraordinary community service, and performance on the job over and above the normal expectations which results in a substantial benefit to the City and its citizens may be recognized at the discretion of the individual Department Head and/or City Manager.

<b>Chapter Name</b>	<b>33. Vehicles &amp; Motorized Equipment Policy</b>
---------------------	--

The City has developed policies and directs its employees to comply with the policies regarding the use of City-owned passenger vehicles, patrol cars, and trucks by all City officers, employees, and volunteers, including elected and appointed department directors. If the provisions of federal, state or locals laws or regulations, or those contained in other departmental policies, are more stringent than the provisions contained herein, those more stringent requirements shall prevail. Please read the City's Vehicle and Motorized Equipment Policy (See Appendix "A") carefully if you use vehicle for City business.

The operation of a City-owned vehicle is a privilege that may be withdrawn at any time for cause.

<b>Chapter Name</b>	<b>34. Internet, E-Mail, Cell Phone use, Social Media, and Electronic Communications Policy</b>
---------------------	---

The City believes that employee, elected official, and appointed official access to and use of the Internet, e-mail, and other electronic communications resources benefits the City and makes it a more successful municipality. However, the misuse of these resources has the potential to harm the City's short and long term success.

This policy establishes acceptable and unacceptable use of the Internet, e-mail, social media, and other electronic communications. This policy also establishes the steps the City may take for inappropriate use of the Internet and e-mail.

E-mail is intended for City-related purposes only. All e-mail communications regarding City business are the property of the City of Lone. The City reserves the right to retrieve and make proper and lawful use of any and all communications transmitted through the e-mail system. The City e-mail system is not intended to be and may not be used for the electronic storage or maintenance of City records.

The City owns software and systems that monitor and record all Internet use. Employees should be aware that the City's security system can record each website visit, chat, email

message, and file transfer into and out of our internal networks. No employee should expect privacy while using the Internet on a City computer or City issued cell phone. Consequently, e-mail users shall have no reasonable expectation of privacy in communications sent over the e-mail network as e-mail communications are not confidential. The City, in general, has no desire to invade the personal privacy of employees when there is no business need. However, employees should not expect and do not have any privacy rights when using City owned equipment. Users should be aware that the data they create on City systems remains the property of the City.

<b>A.</b>	<b>Records Management</b>
-----------	---------------------------

E-mail generates correspondence that may be recognized as official records in need of protection/retention in accordance with the California Public Records Act. Therefore, electronically stored records such as e-mail are subject to retention requirements.

In general, e-mail communications fall into the following categories:

1. Records that document the business of the City, such as e-mails that contain significant policy decisions, requests and replies to request for public information or direction to staff or consultants, etc. should be printed/saved, filed and retained pursuant to the City's Records Retention Program.
  - a. Examples of e-mail correspondence from the public for retention include:
    1. Complaints from the public and responses to complaints.
    2. E-mail from the public that requires follow up/response by City staff.
    3. E-mail to the public that reflects official action taken by City staff.
    4. Comments received from a citizen regarding a matter on the City Council agenda.
    5. Public records requests.
2. Non-records such as preliminary drafts, notes, informal communication between staff or staff and consultants, personal messages, announcements, interagency or intra-agency memoranda that do not reflect the position or are unrelated to the business of the City and do not contain information of significant or lasting value, that are created for the City's convenience only and the information provides general information, such as announcing the dates and times of meetings, responses to list serves, and request for general city information other than public records, etc. need not be saved. These records should be deleted once the information is understood or communicated (i.e. if it is an announcement of a meeting, place the meeting on your calendar and delete the announcement).

Generally, the sender of the e-mail should be the person responsible for printing/saving and filing it, but persons responsible for a particular program or project file shall be responsible for retaining all e-mail that they send or receive related to that program or project.

Periodically, the City receives requests for inspection or production of documents as well as demands by subpoena or court order for such documents. E-mail messages that are records

that relate to a claim or a potential claim against the City must be preserved. Examples of e-mails related to a claim or a potential claim include e-mails regarding events likely to lead to a future claim or lawsuit (i.e. injuries or property damage being blamed on the City or its employees, or other disputes between the City and third parties such as property owners, applicants and contractors).

<b>B.</b>	<b>Storage of E-mail</b>
-----------	--------------------------

To ensure maximum efficiency in the operation of the e-mail system:

1. Staff is encouraged to delete e-mail messages from their inboxes once they are no longer needed.
2. All incoming and sent e-mails that are older than 90 days should be sent to the trash folder on a daily basis.
3. All deleted items (trash folder) that are older than 30 days should be PERMANENTLY deleted from the system.
4. Email is NOT backed-up on a permanent basis. The City stores e-mail only to the degree that allows the City to restore current e-mail in the event of a systems failure.
5. Employees shall not manipulate email setting in the e-mail system in an attempt to bypass the storage requirements set by the City.

<b>C.</b>	<b>User Guidelines</b>
-----------	------------------------

1. Installation of software not pre-authorized in writing by the Department Head is forbidden.
  - a. This includes, but is not limited to; software, email enhancements, Internet add-ons.
  - b. Any approved installation must be legally licensed software.
2. Employees will respect all copyright and license agreements regarding software or publication they access or download from the Internet. The City will not condone violations of copyright laws and licenses and the employee will be personally liable for any fines or sanctions caused by the license or copyright infringement. Any software or publication which is downloaded onto City computer resources becomes the sole property of the City.
3. Computers as well as other systems and devices (i.e. iPads, cell phones, and voicemail accounts) will be password protected to prevent misuse or theft of systems and data by unauthorized persons.
4. The use of a personal mobile device (smartphone, iPad, etc.) in connection with City business is a privilege granted to employees through approval of their Department Head and the City Manager.
5. Employees are expected to report potentially sensitive security incidents and issues to the Human Resource Department. Potentially sensitive incidents include, but are not limited to:



- a. Security breaches of City systems, whether or not resulting in the loss of confidential information, intellectual property, or other highly sensitive information.
  - b. Violations of the City Internet, E-mail, and Electronic Communications Policy.
  - c. Significant instances of misuse or misappropriations of systems and devices.
  - d. Thefts of City information technology assets.
  - e. Any situation which may pose a serious threat to systems and devices or business processes and potentially impact the City's ability to continue operations and provide service to the public.
6. Employees who are assigned a mailbox are responsible for checking their mailbox on a regular basis during the workday for messages. Messages received should be responded to promptly, unless employee is out of the office (i.e. sick, vacation). Employee should use the automatic replies feature in Outlook (out of office assistant) if out of the office for more than one work day. The automatic reply should include the estimated time gone and a contact name and phone number of an alternative City employee.
7. Incidental personal use of the City's e-mail system is permitted. Such messages are subject to the access and disclosure statement set forth in this policy. Employees shall ensure that the content of their e-mail is in compliance with the standards of this policy.
8. E-mail should not be used for broadcast purposes unless the message is of interest to all users.
9. E-mail should be minimized for the communication of confidential information. However, if is used, all confidential information shall be clearly marked CONFIDENTIAL.
10. Employees will only download information and/or publications for official business purposes.
11. All list subscriptions should be for business purposes only. The employee will make sure list servers are notified when the employee leaves the City.
12. The City recognizes that casual personal use of computers, cellular phones, and other electronic devices helps employees gain skills which are valuable to the City. Non-business computer programs may be used to improve the user's keyboard and mouse skills. Internet skills are valuable assets to employees of the City and may be honed by reasonable amounts of casual use of the Internet. Personal use of City equipment may be allowed only for the fifteen-minute period prior to the start of work, during the official morning and afternoon breaks, during lunch, and for the fifteen-minute period immediately following the end of the work day. Such use of City equipment may be permitted or revoked at the discretion of your immediate supervisor.
13. While employees are on duty, computer access is to be used for City business purposes only. Employees who have completed all job tasks should seek additional work assignments. Use of the computer should not interfere with the timely and efficient performance of job duties. Access to computers, the Internet and e-mail is not a benefit of employment with the City. Personal use of the Internet, e-mail, and other electronic communications is prohibited while employees are on duty.
14. Employee access to and use of the Internet, e-mail, and other electronic communications will be monitored as needed.

15. Employees shall not use the Internet or e-mail in an inappropriate manner. Inappropriate use of the Internet and e-mail includes, but is not limited to:
- a. Accessing Internet sites that contain pornography, exploit children, any sites that would generally be regarded in the community as offensive, or for which there is no official business purpose to access.
  - b. Participating in any profane, defamatory, harassing, illegal, discriminatory, or offensive activity or any activity, that is inconsistent in any way with City policies (i.e. policy on sexual harassment or harassment of any form).
  - c. Exploiting security weaknesses of the City's computing resources and/or other networks or computers outside the City.
  - d. Any private, profit-making activity, such as for sale notices and want ads.
  - e. Support or opposition to campaigns for candidates for elected offices or ballot measures.
  - f. Messages of a religious nature or promoting or opposing religious beliefs.
16. Cell phone use is prohibited in the workplace except as needed for work purposes. The prohibition extends to audio recording and video recording using cell phone or like devices. You should be aware that in California it is illegal to secretly record another person(s) without their consent. Likewise, the City prohibits employees from secretly recording or video recording in the workplace. However, notwithstanding the above, the City recognizes casual personal use of cellular phones. It should be kept to a minimum. Such personal use may be permitted or revoked by your immediate supervisor.
17. Cell phones are expected to be on silent during work hours. Ringing cell phones are a distraction to other coworkers and can interfere with productivity. Flexibility will be provided in circumstances demanding immediate/emergency attention. Please keep your personal calls private and do not disturb coworkers.
18. Use of social media sites, even if used off-duty, is not necessarily private. If social networking impacts the City in a negative manner, it becomes the business of the City. The same principles and guidelines found in the City's policies apply to your activities online.

Failure to follow this policy may lead to discipline, up to and including immediate termination. Disciplinary action may include the removal of Internet and e-mail access from their computer or termination of employment with the City.

<b>Chapter Name</b>	<b>35. City Credit Card Policy</b>
---------------------	------------------------------------

The City maintains a credit card account. This credit card account is not intended for regular, day to day use, but rather for special circumstances in which other forms of payment are not easily available.

Department Heads and the City Manager shall be issued City Credit Card's for use on City Business. Additional credit cards shall be available for checkout at City Hall. The checkout form will be completed by employees or councilmembers who are requesting use of the card.

City employees are allowed to use a City credit card for such purposes as:

1. Reservations for City business travel or seminars.
2. Traveling expenses when traveling on City business.
3. Urgent orders when unable to order on open account.
4. One time purchases through a non-regular City vendor.
5. Purchase of training/information manuals.
6. Approved luncheon charges (i.e. interview panels, league).
7. Seminars, conferences in the course of City business.

Personal use of the City credit card is strictly prohibited. When an employee intends to use the City credit card for travel related expenses, they must submit an approved travel request form in order to gain access to the card.

The sign out sheet information consists of the date checked out, reason for use, the approximate expense amount, budgetary account number, and the signature of the employee, and finance staff initials. The employee is required to turn the card in as soon as possible after the use. When the employee turns the card in, they are required to initial the original sign out line and enter the date returned.

When an employee returns the City credit card to the City they must complete a credit card report for all itemized charges made on the card and attach detailed receipts with expense line items included. If the card is used for reservations or meals, the receipt should also detail the names of the people in the party and the relation to City business.

City employees should recognize that the use of the credit card is a privilege and if policies and procedures are not followed privileges will be revoked. Unauthorized charges or failure to follow procedures may result in revocation of use of the credit card or delays in reimbursements. Employees shall be required to pay back any unauthorized charges, including interest accrued.

Should the City credit card be lost or stolen, the Finance Department needs to be immediately notified, within 10 minutes of discovering the card is missing, so that proper action can be taken to prevent fraudulent charges.

Finance Department staff will maintain the credit card records in a manner which provides a clear audit trail.

<b>Chapter Name</b>	<b>36. Education Assistance Policy</b>
---------------------	--

Education assistance is to recognize the skills and knowledge of employees, which are critical to the success of the City. The educational assistance policy endorses personal development through formal education so employees can maintain and improve job-related skills or enhance their ability to compete for reasonable attainable jobs within the City. The City encourages employees to discuss their ambitions and to take outside courses of study.

<b>A.</b>	<b>Eligibility</b>
-----------	--------------------

- a. Only regular full-time non-probationary employees will be eligible for employee education assistance.
- b. Education assistance is to be determined on a case-by-case basis.
- c. Education assistance is for City approved courses. The City will assist in selecting suitable programs and review an employee's efforts to gain education and training.
- d. Employees must obtain, in writing, the approval of his/her Department Head and that of the Personnel Officer prior to enrollment in the training or course. The Department Head and Personnel Officer will obtain approval, in writing, from the City Manager. If prior approval is not obtained, the City will not provide reimbursement.
- e. The training or course must relate directly to the employee's current position with the City or provide credit toward a degree that will better prepare the employee for a future assignment within the City.
- f. The training or course of study must be scheduled on the employee's off duty time and the employee will not be allowed to study during working hours.

<b>B.</b>	<b>Application Process</b>
-----------	----------------------------

- a. A memo indicating the course or courses that are being requested for consideration.
- b. The memo must indicate the estimated cost of tuition and books.
- c. A tuition assistant agreement will be prepared and signed by the City Manager, a Personnel Officer, and the employee.

<b>C.</b>	<b>Reimbursement Process</b>
-----------	------------------------------

- a. Reimbursement will be made at the conclusion of the course of study. Within ninety (90) days after completion of the class the employee shall submit a claim for Educational Cost Reimbursement with supporting documentation to the City Manager indicating the costs paid by the employee for courses and documentation that the employee obtained a passing grade of a "B" or better. Such supporting documentation shall include, but shall not be limited to, course transcripts, receipts for tuition, fees, books and/or other direct costs for participation in the class. An employee's failure to submit a claim within the ninety (90) day time period indicated shall result in a waiver by the employee of any and all educational cost reimbursement for that class.
- b. Reimbursement to the employee will cover only the costs of tuition and books (including lab and other fees directly connected with the course of study) and will not cover minor supplies such as paper, notebooks, pens, and pencils, or any incidental costs such as transportation, travel, internet access and the like.
- c. The educational cost reimbursement shall have a maximum cap of one-thousand-five-hundred dollars (\$1,500.00) per fiscal year per employee regardless of the number of classes completed. Classes may not be carried over from one fiscal year to the next unless prior approval is received from the City Manager.

This policy does not apply to employees who, by the nature of their position, are required to obtain or maintain certification in their field. These expenses may be covered through the departmental budget.

This policy is contingent on appropriations being set aside for training purposes within the respective annual budget or being otherwise approved through City Council action. Actual amount granted is up to the discretion of the City Manager.

While the City expects education assistance to enhance employees' performance and professional abilities, the City cannot guarantee that participation in formal education entitles the employee to continued employment, automatic advancement, a different job assignment, or a pay increase.

<b>Chapter Name</b>	<b>37. Smoking/Tobacco Use</b>
---------------------	--------------------------------

The City prohibits smoking and tobacco use on all City properties and in all City vehicles, including electronic cigarettes. Smoking is defined as engaging in an act that generates smoke, including, but not limited to; using a cigarette, pipe, cigar, or electronic cigarette.

Employees who violate this policy will be subject to the progressive discipline policy as stated in this manual.

<b>Chapter Name</b>	<b>38. Drug and Alcohol Abuse</b>
---------------------	-----------------------------------

The City is committed to maintaining a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by all of its employees.

It is the policy of the City that employees and volunteers not be under the influence of or in possession of alcohol or drugs; nor possess alcohol or illegal drugs or marijuana while subject to duty on City property or vehicles, at City assigned work locations, on duty, on call, on standby, in uniform, on breaks or during meal periods. It is the policy of the City that employees shall not utilize or possess such substances (unless able to produce documentation of the prescription) while they are subject to City duty, sell or provide drugs or alcohol to any other employee or to any person while such employee is on duty nor have their ability to work impaired as a result of the use of alcohol or drugs.

It is the goal of this policy to balance respect for individuals with the need to maintain a safe, productive, and drug-free workplace and to comply with State and Federal Drug-free Workplace legislation.

For more information please see the City's Substance Abuse Policy (See Appendix "B").

<b>Chapter Name</b>	<b>39. Solicitation, Distribution, and Bulletin Boards</b>
---------------------	--

Employees may engage in solicitation on City premises only during their non-working time. Non-working time means time during meals or breaks and before or after work.

Employees may distribute or circulate non-City written materials only during non-working time and only in non-work areas. If an employee is not certain whether an area is a work or non-work area, he or she should consult his or her immediate supervisor for clarification.

<b>A.</b>	<b>Personal Sales</b>
-----------	-----------------------

Solicitation or distribution in any way connected with the sale of any goods or services for profit is strictly prohibited anywhere on City property at any time. Similarly, solicitation or distribution of literature for any purpose by non-employees is strictly prohibited on the City's property at any time.

<b>B.</b>	<b>City Bulletin Boards</b>
-----------	-----------------------------

The City has bulletin boards located throughout the facilities for the purpose of communication with employees.

Postings on these boards are limited to City-related material including statutory and legal notices, safety and disciplinary rules, City policies, memos of general interest relating to the City, local operating rules, and other items.

All postings require the prior approval of a Department Head. No postings will be permitted for any other purpose. Union postings will be considered City business.

<b>C.</b>	<b>News Media</b>
-----------	-------------------

This policy establishes the City's position with respect to employee interaction with the news media, including representatives of print, online, television and radio outlets and all student media.

The City Manager is the designated contact point for the news media and the source of official information about the City. It is the responsibility of City Manager to provide clear and consistent communications and to initiate and/or respond to media requests and to manage those interactions.

An employee or department seeking to publicize a program, event or achievement should contact the City Manager. Similarly, employees or departments contacted by the media are strongly encouraged to notify and use the City Manager as a resource before providing any information or responding to questions.

After contact with a media representative has been established, employees are free to discuss topics related to their areas of expertise, but should not speak on behalf of the City nor interpret City policy unless designated as a spokesperson by the City Manager. If the

City is asked for official comment on an issue, an appropriate spokesperson will be identified by the City Manager.

News media are encouraged to first contact the City Manager prior to visiting City premises. While on City property, media representatives should be accompanied by a member of City staff. Employees who see unaccompanied media are asked to contact the City Manager.

It is the responsibility of the Department Heads and supervisors to communicate and implement procedures to comply with this policy, while also ensuring that free inquiry and freedom of expression within the community are respected and observed.

<b>Chapter Name</b>	<b>40. Employee Recruitment</b>
---------------------	---------------------------------

The process of hiring new employees or promoting employees from within another City department shall be conducted pursuant to the Recruitment Policy attached and incorporated herein as Appendix "C."



City of Ione  
Personnel Policy  
Appendix "A"

Chapter Name	Vehicles & Motorized Equipment Policy
Last Update	July 1, 2019
Prepared by	Sophia R. Meyer, Deputy City Attorney
Approved by	Jon Hanken, City Manager
Resolution No.	

1	Purpose
---	---------

It is the purpose of this policy to specify policy and procedure relative to use and operation of City vehicles and motorized equipment; maintenance and use of privately owned vehicles on City business.

2	Policy
---	--------

The rules set forth in this policy shall be applicable to City officers, employees, and volunteers, including elected and appointed department directors. If the provisions of federal, state or local laws or regulations, or those contained in other departmental policies, are more stringent than the provisions contained herein, those more stringent requirements shall prevail.

The operation of a City-owned vehicle is a privilege that may be withdrawn at any time for cause.

3	City Vehicles
---	---------------

- A. Temporary Vehicle Assignment. City vehicles may be made available on a temporary basis to employees who are performing assignments that require them to travel in the conduct of business. This includes, but is not limited to, travel to and from work sites, to meetings in and outside the City, and to conferences. Employees attending overnight business functions (e.g., conferences) may be allowed to keep assigned vehicles overnight.
- B. Permanent or 24 Hour Vehicle Assignment. City vehicles may be assigned permanently to certain employees under the criteria listed below. Permanent assignment means that the employee is assigned a City vehicle for which he/she has control and responsibility. These vehicles are ordinarily maintained at the employee's work site, but assigned vehicles may be taken home and driven to and from work.

Employees who qualify for assigned vehicles include the following:



1) The City Manager.

2) Additional positions may be added upon the approval of the City Manager

The Public Services Director is responsible for maintaining a permanent vehicle assignment table. Table shall be sorted by department and shall identify all permanent vehicle assignments.

- C. Vehicle Pool. Pool vehicles are to be checked-out only when needed and checked-in upon completion of use. Pool vehicles are to be checked-out and checked-in at City Hall.

4	Insurance
---	-----------

- A. Proof of City self- insurance must be maintained in all City of Ione owned and operated vehicles. Such documents are available from Personnel Officer.
- B. If you are using your personal vehicle for City business, then you are also required to maintain insurance and carry proof of that insurance.

It is suggested that you have limits of at least \$300,000/\$500,000 (this relates to property protection and liability protection) and that you inform your insurance carrier that the vehicle is used at least "incidentally" for work. It is also recommended that you review your insurance needs with your insurance agent.

5	Use of Private Vehicle and Reimbursement
---	--

- A. Use. Department Heads may authorize the temporary use of an employee's vehicle for City business if a City vehicle is not available.
- B. Reimbursement. Compensation for temporary use of private, employee owned vehicles for City business will be equal to the current Internal Revenue Service "per mile" reimbursement rate.
- C. Eligibility. Any person operating a City owned or privately owned vehicle for City business is required to possess a valid California Driver's License of the proper classification and endorsement(s) as appropriate.

The Public Services department is responsible for insuring that regular and temporary employees who operate City vehicles are enrolled in the DMV Pull-Notice Program.

Prior to hiring, all applicants for regular or temporary positions that will operate City vehicles or equipment must provide (at applicant's expense) the Personnel Officer with a current driving record from the Department of Motor Vehicles. The date on which the driving record was obtained shall be no more than 5 business days prior to the proposed hire date. The Personnel Officer will review the driving record to determine whether the applicant can be authorized to drive

City vehicles and/or equipment, and will submit enrollment forms to the DMV Pull-Notice Program as appropriate.

Contracted temporary agencies are responsible for insuring that temporary employees are enrolled in the DMV Pull Notice Program.

6	Operator Responsibilities
---	---------------------------

A. Operators are responsible for each of the following when using a City vehicle:

- Checking fuel level, oil, tires, head and taillights, and turn indicators before use.
  - Performing state mandated vehicle inspections California Highway Patrol criteria.
  - Reporting deficiencies immediately to the Motor Pool.
  - Adjusting front and rear view mirrors.
  - Using seat belts when vehicle is in motion.
  - Requiring all passengers to use seat belts when the vehicle is so equipped.
  - Performing a monthly vehicle inspection and turning for form into the Motor Pool.
  - Operating the vehicle in a safe and law abiding manner. Employees shall be required to observe all traffic rules, regulations, or other courtesies at all times. While operating a vehicle on City business, drivers shall operate vehicles not only in compliance with traffic laws, but in compliance with safe driving practices including, but not limited to:
    - a. Obeying posted speed limits.
    - b. All occupants shall use safety belts properly adjusted and securely fastened. The driver of the vehicle shall ensure that all passengers are properly wearing seat belts. Fines and penalties imposed by a court for violation while on City business shall be the personal responsibility of the driver.
- 9) Using communication radios, and other electronic devices in a safe manner.
- 10) Complying with the most current DMV and California Highway Patrol Bulk Inspection Terminal (BIT) regulations and requirements.
- 11) Complying with the most current Department of Transportation (DOT) drug and alcohol testing protocol as discussed in the City Drug and Alcohol Policy.

B. Operators are prohibited from doing the following when using a City vehicle or while driving for City business:

- 1) Carrying passengers in City vehicles that are not related to City business.

- i. The City Manager or his/her designee may grant approval in writing to carry specific passenger(s) or to use a City vehicle in appropriate circumstances and on a case-by-case basis without amendments to this policy.
- 2) Using the City-owned vehicles for personal reasons.
- 3) Using of tobacco products, alcohol, or controlled substances.
- 4) Carrying hitchhikers
- 5) Using cell phones, laptop computers, tablets, or any type of handheld communications device while driving on City business and/or City time. This includes, but is not limited to placing and receiving calls, text messaging and instant messaging. (Emergency personnel responding to an emergency are exempt from this provision during the course of the response)
- 6) Leaving vehicle keys in unattended vehicles, even when parked in a secured enclosure.
- 7) Leaving the vehicle unlocked when not in use, including when parked in the designated City parking areas for each department. Windows must be rolled up when the vehicle is not in use.

C. Additional Requirements of Employees:

- 1) Employees with three (3) at fault accidents or moving violations within the last two (2) years will not be allowed to drive in the course of their employment. The City has zero tolerance for driving under the influence of alcohol or drugs. The City may impose disciplinary action on an employee for any at-fault violations while operating a vehicle on city business up to and including dismissal from employment in accordance with personnel policies of the City.
- 2) An employee may be prohibited from driving in the course of their employment if in the last five (5) years any of the following have occurred:
  - a. Driving while under the influence (DUI offense;
  - b. Driving while license is suspended or revoked offense;
  - c. Reckless driving or speed contest violation.

The provisions of which impose restriction or prohibitions on operating a vehicle shall apply regardless of whether the at-fault accident, violation, or conviction, was or was not in the course of employment or whether it involved or did not involve the use of the City vehicle.

- 3) Any employee who operates a vehicle regularly or occasionally on City business is required to immediately report suspension or revocation of his/her license to their supervisor, who will in turn advise the Personnel Officer of this fact. **FAILURE TO REPORT A CHANGE IN LICENSE STATUS MAY RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION OF EMPLOYMENT.**
- 4) Parking citations issued to a City vehicle shall be the responsibility of the employee who parked the vehicle.

- 5) Employees shall operate City vehicle in an ordinary, reasonable manner consistent with the intended use of the vehicle. Except for vehicles assigned to the Police Department, they shall not be used in activities which may damage the vehicle.
- 6) The cost of repairing damages to City vehicles resulting from gross negligence, abuse, or willful misconduct by the employee having custody of the vehicle shall be recoverable from the employee.

7	Motor Vehicle Accident and Driving Policy
---	---

- A. The development of careless driving habits by City employees exposes them and others to the risk of injury or death and exposes the City to vicarious legal liability. It is intended by this policy that there be an early recognition of such trends in order to implement effective remedial action at the earliest opportunity.
- B. Accident Scene Procedures: The driver of any City owned vehicle or privately owned vehicle which is being used on City business, and is involved in a motor vehicle collision or incident causing damage to the vehicle or any other property or bodily injury shall follow the following procedures:
  - 1) Take steps to prevent further accidents:
    - a. Park safely out of traffic flow if vehicle is drivable;
    - b. Set out flares or other warning devices.
  - 2) Immediately notify the California Highway Patrol. Should the accident occur outside the city limits the appropriate law enforcement agency must be notified. When notifying the appropriate law enforcement agency, the employee must:
    - a. Request immediate response from the appropriate law enforcement agency to assist accident victims,
    - b. Investigate the accident scene,
    - c. Record the facts surrounding the accident in an accident report.
  - 3) Protect passengers, vehicle and cargo.
  - 4) Exchange information with the other driver:
    - a. Name
    - b. Address
    - c. Telephone number
    - d. Driver's license number, and
    - e. Vehicle license number
  - 5) Get names, telephone numbers and addresses of witnesses.
  - 6) Do not discuss details of accident except with the law enforcement agency or your supervisor.

- 7) Notify appropriate management supervisor. Do not leave the accident scene until cleared to do so by supervisor or appropriate law enforcement agency.
  - 8) Complete City Accident Form and submit to the Safety Officer within 48 hours of the accident.
- C. The employee's supervisor shall investigate the accident. If the supervisor determines that the accident was an avoidable accident, attributable in part or in whole to the employee's conduct, the supervisor shall recommend appropriate disciplinary action consistent with the City policy of progressive discipline and due process. The supervisor shall conduct a thorough investigation and consider all the facts of the incident and the employee's job related driving record before making any recommendation.
  - D. The supervisor shall immediately forward his/her investigation report, including the employee's job related driving record and the action recommended by the supervisor, as well as the original of the Accident Form and a copy of the Law Enforcement Report, to the Safety Officer and affected department head. The employee may submit his/her own statement simultaneously with the supervisor's report.
  - E. The Safety Officer shall review each such report and, in his/her discretion, conduct an independent investigation. The Safety Officer shall recommend to the employee's Department Head the appropriate action to be taken.
  - F. In addition, the Department Head may require the employee to satisfactorily complete a course in driver training or such other appropriate remedial training, in accordance with the goals of this policy.
  - G. The appropriate supervisor shall investigate all cases in which an employee's State driver's license is suspended, if the employee's job duties require driving a motor vehicle. The report shall be forwarded to the Safety Officer for review and his/her transmittal to the Department head.
  - H. This policy is intended to apply only to motor vehicle accidents and in no way shall it limit the right of the City to impose discipline, beyond that applicable to the accident, for violation of any other work rules which have also occurred concurrently with the motor vehicle incident.
  - I. Law Enforcement accident reports will be filed with the State of California Department of Motor Vehicles (DMV) as required by law.

<b>8</b>	<b>Damage to City Equipment Not Attributable to Motor Vehicle Collision or Incident</b>
----------	---

- A. In the event that a City vehicle or equipment incurs damage not attributable to a motor vehicle collision or incident, (i.e., damaged sheet metal resulting from loading operations), the responsible employee to the operator's supervisor must immediately report that damage.
- B. The employee's supervisor shall investigate the damage incurred. If the supervisor determines that the damage was avoidable, attributable in part or in whole to the

employee's conduct, the supervisor shall recommend appropriate disciplinary action consistent with the City policy of progressive discipline and due process. The supervisor shall conduct a thorough investigation and consider all the facts of the damage and the employee's job related driving record before making any recommendation.

- C. The Safety Officer shall review each such report and, in his/her discretion, conduct an independent investigation. The Safety Officer shall recommend to the employee's Department Head the appropriate action to be taken. In those instances where the recommendation of the supervisor and the Safety Officer differ, both shall be forwarded to the City Manager, along with the Safety Officer's explanation of the different recommended actions.
- D. The City Manager shall review each case and take action consistent with the City's progressive disciplinary procedure.
- E. In addition, the City Manager may require the employee to satisfactorily complete a course in driver training or such other appropriate remedial training, in accordance with the goals of this policy.

9	City Driving Record
---	---------------------

- A. Those employees whose duties require them to operate any licensed motor vehicle on City business will be required to possess and maintain a valid California Driver's License. Each such employee shall provide a copy of his or her driver's license to the Personnel Officer and that information will be entered into the California Department of Motor Vehicles Employer Pull Notice Program. Through this Program, the City will be automatically notified if any employee has been convicted of a driving offense, or is accumulating a negligent operator's record, or has had their license suspended/revoked, or has had any other actions taken against the driving privilege or certificate. The Public Services Director shall maintain all California Department of Motor Vehicles' Employer Pull Notice documents and shall notify the appropriate supervisor immediately upon being put on notice by the California Department of Motor Vehicles of any change in the status of an employee's license or other action which affects the employee's ability to perform his or her job requirements or which may require action by the City.
- B. The appropriate supervisor shall investigate all cases in which an employee's state driver's license is suspended, if the employee's job duties require driving a motor vehicle. The report shall be forwarded to the Risk & Insurance Manager for review and his/her transmittal to the Department Director.
- C. The Department Director shall review each case and take action consistent with the City's progressive disciplinary procedure and based upon the facts presented and the recommendations of the supervisor and the Risk Manager.
- D. A record of avoidable accidents shall be maintained for each employee. An avoidable accident is one which would not have occurred but for the inattention, unsafe or

illegal act of the employee. This record shall be reported by the supervisor and taken into consideration when reviewing subsequent accidents.

- E. Employees are required to self-report any DUI arrests to their supervisor as soon after the event as possible.

10	Care and Maintenance
----	----------------------

Operators shall not leave any trash or debris within the vehicles or equipment. Trash and debris shall be deposited in an appropriate trash receptacle at the end of each trip. Vehicles and equipment assigned to an individual shall be that individual's responsibility to clean and wash as necessary to maintain an orderly appearance.

Vehicles assigned to a department, but no particular individual, shall have an individual assigned to assure the department's vehicles are cleaned and washed to maintain an orderly appearance.

Cleaning and washing of City Hall pool cars shall be the responsibility of the Motor Pool.

11	Other
----	-------

Under California law, if the accident resulted in injury, death, or property damage over \$750, the employee must also complete the DMV Form SR1. The Personnel Officer will provide this form. It must be completed and submitted within 10 days of the accident.

The City retains the right to transfer to an alternative position, suspend, or terminate an employee whose driver's license is revoked, or who fails to maintain personal automobile insurance coverage or is uninsurable under the City's insurance policy. Improper, negligent, destructive, or unsafe use of vehicles, as well as excessive traffic and parking violations, can result in disciplinary action, up to and including termination of employment. Any expense incurred is the responsibility of the employee.

Employees must notify a supervisor if City vehicles appear damaged, defective, or in need of repair.

The Internal Revenue Service has regulations that require the value of an employer-provided vehicle used by state and local employees for commuting and personal use to be included in wages. The City includes these as fringe benefits to the employee as required by law.



City of Ione  
Personnel Policy  
Appendix "B"

Chapter Name	Drug-Free Workplace
Last Update	July 1, 2019
Prepared by	Sophia R. Meyer, Deputy City Attorney
Approved by	Jon Hanken, City Manager
Resolution No.	

1	Purpose
---	---------

The City of Ione is committed to maintaining a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. The purpose of this policy is to protect the public and City employees from risks which result from employee drug or alcohol induced behavior.

2	General Information
---	---------------------

While the City of Ione has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job and the influence of these substances on employees during working hours are inconsistent with this objective.

In recognition of the public service responsibilities entrusted to the employees of the City of Ione, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is implemented as administrative policy for all full-time, part-time, extra-help, volunteer and seasonal employees of the City of Ione.

3	Zero-Tolerance Policy
---	-----------------------

It is the policy of the City that employees neither be under the influence of or in possession of alcohol or drugs (including marijuana), nor possess alcohol, illegal drugs, or marijuana while subject to duty on City property, at City assigned work locations, on duty, on breaks or during meal periods. It is the policy of the City that employees shall not utilize such substances while they are subject to City duty, sell or provide drugs or alcohol to any other employee or to any person while such employee is on duty nor have their ability to work impaired as a result of the use of alcohol or drugs.



Employees shall not report to or perform work under the influence of drugs or alcohol or after consuming drugs or alcohol that impair mental and physical capabilities.

Supervisors will be required to review this policy and receive periodic training to recognize how to identify alcohol or drug abusers. Alcohol or drug abuse in the workplace will not be tolerated, and for those employees who experience performance problems related to alcohol and drug abuse, disciplinary action, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse in the workplace. It also outlines the responsibilities of City management personnel and employees. To that end, the City will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism or substandard performance. The City is committed to providing an alcohol and drug-free workplace. Substance abuse affects work performance in lost productivity, quality of work, cooperation with others, motivation, concentration and judgment, and jeopardizes safe working environments.

If the provisions of federal, state, or local laws or regulations, or those contained in other departmental policies are more stringent than the provisions contained herein, those more stringent requirements shall prevail.

This policy complies with both the federal Drug-Free Workplace Act of 1988 (DFWA) and the California Drug-Free Workplace Act of 1990 (CDFWA).

4	Use Of Medically Prescribed Medications
---	---

The use of medically prescribed medications and drugs is not *per se* a violation of this policy; however, employees are forbidden from taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties or operation of City equipment. If an employee is taking prescription medication or drugs, the employee should notify his/her supervisor or members of management or Personnel Officer and provide drug side effect information before beginning work. Should a work performance problem or incident occur, disciplinary action may be taken, up to and including termination, for failure to notify the applicable supervisor or to perform the work-related responsibility assigned.

The City prohibits its employees from being under the influence, using and/or possessing cannabis in any form while on City property, at City assigned work locations, on duty, on breaks or during meal periods.

The Americans with Disabilities Act of 1990 (ADA) includes a provision that emphasizes the intent of the employer not to discriminate against the disabled and to provide reasonable accommodations to those qualified disabled employees who, because of their disabilities, must use legal drugs that result in their impairment.

Employees who fall under this category must have proof in their medical file in order to be covered by the ADA provision. Only supervisors with a clear business reason shall be eligible to access the medical files.

The City has a legitimate business interest in ensuring that employees not work while impaired by the use of drugs or alcohol when doing so might endanger someone, pose a risk of significant risk of damage, or substantially interfere with an employee's performance. The City's business interest outweighs the employee's privacy interest (Gov. Code 12900 et seq).

In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using prescribed medications or drugs, clearance from a qualified physician may be required prior to the employee's release to full duty.

5	Assistance
---	------------

The City is committed to providing reasonable accommodations to those employees whose drug or alcohol problem classifies them as handicapped where and to the extent required under Federal or state law.

While the City will be supportive of those employees who seek help voluntarily, the City will be equally firm in identifying and disciplining those employees who have work performance related problems and who continue to be substance abusers and do not seek help or continue substance abuse even while enrolled in counseling or rehabilitation programs.

6	Application
---	-------------

This policy applies to all City employees. It applies to alcohol and illegal drugs as well as to legal substances, drugs or medications which could impair an employee's ability to effectively and safely perform the functions of the job.

The City reserves the right to search, with the employee present, all areas and property in which the City maintains control or joint control with the employee. Some examples of areas under the City's control are desks, lockers, file cabinets, offices, tool boxes (if not personally owned by the employee), storage rooms and storage areas. The Department Head and/or Personnel Officer shall be present.

If the City has evidence an employee has illegal drugs on City property, regardless of who has control of the area where the drugs are believed to be located, law enforcement authorities will be notified.

When the supervisor of an employee or any City supervisor has reasonable cause to believe an employee is under the influence of alcohol or drugs, that employee shall be ordered by his or her supervisor, or by any City supervisor, to refrain from engaging in further work. Employees must be fully capable of performing their job duties safely and efficiently while at work and may be ordered by supervisors to submit to investigation and chemical testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol.

7	Employee Responsibilities
---	---------------------------

- A. Shall not report to work while his/her ability to perform job duties is impaired due to on-duty or off-duty alcohol or drug use;
- B. Shall not have in his/her possession any illegal drugs or have any alcohol readily accessible while on duty with the City including breaks, meal periods, or on City property;
- C. Shall not use alcohol or drugs which may impair job performance during work hours, on breaks or during meal periods whether on City property or elsewhere;
- D. Shall not, if in City uniform, City provided clothing or any other apparel identifying the employee as a City employee at any time whether on duty or not purchase or possess alcohol or illegal drugs;
- E. Shall not directly or through a third party sell illegal drugs or provide drugs or alcohol to be taken or consumed while on duty or on City premises to any person, including any employee, while either employee or both employees are on duty, breaks, or mealtime;
- F. **Possession of Drugs or Alcohol As part of Official Duties:** Certain employees may be required, as part of their official duties, to be in possession of alcohol or drugs. Possession of drugs or alcohol alone, required of an employee in the course of discharging their duties as employees of the City, shall not be deemed reasonable suspicion under this section. However, employees who are involved in drug prevention or enforcement work are nevertheless subject to testing in the absence of reasonable suspicion. This includes, but is not limited to, employees involved in under-cover drug work, evidence storage, court presentations and similar roles related to prevention of drug and/or alcohol abuse.

- G. If an employee refuses an order to submit to a drug and/or alcohol test, he or she shall be reminded by Management Staff of the requirements and potential disciplinary consequences of such refusal. Where there is reasonable suspicion that the employee is under the influence of alcohol or drugs, and the employee refuses to be tested, the Management Staff shall contact law enforcement if the employee attempts to operate a motor vehicle or there is a potential danger to the employee or others. For the purpose of discipline, the City may consider the failure to submit to a drug or alcohol test as tantamount to a positive test.
- H. Shall be subject to an investigation and to chemical testing for alcohol and/or drugs if his or her supervisor or a manager has reasonable suspicion that the employee is intoxicated or under the influence of illegal or impairing drugs or alcohol on the job, during work hours, on breaks, during mealtime or on City property. Upon this determination, employees shall immediately submit to an alcohol or drug test when directed to do so by a supervisor or management employee. Any employee who refuses to submit to such testing or conducts himself or herself during such testing so as to induce a false, incorrect or invalid result shall be subject to disciplinary action up to and including termination.
- I. Each employee shall notify his/her supervisor and provide medication drug side effect information before beginning work, when taking any medications or drugs (prescription or non-prescription) which may interfere with the safe and effective performance of duties or operation of City equipment; and
- J. Shall provide within a reasonable time (normally within 24 hours of a request) a bona fide verification from a physician or a current valid prescription for any prescription drug or medication taken or identified when a drug screen/test is positive. The employee may be instructed to provide a report from the physician describing the potential effects of the drug on the employee's job performance. The prescription must designate the employee as the person for whom the drug or medication is prescribed.

8	Supervisor Responsibilities
---	-----------------------------

- A. The City is responsible for providing training to Department Heads, Managers and supervisors.
- B. Department Heads, Managers and supervisors are responsible for enforcement of this policy.
- C. Department Heads, Managers and supervisors shall have the authority to order an employee to submit to a drug and/or alcohol test to be undertaken in a manner prescribed by this policy, when Department Head, Personnel Officers, managers or supervisors have a reasonable suspicion that an employee is

intoxicated or under the influence of drugs or alcohol on the job or during breaks or meal periods.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol to the extent that the employee's ability to perform the functions of the job is impaired or to the extent that the employee's ability to perform his/her job safely is reduced.

Existence of reasonable suspicion shall be based on the total circumstances and will normally include more than one of the following factors. For example, alone or any combination of any of the following may constitute reasonable suspicion:

1. Slurred speech
2. Alcohol odor on breath
3. Unsteady walking and movement
4. An accident involving the employee, City property and/or equipment or property where the cause may be symptomatic of suspected use of alcohol or drugs
5. Physical altercation
6. Verbal altercation
7. Deviation from employee's normal behavior
8. Possession of alcohol or drugs unrelated to job responsibilities will be sufficient grounds for reasonable suspicion
9. Information obtained from a reliable person with personal knowledge
10. Increased absenteeism
11. Performance of work with reduced efficiency and/or effectiveness
12. Increased disciplinary actions

- D. The Department Head, Personnel Officer, or supervisor ordering an employee to be required to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs, and shall then notify the City Manager.

The employee's supervisor or the Personnel Officer shall also have the authority to prepare a memo ordering the employee to submit to a drug and/or alcohol analysis at a location and by methods approved by the Personnel Officer. The employee's Department Head, supervisor, or the Personnel Officer is responsible for arranging safe transportation for the employee to the collection site and home.

- F. Any Department Head, Personnel Officer, or supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis shall remind the employee of the requirements and disciplinary consequences of this policy and the disciplinary consequences of insubordination.

Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the Department Head, supervisor, or Personnel Officer should attempt to have the employee wait for a reasonable time for transportation to a safe and comfortable location. The employee should be transported safely, by two fellow employees, to his or her home or to a location designated by the employee.

The Personnel Officer shall be notified when an employee must be transported home. The Personnel Officer shall then proceed pursuant to this subdivision of this policy to investigate the incident and, depending on the results of the investigation, the employee may be subject to discipline up to and including termination consistent with the Memorandum of Understanding or the City's Personnel Policy as applicable to the employee's classification.

- G. Supervisors shall notify a Personnel Officer when they have reasonable suspicion to believe that an employee may have alcohol and/or illegal drugs in his or her possession or in an area not jointly or fully controlled by the City in violation of this policy.

If the Department Head, other supervisor, or Personnel Officer concurs that there is reasonable suspicion of possession of drugs or alcohol, the City Manager shall be notified, who in turn shall notify and receive direction from the City Attorney and Safety Officer.

Supervisors **shall never** physically search the person in question, nor shall they search the personal possessions of employees without the freely given consent of, and in the presence of, the employee and another supervisor. Note that many areas are in the control or joint control of the City and are subject to inspection at any time.

9	Physical Examination and Testing Procedure
---	--

The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, PCP, methadone barbiturates, amphetamines, marijuana and other cannabinoids

10	Pre-Employment Testing
----	------------------------

All applicants for safety-sensitive positions, including current non-safety sensitive employees who promote, demote or transfer to such positions, shall undergo drug testing. Receipt by the City of satisfactory test results is required prior to employment, and failure of a drug or alcohol test will automatically disqualify a new applicant for employment from consideration of employment for a period of one hundred twenty (120) days. Current employees who promote, demote or transfer from non-safety-sensitive to safety-sensitive positions shall obtain a negative test result prior to assignment to a safety-sensitive position.

- L. "Safety-sensitive positions" include positions in which failure to properly perform the function would put the employee or others in risk of physical injury.

11	Alcohol/Drug Test During Employment
----	-------------------------------------

1. **Post-Accident Testing:** If an employee is involved in an accident during the course of performing his/her duties, he or she shall submit to chemical testing.
2. **Random Testing:** Safety-sensitive employees will be subjected to random, unannounced testing for drugs and/or alcohol use at any time, including periods of extended leaves. Each such employee shall have an equal chance at selection for random testing and shall remain in the selection pool even after being tested. The basis for random selection shall be by a scientifically valid random number generation method.
3. If testing is done, the following shall apply:
  - a. If an initial drug screen is positive, it will be confirmed by scientifically accepted methods and if positive, the employee must provide within a reasonable time (normally 24 hours of request) bona fide verification of a valid current prescription for the drug identified in the drug screen or other medically acceptable explanation for the positive test. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his

or her supervisor of the use of a potentially impairing legal drug, the employee may be subject to disciplinary action, up to and including termination.

- b. If an initial alcohol screen is positive, it will be confirmed by scientifically accepted methods for alcohol or drugs. If the confirmatory screen is positive, the employee may be subject to disciplinary action, up to and including termination pursuant to Subsection (3) below
- c. If an employee's alcohol or drug test is confirmed to be positive for alcohol or drugs, the City shall conduct an investigation and consider the appropriate action to be taken

The decision to discipline or terminate will be carried out in conformance with the disciplinary procedures outlined in the City's Personnel Policy, or the current Memorandum of Understanding as applicable to the employee's classification.

12	Confidentiality
----	-----------------

Laboratory reports or test results of chemical tests shall not appear in an employee's official personnel file. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Personnel Officer. The report or test results may be disclosed only to persons whose knowledge thereof is necessary for performance of official duties or in administration of this policy. Disclosures, without employee consent, may also occur when:

- A. The information is compelled by law or by judicial or administrative process;
- B. The information has been placed at issue in a formal dispute between the employer and employee;
- C. The information is to be used in administering an employee benefit plan;
- D. The information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure; and
- E. Release or use of the information is otherwise permitted by law

An applicant or employee shall receive, at his or her request, the results of any drug or alcohol test performed in accordance with this policy within a reasonable time after the results are available.

When disciplinary action is recommended or proposed under this policy, the laboratory reports will be made available to the employee. Employees' and applicants' privacy and dignity will be respected during the drug or alcohol testing process, including collection of a specimen.



This policy shall be posted in conspicuous places within the City, and distributed to all current and all new employees.



City of Ione  
Personnel Policy  
Appendix "C"

Chapter Name	Recruitment Policy
Last Update	July 1, 2019
Prepared by	Sophia R. Meyer, Deputy City Attorney
Approved by	Jon Hanken, City Manager
Resolution No.	

1	Purpose
---	---------

The City of Ione is committed to maintaining the highest standards in employees. The purpose of this policy is to establish a recruitment policy by which the City may obtain qualified individuals to fill vacant positions within the City.

2	Important Information
---	-----------------------

- Employee applications are available at the front desk of City Hall and online at the City website [www.ione-ca.com](http://www.ione-ca.com).
- Applications will only be accepted for current job openings.
- All applicants must submit a City of Ione employment application, along with any other required documents listed on the job announcement in order to be considered in the selection process.
- Applications will be retained and used for other similar job openings for six months following submission.
- Resumes are only accepted when attached to a completed application and cannot be substituted for required employment history.
- Applications and attachments must be received in the Personnel Department by 4:00p.m. (Pacific Time) on the final filing date.
- Only authorized employees and hiring supervisors have access to information submitted.

3	Salary
---	--------

The wage or salary range is shown on the announcement or job recruitment flyer. Advancement within the range is in accordance with wage and salary resolutions approved by City Council. Hiring of any employee at any step above the entry level step must be approved by the City Council.

4	Selection Procedures
---	----------------------

All completed applications and supplemental applications will be reviewed. Based on the information provided in the application documents, the best qualified applicants will be

invited for further examination. All applicants meeting the minimum qualifications are not guaranteed advancement through any subsequent phases of the examination. Depending upon the number of applications received, the examination may consist of an application screening, written exam, practical exam, oral interview or any combination of these. Backgrounds are carefully checked.

<b>5</b>	<b>Hiring Procedures</b>
----------	--------------------------

Employment eligibility lists are established by ranking candidates according to their overall score by examination (written and/or oral). The candidates must be successful in each part of the examination. To fill each vacancy, the hiring department will request applicants from the employment list, and will make a selection from the list. Lists remain in effect for a period not to exceed six (6) months from the close of recruitment.

All positions shall be subject to a one week internal posting requirement followed by an additional one week of open posting if a candidate is not found internally. Internal posting shall include notice to all full-time/part-time/stipend personnel.

<b>a.</b>	<b>Medical Requirements</b>
-----------	-----------------------------

A medical examination may be required, and if so must be satisfactorily completed, after an offer of employment and before a starting date to ensure that essential functions of the position can be performed; some positions may also require psychological testing.

<b>b.</b>	<b>Substance Use Testing</b>
-----------	------------------------------

The City of Ione promotes a drug-free workplace. Substance use testing will be conducted pursuant to the Drug Free Workplace policy.

<b>c.</b>	<b>Fingerprinting/Background Investigations</b>
-----------	---


Upon a conditional offer of employment, all employees are required to submit themselves for fingerprinting so that a criminal background check may be completed. The results of the background investigation may be grounds for revocation of the conditional job offer.

<b>6</b>	<b>Probationary Period</b>
----------	----------------------------

Employees successfully complete a twelve (12) month probationary period prior to obtaining permanent status. An employee may be terminated without cause and recourse during the probationary period.

<b>7</b>	<b>Employment Expenses</b>
----------	----------------------------

Applicants are responsible for any personal expenses incurred during the selection and hiring process unless otherwise approved by the City Manager.

	City of Ione Personnel Policy Appendix "D"
<b>Chapter Name</b>	Employee Benefits
<b>Last Update</b>	July 1, 2019
<b>Prepared by</b>	Sophia R. Meyer, Deputy City Attorney
<b>Approved by</b>	Jon Hanken, City Manager
<b>Resolution No.</b>	

<b>A.</b>	<b>MEDICAL INSURANCE PROGRAM</b>
-----------	----------------------------------

The City shall offer Medical insurance as a contract agency to CalPERS to all eligible employees under the Public Employee's Medical and Hospital Care Act (PEMHCA). Employees may choose from such plans as may be offered by CalPERS Bay Area during the open enrollment period. Employees selecting medical insurance program coverage provided by CalPERS or various private providers under contract to CalPERS shall be subject to the selected plan's rules, regulations and conditions. Employee's seeking benefits under these plans shall be subject to processing and appeals procedures as provided by the individual plan selected. The City's contribution towards Medical Insurance premiums shall be capped at \$1,250.00 per month (or as established in any established bargaining unit M.O.U. or subsequent resolution by the City Council).

**No cash-in-lieu of medical insurance shall be offered** if an employee wishes to decline the medical insurance coverage offered by the City.

**No cash shall be offered to any employee for any amount not contributed to the employee medical premiums.** (i.e. Medical premium = \$800, City of Ione pays \$800, the remaining \$450 of the \$1,250 capped premium amount is forfeited.)

<b>B.</b>	<b>DENTAL AND VISION INSURANCE PROGRAMS</b>
-----------	---

The City shall provide Dental and Vision insurance coverage to full-time regular employees and eligible dependents through Preferred Benefit Insurance Administrators. The City offers the Delta Dental PPO Plan and the basic VSP plan. The plans are currently operated by Delta Dental and Vision Service Plan (VSP) respectively and are subject to their rules, regulations and conditions. Employees seeking benefits under these programs are subject to their processing and appeals procedures. The City reserves the right to change Dental and Vision Insurance providers, provided that the benefits offered are substantially similar. City agrees to pay the full cost of dental and vision insurance programs for employees and eligible dependents.

C.	RETIREE MEDICAL INSURANCE
----	---------------------------

**OPTION A:**

**I. Employees Hired Prior to July 1, 2019**

For covered employees hired on or prior to July 1, 2019, who retire from active City service after five or more years of full-time service with the City of Ione; the retiree medical premium will be paid as follows:

- (1) The City will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;
- (2) CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and
- (3) The City will reimburse the retiree up to \$1,400.00 for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the City directly to CalPERS.

At the time of the death of the Retiree, the City shall continue to pay a percentage of the cost of any spousal supplemental or spousal medical premium dependent upon the years of service credited to the Retiree with the City of Ione:

- 0-5 years of service – No spousal medical premium
- 5 years plus one day to 10 years of service – 50% of the cost
- 10 years plus one day to 15 years of service – 75% of the cost
- 15 years plus one day to 20 years of service – 100% of the cost

**II. Employees Hired On or After July 1, 2019**

For covered employees hired on or after July 1, 2019, who retire from active City service after five or more years of full-time service with the City of Ione; the retiree medical premium will be paid as follows:

- (1) The City will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and
- (2) CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.

The City shall not pay the cost of any spousal supplemental or spousal medical premium and the benefit to the retiree shall cease upon the retiree's death.

#### **IV. Legal Requirements of Affordable Care Act**

If, during the term of this Agreement, the legal requirements of the Affordable Care Act have an impact on City rights and obligations regarding health benefits for City employees, the City and the Employees agree to reopen Chapter 13 – Employee Benefits, in order to meet and confer over such impacts. Unless otherwise mutually agreed to by the City and the Employees, the scope of the meet and confer discussion under this section will be limited to the parties' rights and obligations set forth in Chapter 13 of the Handbook.

#### **OPTION B:**

##### **I. Employees Hired Prior to July 1, 2019**

For covered employees hired on or prior to July 1, 2019, who retire from active City service after five or more years of full-time service with the City of Lone; the retiree medical premium will be paid as follows:

- (1) The City will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;
- (2) CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and
- (3) The City will reimburse the retiree up to \$1,250.00 for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the City directly to CalPERS.

At the time of the death of the Retiree, the City shall continue to pay the cost of any spousal supplemental or spousal medical premium.

##### **II. Employees Hired On or After July 1, 2019**

For covered employees hired on or after July 1, 2019, who retire from active City service after five or more years of full-time service with the City of Lone; the retiree medical premium will be paid as follows:

- (1) The City will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and
- (2) CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.

The City shall not pay the cost of any spousal supplemental or spousal medical premium and the benefit to the retiree shall cease upon the retiree's death.

#### **IV. Legal Requirements of Affordable Care Act**

If, during the term of this Agreement, the legal requirements of the Affordable Care Act have an impact on City rights and obligations regarding health benefits for City employees, the City and the Employees agree to reopen Chapter 13 – Employee Benefits, in order to meet and confer over such impacts. Unless otherwise mutually agreed to by the City and the Employees, the scope of the meet and confer discussion under this section will be limited to the parties' rights and obligations set forth in Chapter 13 of the Handbook.

<b>D.</b>	<b>TERM LIFE INSURANCE</b>
-----------	----------------------------

The City shall provide Term life insurance coverage in the amount of fifty thousand dollars (\$50,000) for each full-time regular employee. Such life insurance program coverage is provided by the CSAC Excess Insurance Authority and is subject to the plan's rules, regulations and conditions. Employees seeking benefits under this program are subject to CSAC Excess Insurance Authority processing and appeals procedures. The City reserves the right to change its' term life Insurance provider, provided that the benefits offered are substantially similar. The City's contribution towards Term Life Insurance premiums shall cover 100% of the premium for this benefit.

The City shall provide Term Life Insurance coverage in the amount of one-hundred thousand dollars (\$100,000) for each full-time management employee. Such life insurance program coverage is provided by the CSAC Excess Insurance Authority and is subject to the plan's rules, regulations and conditions. Employees seeking benefits under this program are subject to CSAC Excess Insurance Authority processing and appeals procedures. The City reserves the right to change its' term life Insurance provider, provided that the benefits offered are substantially similar. The City's contribution towards Term Life Insurance premiums shall cover 100% of the premium for this benefit.

<b>E.</b>	<b>LONG &amp; SHORT-TERM DISABILITY INSURANCE</b>
-----------	---

Employees may voluntarily participate in Long and/or Short-Term Disability Programs through payroll deduction. The City does not sponsor or contribute to these programs, but merely processes employee payments through payroll deduction. Such program coverage is provided by private companies and is subject to the selected plan's rules, regulations and conditions. Employees seeking benefits under these programs are subject to the processing and appeals procedures defined in the plan contract.

<b>F.</b>	<b>EMPLOYEE ASSISTANCE PROGRAM</b>
-----------	------------------------------------

Through the employee assistance program (EAP), the City provides confidential access to professional counseling services. The EAP, available to all employees and their immediate

family members, offers problem assessment, short-term counseling and referral to other appropriate community and private services. Issues may include:

1. Single parenting
2. Depression
3. Anxiety
4. Alcohol and drug problems
5. Compulsive gambling
6. Stress
7. Work-related issues
8. Eating disorders
9. Death and dying
10. Job "burnout"
11. Marital problems
12. Financial/legal concerns
13. Physical abuse

The EAP is strictly confidential and is designed to safeguard an employee's privacy and rights. There is no cost for an employee to consult with an EAP counselor. Costs that are not covered under the program are the responsibility of the employee. Contact a Personnel Officer for more information.

<b>G.</b>	<b>COMPLIANCE WITH CALPERS REGULATIONS</b>
-----------	--

The City agrees to continue to provide retirement benefits in accordance with applicable laws, regulations and administrative procedures promulgated by the State of California and the California Public Employees Retirement System (CalPERS). Modifications to employee retirement benefits shall be made as the result of the adoption by the State of California of the Public Employee's Pension Reform Act (PEPRA - GC § 7522 et seq.) which shall include among other things higher employee contribution rates, lower employee retirement benefit formulas and limits on eligible income subject to retirement.

<b>H.</b>	<b>PENSION PLANS FOR CURRENT EMPLOYEES</b>
-----------	--

Employees hired by the City before November 12, 2010 shall be assigned the appropriate pension plan based on CalPERS regulations, plan and benefit options adopted by resolution of the one City Council and the employee's date of employment with the City. The pension plan formula of benefits and employee eligibility shall be as follows:

- **First Level (Tier 1):** Employees hired by the City on or before November 12, 2010

All employees hired prior to November 12, 2010, are eligible for PERS 2.5% at 55 retirement plan for all regular full-time and part-time employees.

Employees will pay the full 8% of the employee's portion of the PERS retirement



contribution.

- **PEPRA New Members:** Employees hired by the City on or after January 1, 2013 who are not "Classic Members"

All employees hired after January 1, 2013, are eligible for PERS 2.0% at 62 retirement plan for all regular full-time and part-time employees. The employee will pay their portion of the PERS retirement premiums through Payroll.

- **Part-time Employee Retirement:** Part-time employees who exceed 1,000 hours in a fiscal year shall have PERS retirement benefits as per PERS regulations.

I.	PENSION PLAN COST SHARING
----	---------------------------

The City agrees to pay its' full share of "employer contributions" and the employee agrees to pay his or her full share of the "employee contribution" of qualifying wages. As a result of PEPRA the mandatory member contribution for employees hired by the City on or after January 1, 2013 is determined in accordance with the formula established under PEPRA. The mandatory contribution for PEPRA "new members" shall be equal to the greater of 50% of the total normal costs attributable to the 2.7% per year at age 57 benefit plan, as determined by CalPERS, or the current contribution rate of similarly situated employees.

Pursuant to Government Code Section 7522.30 the new employees shall pay at least fifty percent (50%) of the "normal costs" of the CalPERS Retirement Program and the City shall not pay any of the required employee contribution. The "normal cost rate" shall mean the annual actuarially determined normal cost for the defined benefit plan of the City expressed as a percentage of payroll. The current rates for "Classic" or "PEPRA" Safety/Fire/General employees are available from the City Finance Manager.

In the event the "employee contribution" rate is increased by the State of California or by administrative action by CalPERS, the employee will contribute at the new higher rate on the effective date of any such action.

## Employee Handbook Acknowledgment and Receipt

**I have received my copy of the Employee Handbook.** The employee handbook describes important information about the City of Ione, and I understand that I should consult my supervisor or Human Resources regarding any questions not answered in the handbook. I have entered into my employment relationship with the City of Ione voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or the City of Ione can terminate the relationship at will, with or without cause, at any time, so long as there is not a violation of applicable federal or state law.**

I understand and agree that, other than the City Manager, no manager, supervisor or representative of the City of Ione has any authority to enter into any agreement for employment other than at will; only the City Manager has the authority to make any such agreement and then only in writing signed by the City Manager of the City of Ione upon approval by the City Council.

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with the City of Ione. By distributing this handbook, the City expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time by the City of Ione and the City, or its designated representative, reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. Only the City Council of the City of Ione has the ability to adopt any revisions to the policies in this handbook.

**I understand and agree that nothing in the Employee Handbook creates, or is intended to create; a promise or representation of continued employment and that employment at the City of Ione is employment at will, which may be terminated at the will of either the City of Ione or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document.** I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by the City of Ione or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Name (Print)

\_\_\_\_\_  
Date

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE