

RULES AND REGULATIONS
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SECTION I - MERIT SYSTEM RULES AND REGULATIONS

1.01 ESTABLISHMENT OF A MERIT SYSTEM

- A. By adopting this Resolution, the City Council of the City of Yuba City hereby establishes a Merit System for the City. All Yuba City employees shall be subject to this Resolution.

1.02 DEFINITION

- A. **Scope** Unless the context otherwise requires, the definitions and general provisions herein set forth govern the construction of these rules.

B. **Definitions**

1. **Applicant** means a person who has submitted a written application for employment in accordance with these rules. The term does not apply to one who has either indicated orally or in writing interest in employment or has filed an interest card for employment.
2. **Appointing Authority** means a person or group having lawful authority to appoint or remove persons from positions in the City service.
3. **Appointment** means the offer of and acceptance by a person of a position in the City service in accordance with these rules.
4. **Career Service** means any person regularly employed full or part-time by the City in a permanent position. Does not include persons elected by popular vote and management employees.
5. **Class** means a position or group of positions having duties and responsibilities sufficiently similar that, (i) the same title may be used; (ii) the same qualifications may be required, and (iii) the same schedule of compensation may be made to apply with equity.
6. **Compensation** means salary and other direct pay, plus all employee benefits.
7. **City** means the City of Yuba City, a municipal corporation, and where appropriate herein, "City" refers to City Council, the governing body of said City, or any duly authorized management employee as defined herein.
8. **Contract Employee** means a professional employee who is exempt from the career Service and all other provisions of the Personnel Rules and Regulations, except as otherwise specified by individual agreement approved by the City Council.
9. **Day**: means a period of time between any midnight and the midnight following.
10. **Department Head** means any appointed person who has direct supervision and responsibility for personnel, records, funds, maintenance, and service to be performed by a City Department.
11. **Disability Leave** means the period of time that an employee has a verified limited disability from his/her City position; continues to be employed; and receives benefits under the Short Term Disability Leave Program. Leave of absence without pay rules and regulations related to vacation, sick leave and merit increases shall apply during disability leave period.
12. **Employee** means a person legally employed by the City.

13. Exempt Employee: means a designated executive, administrative, or professional employee as defined by the Fair Labor Standards Act (FLSA) as amended and approved by the City Council.
14. Extra-Help Employee means any employee who is employed for a period of short duration, not to exceed 90 days, (i) for work of a part-time or emergency nature, or (ii) to fill a vacancy in a regularly authorized position.
15. Health Insurance Coverage or Health Plan means medical, dental and vision care benefits as found in the Group Health Plan document dated January, 1987 and subsequent amendments.
16. Hourly Rate means the amount of pay for a full hour's service, as set forth in the Salary Schedule by Classification. Hourly rate is used for ease of administrative and computer computation.
17. Immediate Family means a person related by blood, marriage, or adoption who is a spouse, son, daughter, sister, brother, mother, father, grandfather or grandmother or either husband or wife, or other relative residing in the employee's immediate household.
18. Job Related Disability means any job disabling medical condition, whether permanent or temporary, determined to be caused by the employee's job by legally authorized and constituted authority of the employer and/or the State of California.
19. Layoff means termination of service without fault on the part of the employee because of lack of work, lack of funds or other causes unrelated to the employee's job performance.
20. Limited Term Employee means any employee who is employed to perform a specific mission in a given period of time pursuant to a special program adopted by the City Council.
21. Management Employee means any employee having significant responsibilities for formulating and administering City policies and programs, including, but not limited to, the City Manager and Department Heads.
22. Minimum Qualifications means the minimum qualifications of education, experience, ability, knowledge, license and other requirements set by the City for entrance examinations for appointments, or promotion.
23. Month means a calendar month.
24. Monthly Salary means the amount of individual pay for a full month of service in a range and step established in accordance with the provisions of these rules.
25. Off Duty Time means any overtime worked not immediately preceding or following scheduled work time and when there has been a break in paid service.
26. Part-time Appointment Employees appointments requiring someone less than full-time on either a daily, weekly, or monthly basis. (Part-time appointments of full half-time or more shall be considered in the career service.) Positions of less than half-time shall be considered exempt from these rules unless specified otherwise.
27. Position a group of current duties and responsibilities assigned or delegated by competent authority and requiring the permanent full or part-time services of an employee.

28. Probationary Employee means an employee who has been certified and appointed from an employment list, or has been reinstated after resignation, or has been transferred, promoted, or demoted, but who has not completed the probationary period provided in these rules.
29. Promotion means the movement of an employee from one class to another class having a higher maximum rate of pay.
30. Promotional List means a list of names of City employees who have passed a promotional examination for a class in the City service, and ranked in the order of score earned.
31. Provisional Appointment means an appointment made in the absence of an appropriate eligible list as provided in these rules.
32. Range means a sequence of salary steps used to identify the minimum, maximum and intermediate salary step which may be paid to employees within a class.
33. Regular Employee means an employee who occupies a permanent position, whether part-time (where normal hours exceed or equal half-time), or full-time, in a class which is intended for permanent, career or management type employment
34. Selection Procedure means the process of testing, evaluating, and/or investigating the fitness and qualifications of applicants based on merit procedures, validity and reliability.
35. Separation means any termination of employment. Termination may include death, discharge, layoff, resignation, retirement, automatic resignation, failure to return from leave of absence, or work completion.
36. Step means one of the salary rates identified in the Salary Schedule by Classification which is a specific compensation rate of an employee within the established salary range for his or her class.
37. Temporary Appointment Employees (Limited to six (6) full calendar months in one calendar year). Appointments required when a short-term seasonal increase in work load requires additional employees. Employees are exempt from these rules unless specified otherwise. Temporary appointments may be made for nine (9) months with the approval of the City Manager.
38. Transfer means either: (i) the movement of an employee from one position to another within the same class, but to another department, or (ii) the change of an employee from one position to a position in another class with the same pay range.
39. Week means a period of seven (7) consecutive days.
40. Y-Rate means a monthly salary rate for an individual employee who is greater than the established rate for his/her class.
41. Yuba-Sutter Area means Yuba and Sutter Counties.

1.03 APPLICATION, RESPONSIBILITY AND ADMINISTRATION

- A. **Applicability.** The provisions of this Resolution shall apply alike to all officers and employees of

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the City regardless of the time of creation of the office or the appointment of the officer or employee.

- B. Employment Authority.** Subject to compliance with (i) this Resolution, (ii) any procedures adopted by the City Council, (iii) the resolution establishing an Affirmative Action Program as amended, and (iv) pertinent federal laws and regulations, the City Manager shall have the authority to employ the necessary personnel as authorized by the Council, except as he/she may authorize the head of any department or office to appoint subordinates in such department or office.

Appointments of all management employees (Department Heads) shall be made by the City Council, except as the City Council may authorize the City Manager to make such appointments.

- C. Administrative Responsibility.** The City Manager shall be responsible for the administration of these Personnel Rules and Regulations as provided for by Ordinance No. 778. The City Manager shall, by written administrative directive, rule, policy statement or procedure, implement and interpret these Personnel Rules as may subsequently be required and may delegate any of these responsibilities to the Human Resources Director, under this Resolution, the performance of said duties shall be subject to approval of the City Manager.

The Human Resources Director shall direct the enforcement of these Personnel Rules established by the Council and shall specify such administrative procedures, forms, records, reports and audits as are necessary for the proper administration of these Rules. The Human Resources Director shall keep a file for each employee who will be available to the employee or his/her representative designated in writing; and other authorized persons at reasonable times.

The Human Resources Director may request from other City Department Heads such information in connection with this Resolution as proper and expedient and may assign to other Department Heads such details in connection with the administration of these Rules as deemed proper and expedient.

- D. Delegation of Authority.** Unless otherwise expressly provided, whenever a power is granted or a duty imposed upon a Department Head, the power may be exercised or the duty performed by a deputy of the Department Head or by a person authorized by the Department Head pursuant to law.
- E. Record Keeping.** It is the mandatory duty of the Human Resources Director to keep, or cause to be kept, accurate records reflecting the application of this Resolution.
- F. Employee Cooperation.** All employees of the City shall aid in all proper ways in carrying into effect the rules herein or hereafter adopted.
- G. Equal Opportunity Employment.** In connection with the enforcement of these Rules and with employment in the City service generally, there shall be no discrimination against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, marital status, sexual orientation, physical or mental disability, medical condition, genetic characteristics, veteran status, age, or any other characteristic protected by federal, state, or local law. This policy of nondiscrimination applies to all employment practices, including recruitment, hiring, compensation, benefits, promotion, training, transfer, discipline, layoff, recall, and termination.

If you have any questions regarding this policy or if you have any concerns about workplace discrimination, please let your supervisor or the City Manager know immediately. A complaint procedure is also addressed in the City's Anti-Harassment and Anti-Discrimination Policy. The City will not retaliate against any employee who raises concerns in good faith. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

- H. **Disability Accommodation.** The City will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. If you are unable to perform the essential functions of your job because of a disability, notify the Human Resources Director in writing. You may be required to provide medical certification regarding your disability and need for accommodation. All medical information is kept in a confidential, medical information file and shared only on a need-to-know basis. While the City welcomes your suggestions for accommodations to enable you to perform the essential functions of your job, the City will make the final decision as to what accommodation, if any, to provide.
- I. **Anti-Nepotism.** No employee, prospective employee, or applicant shall be improperly granted or denied employment on the basis of his or her family relationships (with other City employees or with elected or appointed officials). This policy shall also apply to the selection of persons for training programs leading to employment.
1. **Definition of “relatives”.** See definitional section of “immediate family” The City may refuse to assign one spouse to a position under the direct supervision of the other spouse whenever the City receives facts that such an assignment would create operational concerns regarding supervision, safety, security, or morale.
 2. **City rights under the anti-nepotism policy.** Notwithstanding the above provisions, the City retains the right:
 - a. To refuse to place one relative under direct supervision of another relative where such has the potential for creating an adverse impact on supervision, safety, security, or moral or creates potential conflicts of interest.
 - b. To refuse to place two relatives in the same department, division, or facility where such has the potential for creating an adverse impact on supervision, safety, security, morale or creates potential conflicts of interest.
 - c. If two employees become relatives while employed by the City and a) one relative directly supervises the other relative; or b) the relatives work within the same department or division, the City will investigate: i) whether the circumstances described in subsections 1 or 2 above apply; and ii) whether there are any reasonable accommodations that can be made to minimize operational concerns that are anticipated to result regarding supervision, safety, security, or morale. In the event that there are no reasonable accommodations that can be made without causing the City undue hardship, the City shall provide the employee with the least seniority a notice of intent to separate employment and a right to respond to the proposed separation. In the event that an employee is separated pursuant to this section, he/she may appeal the decision to separate to the City Manager pursuant to City Personnel Rule 1.03 Q.
- J. **Anti-Discrimination and Anti-Harassment.** All employees, applicants, and independent contractors (“workers”) working with the City are to be treated with respect and dignity. The City is committed to providing an atmosphere free of all harassment and discrimination based on such factors as race, religion, creed, national origin or ancestry, physical or mental disability, medical condition, genetic condition, pregnancy, childbirth or related conditions, marital status, sex, age, sexual orientation, or any other characteristic protected by law.
1. **No-Tolerance.** Harassment and discrimination are against the law. The City strongly disapproves of and will not tolerate harassment or discrimination of workers by managers, supervisors, or co-workers. Similarly, the City will not tolerate harassment or discrimination of its workers by others with whom the City has a business, service, or professional relationship. Failure to follow this policy may result in disciplinary action, up to and including termination.

2. **Definition of Harassment.** Harassment includes verbal, physical, and visual contact that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Some examples include racial or sexist slurs, ethnic or sexist jokes, posting of offensive statements, posters or cartoons, and unwanted touching or blocking of normal movement.
3. **Definition of Sexual Harassment.** Sexual harassment is a form of harassment. Sexual harassment includes the making of any unwelcome advances and/or visual, verbal, or physical conduct of a sexual nature, as well as offering employment benefits in exchange for sexual favors or threatening reprisals after a negative response to a sexual advance. The definition of sexual harassment includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. Some examples of sexual harassment are: requests for sexual favors, demeaning sexual remarks, leering, making sexual gestures, displaying of sexually suggestive objects or pictures, references to anyone in terms such as "honey," making or using derogatory comments, epithets, slurs, or jokes, comments about an individual's body, touching, impeding, or blocking movements, or any other conduct based upon an individual's sex that creates an atmosphere or environment that interferes with that individual's job performance or is intimidating, hostile, or offensive to that individual.
4. **Reporting Procedure.** If a worker thinks that he or she or one of his or her co-workers has been the victim of harassment or discrimination, that person is required to immediately report such conduct to his or her Department Head. If the worker is uncomfortable about reporting such conduct to this individual, then he or she should immediately report the matter to his or her supervisor. Every complaint that is reported will be taken seriously and investigated thoroughly, as appropriate for the circumstances. If harassment or discrimination is not reported, it cannot be investigated. Every worker's cooperation is crucial. There will be no retaliation against the complaining party either by management or other workers for making, in good faith, a complaint or participating, in good faith, in the investigation of any complaint.
5. **Complaint Procedure.** The following procedures will be followed after a complaint is made:
 - Anyone receiving a complaint of unlawful harassment or discrimination will immediately document the complaint in writing and refer the complaint to the Human Resources Director who will ensure that an immediate, effective, thorough, and objective confidential investigation of the allegation(s) is undertaken.
 - If it is determined that unlawful harassment or discrimination has occurred, effective remedial action will be taken in accordance with the circumstances. Any worker found to be guilty of harassment or discrimination will be subject to discipline ranging from verbal or written warnings and up to and including termination.
 - After the investigation and findings have been concluded, the City will communicate the confidential finding to the complainant and the alleged harasser.
6. **State Agency Resources.** 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 a worker thinks he or she has been harassed, discriminated against, or that he or she has been retaliated against for complaining, that person may file a complaint or obtain additional information from DFEH at 1-800-884-1684.

7. **Participation with Policy**. To achieve the goals of this policy, it is necessary that each worker understand the importance of the policy and his or her individual responsibility to contribute toward its maximum fulfillment. Workers are required to report any and all incidents of harassment and are assured that there will not be any retaliation for having reported, in good faith, any incident of suspected harassment or discrimination.
- K. **Prohibition of Appointment to Inappropriate Class** No person shall be appointed to a position if such person fails to meet the minimum qualifications of the class.
- L. **Political Activity** All City employees are subject to the provisions of Section 3201-3209.5 of the Government Code and Sections 1501-1508, Title V, of the United States Code which states: that all officers and employees whose principal employment is connected with an activity which is financed in whole or in part by loans or grants made by the United States or a Federal Agency are prohibited from using City work time, their own or that of other employees; City owned or controlled property; and/or a City uniform for political activities.
- M. **Merit System Employment** All classes and positions in the City service shall be subject to the Merit system employment provisions of this Resolution unless otherwise specifically excluded herein.
- N. **Concerted Activities** There shall be no concerted activities such as strikes, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the City by the City Employees; Police Officers'; and/or Firefighters' Associations or their members. (FM 7/1/2004 to 6/30/2007) (FF MOU 7/1/2004 to 6/30/2007)
- O. **Severability** Should any provision of these Personnel Rules and Regulations, be found to be Unlawful or unenforceable by a court of competent jurisdiction, or invalidated by subsequent enacted legislation, the remainder of the Personnel Rules and Regulations shall continue in force and effect. Upon occurrence of such an event, the affected group or association and the City shall meet as soon as practical related to the invalidated provision.
- P. **Right to Respond** When an individual's employment with the City ends by other than resignation, excluding Section 2.11C; failure to complete probation; layoff; dismissal as a result of disciplinary action or voluntary retirement, the City shall notify the individual at the last known address that he or she may respond to the City Manager orally or in writing within 15 calendar days of the date of mailing regarding the decision or interpretation of the Personnel Rules that was made in his or her situation which severed employment.

1.04 CLASSIFICATION SYSTEM - BASIC SALARY SCHEDULE COMPENSATION

- A. **Classification System - Basic Salary Schedule** The Classification System - Basic Salary Schedule resolution is established by the City Council and sets forth:
1. A classification for every position in the City Service
 2. A class title for each class.
 3. A salary range or rate for each class.
 4. The salary for each of the steps within a particular salary range.

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5. The hourly equivalent for each salary range.
6. Those classifications eligible for overtime compensation (see Section 2.06E).

In addition the Human Resources Director shall maintain a classification description for each classification outlining the scope of the duties, responsibilities and minimum qualifications required for the class.

B. Other Compensation/Working Conditions With respect to other compensation such as benefits and working conditions refer to Section 2 entitled Employee Benefits and Compensation.

C. Allocation of Positions to Appropriate Classes Every position in the City service shall be allocated to an appropriate class in the Classification System - Basic Salary Schedule. Positions will be allocated to the same class if:

1. The positions are sufficiently similar in respect to duties and responsibilities that the same descriptive title may be used.
2. They demand substantially the same requirements as to education, experience, knowledge, and ability of incumbents.
3. Substantially the same test of fitness may be used in choosing qualified appointees.
4. The same schedule of compensation can be made to apply with equity.

D. Classification Studies

1. Position Studies: The Human Resources Director shall conduct a classification study of proposed additional or presently authorized positions in the City service when:
 - a. Directed by the City Council or City Manager
 - b. The Human Resources Director identifies the need for a review of an existing position or group of positions in a department or departments. In such cases the Human Resources Director may request from the affected employees and appropriate appointing authorities, new statements of the duties and responsibilities of the position or positions under consideration.
2. Each Department Head shall report to the Human Resources Director and City Manager any proposed or implemented material changes in the duties of any position, including the date when such changes are to occur or occurred, in order that the change may be evaluated as to its effect on classification.

E. Amendments to the Classification Plan Recommendations by the Human Resources Director for amendments to the classification plan including the establishment of additional classes, dividing, combining, altering, or abolishing existing classes, shall be made to the City Manager. The recommendation shall consider the duties and responsibilities, qualifications, performance standards, and other related criteria before and after the change, and shall recommend the status of the employees affected. The City Council shall make the final determination as to proposed plan amendments.

F. Appeal of Reclassification Request Any regular employee may appeal the denial by the Human Resources Director of a request to investigate the need for a reclassification that affects their

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position. To appeal the decision, a written request setting forth supporting reasons for reconsideration should be filed with the City Manager within ten (10) days after the notice of denial is received from the Human Resources Director. The City Manager shall respond to the request within ten (10) days. The City Manager's decision shall be considered the final step in this process and is not appealable.

1.05 RECRUITMENT

- A. **General** The Human Resources Director shall establish recruiting procedures and techniques which, within practical limitations of budget and time, will secure qualified individuals to apply for employment with the City. All such recruiting procedures and techniques shall be in accordance with City regulations and all pertinent federal laws and regulations. Management vacancies are excluded from this section unless specifically included by the City Council.
- B. **Announcements** The Human Resources Director shall be responsible for the preparation of announcements for employment selection procedures. Each announcement shall state:
1. The duties and responsibilities of the position.
 2. The appropriate salary range.
 3. The method of evaluating: education, experience and personal qualifications of the applicants.
 4. The place and date to file applications.
 5. Such additional information as may be appropriate.
- C. **Area of Recruitment** The Human Resources Director in conjunction with the appropriate Department Head or Appointing Authority, shall determine whether the area of recruitment shall be within the department, within the Yuba-Sutter area, or within such area beyond the surrounding area as appropriate.
- D. **Applications** All applications must be filed in the Human Resources Department within the time and in the manner specified in the announcement. The time for filing applications may be extended by the Human Resources Director as the needs of the City require. A separate and complete application shall be necessary for each classification for which a selection procedure is held. All applications must be signed. Under no circumstances will applications be returned to the applicants once they are filed and the names of applicants shall not be made public without their consent.
- E. **Notification of Selection Procedure/Results** Each applicant shall be notified of the approval or disapproval of his/her application in such form as may be prescribed by the Human Resources Director.
- F. **Accommodation** If an applicant needs any type of reasonable accommodation as part of the application process, the applicant should notify the Human Resources Director as soon as possible. The City is committed to engaging in the interactive process where appropriate and to providing all eligible individuals with reasonable accommodations. In all situations, the City retains the discretion to determine what accommodation, if any, to provide.

1.06 SELECTION PROCEDURES

- A. **Scheduling Selection Procedures** The Human Resources Director shall schedule selection

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procedures as the current and anticipated needs of the City require.

- B. Types of Selection Procedures** Selection procedures shall be competitive and of such character as to fairly test and determine the qualifications, fitness and ability of competitors actually to perform the duties of the class. Selection procedures may include but are not limited to the following: written tests, tests of physical strength, performance stamina, skills and dexterity. A selection procedure is competitive when applicants are tested as to their relative qualifications and abilities or when a single applicant is scored against a fixed standard.
- C. Minimum Qualifications** The Human Resources Director in conjunction with Department Head or Appointing Authority shall establish minimum qualifications for determining the fitness and qualifications of applicants for each classification of City service.
- D. Causes of Disqualification** The Human Resources Director may make inquiry into the past record of applicants and shall disqualify any whose records in the judgment of the Human Resources Director warrant such action. The Human Resources Director may refuse to examine or, after selection procedures, may refuse to declare as an eligible candidate or may withhold or withdraw from certification prior to appointment, anyone who comes under any of the following categories:
1. Lacks any of the minimum qualifications established for the class.
 2. Is physically or mentally so disabled as to be rendered unfit to perform the duties of the position applied for.
 3. Has intentionally attempted to practice any deception or fraud in his/her application, selection procedure, or in securing eligibility.
 4. Has failed to reply within a reasonable time (as specified) to communications concerning a selection process or availability for employment.
 5. Has indicated that he/she is no longer interested in employment.
- E. Inability to Appear for Testing** In the event an applicant is unable to appear at the designated time and place for a written test, he or she must forego the competition on that selection procedure unless he/she submits in writing one of the following reasons for inability to appear:
1. Through an oversight on the part of the Human Resources Department the applicant was given no notice of test.
 2. The applicant is a City employee who is required on an emergency assignment at the time of examination.
- In the event of such excusable inability to appear, the Human Resources Director may grant an extension of time in which to take such an examination provided that such extension shall not exceed five (5) working days.
- F. Late Arrivals to Examination** The proctor of an examination is authorized to decide whether applicants who arrive late may be admitted to the examination.
- G. Waiver of Selection Procedure(s)** When a selection procedure(s) has been publicly announced and the number of applicants meeting the minimum qualifications for the position is three or less, the Human Resources Director may, after consultation with the appropriate Department Head:
1. Waive the competition entirely and submit the names of applicants meeting the minimum

qualifications to the appointing authority.

2. Revise the conditions of competition to a more practical basis under the circumstances.

H. **Right to Challenge Test Questions** An applicant who finds an ambiguous or doubtful question or item in a written test must call it to the attention of the proctor either during or immediately after the written test. The proctor will then record the nature of the doubt and notify the Human Resources Director. The Human Resources Director will establish from competent authority that the item is proper or eliminate the item if it proves to be improper.

I. **Miscellaneous Provisions**

1. Each applicant will be given written notice of authorization to take selection procedures.
2. All necessary explanations of examinations will be made to the whole group taking the test and no questions will be explained to any individual competitor.
3. Written test shall be so conducted that no test paper will disclose the name or identity of the applicant until the test papers of all competitors have been scored and the passing point established.
4. Each competitor shall be notified by mail of the result of his/her selection procedure, and, if successful, or his/her final score.
5. A competitor who fails a written test will not be allowed to take a second test for the same class if the second selection procedure is scheduled less than sixty (60) days from the date of the previous written test.

J. **Accommodation** If an applicant needs any type of reasonable accommodation as part of the application process, the applicant should notify the Human Resources Director as soon as possible. The City is committed to engaging in the interactive process where appropriate and to providing all eligible individuals with reasonable accommodations. In all situations, the City retains the discretion to determine what accommodation, if any, to provide.

1.07 PROMOTIONS

A. **Filling Vacancies by Promotion** When in the best interest of the City, vacancies in the City service may be filled with City employees, appropriate promotional lists shall be established for this purpose.

B. **Advancement According to Merit and Ability** The Human Resources Director and each Department Head shall encourage efficiency and productivity in the City service and encourage promotional advancement of employees showing willingness and ability to perform the duties assigned to them. Every person in the City service may be given the opportunity to advance according to merit and ability wherever it is in the best interests of the City.

C. **Selection Procedures** Whenever the Human Resources Director in conjunction with the appropriate Department Head or Appointing Authority, determines that the needs of the City so require, he/she may announce and hold promotional selection procedures for purposes of establishing promotional lists.

D. **Promotional Eligibility** A regular employee in an office or department designated by the Human Resources Director as appropriate may participate in a promotional selection process if the

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employee has attained permanent status or has successfully completed six months of probationary status.

- E. **Qualifications** No employee may participate in a promotional selection procedure unless he/she has the minimum qualifications for the position.
- F. **Promotional List** In establishing a promotional list, except as modified by these rules, the names of the employees who successfully completed the selection process shall be placed in the order of their final score. The names of employees who separate from the City service shall be removed from the list.

1.08 RATING

- A. **Use of Whole Numbers** In the grading of all selection procedures, all figures shall be rounded to the nearest whole number.
- B. **Written Test** All written test papers shall be marked and graded under the direction of the Human Resources Director and in accordance with the selection procedures announced. The Human Resources Director shall determine the appropriate pass point on all tests.

- C. **Oral Appraisal Boards**

- 1. A selection procedure for the purpose of appraising the qualifications and fitness of applicants for any position may include, or be limited to, an oral interview. When such an interview is required, all applications will be evaluated by the Human Resources Director or a screening panel. The screening panel shall consist of at least two persons qualified by education or experience to evaluate the qualifications of the applicants for the particular position. Those applicants who appear best qualified during the screening process will be invited for an oral interview before an oral appraisal board.

The names of the candidates with the top five (5) scores who have passed highest in accordance with the procedures herein provided will be submitted to the Department Head who will be responsible for recommending a candidate for final appointment to the City Manager.

- 2. Oral appraisal boards shall be appointed by the Human Resources Director in conjunction with the Department Head or Appointing Authority.
- 3. Interviewer shall mark on forms provided the degree to which, in their judgment, each candidate possesses the desired qualifications. The interviewer's rating shall be a numerical percentage with 70% as the minimum passing rating. The ratings of all the oral appraisal board members shall be arithmetically averaged to determine each competitor's final rating, except that if the final rating is below 70%, but there is not a majority of the board who assign ratings below 70%, the competitor shall be given a rating of 70%, and except that, if a majority of the members assign a rating below 70%, the competitor shall be eliminated regardless of the fact that his average rating may be 70% or more.
- 4. Each member of an oral appraisal board shall place the reason that he/she rated any candidate below 70% in writing in the space provided on the rating sheet.
- 5. Persons related to an applicant by blood, marriage or adoption, are disqualified from rating that candidate during the interview process.

- D. **Appointing Interview** Once an eligible list is established and certified to the appropriate

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Department Head, it is his/her responsibility to interview the candidates and to make a decision based on his/her judgment of education, experience and personal qualifications. In no case can a Department Head or his/her designee make a decision to recommend appointment of a candidate without interviewing all candidates who have been rated higher on the eligible list. The Department Head's decision on an appointment is final only after the City Manager has approved the selection.

1.09 ELIGIBLE LISTS

- A. Establishment of Eligible Lists** After the completion of an examination, the Human Resources Director shall prepare and keep available an eligible list consisting of the names of all applicants who successfully passed the examination.
- B. Order of Names on Eligible List**
1. In establishing an eligible list, successful applicants will be placed on the list in order of their final score. The final score shall be determined by the total of the scores earned by each applicant for each part of the selection process, based on the value assigned to that part of the selection process.
 2. In case of identical ratings (ties) on the final score, the names shall be placed in alphabetical order and reflected as tied on the eligible list.
- C. Alternate Eligible List** Where no eligible list is in existence for a classification, certification may be made from a list established for another classification of the same or higher rank in the same or in a related series if the duties of the class for which the selection procedure was given include substantially all of the duties of the position to be filled, provided that the Human Resources Director finds that the use of the list is in the best interest of the City.
- D. Removal of Names from Eligible List** The names of eligibles may be removed from an eligible list:
1. For any reason set forth in Section 1.06.
 2. On evidence that the eligible cannot be located by the postal authorities.
 3. Upon a statement from the eligible declining an appointment or stating that he/she no longer desires consideration for a position with the City.
 4. After refusal of two offers of appointment to the class for which the list was established.
 5. For failure to respond within a stipulated time after notice of certification, without suitable explanation.
 6. After three certifications for appointment to a position have failed to result in selection in any one or more departments, with appointments in at least two of the certifications being made of persons lower in rank on the eligible list.
- E. Address Change** Applicants are responsible for notifying the Human Resources Department of any address changes.
- F. Effective Date of Eligible List** An eligible list is effective the date on which it is approved by the Human Resources Director.
- G. Duration of Eligible List** All eligible lists shall continue in force for a period of at least six months and may be extended by the Human Resources Director for an additional period not to exceed one

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year. When a list of eligible's, in the opinion of the Human Resources Director, does not meet the demands of the service, but has not expired, the Human Resources Director may order selection procedures to provide additional eligible's, and all successful applicants shall have their names placed on the eligible list in the order of their score as provided in this section.

H. **Use of Eligible List** The Appointing Authority shall have authority to appoint any eligible certified to him by the Human Resources Department.

I. **Order of List** If more than one employment list exists for a class, the lists shall be certified in the following order: a) Re-employment; b) Reinstatement; c) Promotion/Demotion; d) Transfer; and e) Open.

The Human Resources Director may certify more than one list to ensure the top five ranked persons are certified to the department level.

J. **Employment Lists**

1. **Types and Durations** The types of employment lists that may exist and be available for consideration in appointing persons to vacant positions in the classified service includes the following:

a. **Open** This list shall contain the names of those persons who compete in open and open/promotional examinations, and whose examination scores are such that they achieve placement on the open employment list in accordance with Section 1.09(B) of these rules.

b. **Demotion/Promotion** The City Manager may authorize the filling of any vacancy by voluntary demotion of an employee. Upon request of an employee who desires to demote voluntarily to a lower level position for which the employee is qualified, the Human Resources Director may certify the employee to a demotion list for appointment to the lower level position. The duration of certification to such list for each employee shall be in accordance with Section 1.09(G) of these rules notwithstanding a request by the employee to withdraw their name from the list

Promotional lists shall consist only of the names and examination scores of regular employees who have successfully passed each phase of the examination process. Names shall be placed in accordance with Section 1.09(B) of these rules. The duration of the list shall comply with Section 1.09(G) of these rules.

c. **Re-employment** This list shall consist only of the names of regular employees who have separated from City service in good standing. A re-employment list shall be established separately for each classification.

1) Any employee who attained permanent status in the City service and who separates in good standing may make application for reinstatement within one year after the date of separation, and if such request is granted, he or she will be placed on the re-employment list for the class or position from which he or she separated. Such application must be made within one year after the effective date of separation. It shall be referred to the Department Head for recommendation to the City Manager. If the City Manager grants re-employment privileges to such person, his or her name shall be placed on the appropriate re-employment list.

2) The names of persons granted re-employment privileges after separation

shall be placed on the appropriate list in the order of the date of application for re-employment, the earliest application being placed first.

- 3) The names of any person granted re-employment privileges shall continue on the appropriate re-employment list for a period of six months after it is placed there unless extended in accordance with Subsection G. However, the names of any eligible on a re-employment list shall be automatically removed from said list at the expiration of a one-year period. The Human Resources Director may remove the name of any eligible from a re-employment list for any of the reasons set forth in this section.
 - 4) Upon re-employment, the employee, for vacation and sick leave purposes shall be considered as though he/she had received an original probationary appointment
 - 5) Upon re-employment, there shall be no initial clothing allowance or advance other than appropriate safety equipment.
 - 6) Upon re-employment, a former employee will not receive credit for prior service in determining his/her continuous service date for layoff purposes.
 - 7) Upon re-employment, the employee will be required to serve a probationary period.
 - 8) A medical examination may be required of any person requesting re-employment
- d. Reinstatement Non-Safety Employees: This list shall consist only of the names of regular employees who are laid off or who demote into a lower class as a result of the layoff process. This subsection applies to all employees except Police and Fire Unit employees.
- 1) Providing his/her overall performance has been acceptable as reflected by the last performance evaluation with an overall rating of "Fulfills Job Requirements" or better, any person having permanent status in the City service who is laid off or demotes into another class because of temporary or permanent abolishment of his or her position shall have his or her name placed on the reinstatement list for the class from which he or she has been laid off or demoted from in lieu of layoff. Except as otherwise provided in this section, for each vacancy during the life of the reinstatement list, the entire list of eligible's will be certified for consideration by the appointing authority. The Department Head or appointing authority shall re-employ from said employment list as long as there are eligible's on the list. If an eligible declines reinstatement for reasons other than a temporary physical or mental impairment, their name shall be removed from the list.
 - 2) The names of persons laid off or who demote in lieu of being laid off shall be placed on the appropriate re-employment list in the order in which their names appear on the layoff list for the affected class, with those persons having the highest layoff credit being placed at the top of the list in descending numerical order.
 - 3) The name of any person who is laid off or demotes (in lieu of being laid off) into another class shall continue on the appropriate re-employment list for

a period of twelve (12) months after it is placed there.

- 4) Persons to be reinstated must be physically and mentally capable of performing the required job duties. A medical fitness examination may be required by the City.
- e. Reinstatement Police and Fire Unit Employees: This list shall consist only of the names of regular employees who are laid off or who demote into a lower class as a result of the layoff process. This subsection applies to Police and Fire Unit employees only.
- 1) Providing his/her overall performance has been acceptable, any person having permanent status in the City service who is laid off or demotes into another class because of temporary or permanent abolishment of his or her position shall have his or her name placed on the re-employment list for the class from which he or she has been laid off or demoted from in lieu of layoff.

Except as otherwise provided in this section, for each vacancy during the life of the re-employment list, the entire list of eligible's will be certified for consideration by the appointing authority. The Department Head or appointing authority shall re-employ from said employment list as long as there are at least two eligible's interested in or available for the position. If less than two eligible's are available from the re-employment list for the class to be refilled, the Department Head or appointing authority may request additional eligible's lists in accordance with this section until there are at least three (3) eligible candidates' scores.
 - 2) The names of persons laid off or who demote in lieu of being laid off shall be placed on the appropriate re-employment list in the order in which their names appear on the layoff list for the affected class, with those persons having the highest layoff credit being placed at the top of the list in descending numerical order.
 - 3) The name of any person who is laid off or demotes (in lieu of being laid off) into another class shall continue on the appropriate re-employment list for a period of six months after it is placed there.
 - 4) The duration of this list shall be in accordance with Section 1.09(G) of these rules.
- f. Transfer This list shall consist only of the names of regular employees who have requested a transfer to another position having the same classification as any position in which they have held regular employee status within the previous two years. Such transfer requests shall be submitted in writing directly to the Human Resources Director. The duration of transfer lists shall be in compliance with Section 1.09(G) of these rules notwithstanding a request by the employee to withdraw their name from the list.

- K. Request for Inactive Status The name of an eligible who is not available for immediate Certification may, upon request, be placed on inactive status, and may be restored to active status from which it was removed upon request of such eligible, provided said list is still in existence.

1.10 CERTIFICATION AND APPOINTMENT

- A. **Request for Certification** When a vacancy is to be filled, the Department Head shall make a written request for certification to the Human Resources Director which shall include a statement of the tenure and the location of the position.
- B. **Certification** For each vacancy or new position, the Human Resources Director shall certify the top five scores from the appropriate eligible list. If any eligible who is certified is unwilling to accept appointment, and this results in the number of scores dropping below five (5), the Human Resources Director shall certify additional scores equal to the number lost. If the list of eligible's is not sufficient to provide five (5) eligible's willing to accept appointment, the Human Resources Director, after consulting with the affected Department Head, may include additional names from an employment list for an appropriate class of substantially the same or higher level providing such persons possess the qualifications for the position to be filled.
- C. **Certification to Position of Lower Class** Whenever a request for certification is made to fill a position in a class for which: (i) there is no eligible list, or (ii) there are not sufficient names on the eligible list, an eligible may be certified to a position in a class lower than that for which he or she was placed on an eligible list, provided such position is one having similar duties and responsibilities, and provided said eligible qualifies for said position. The acceptance of such a position shall not affect his/her right to be certified to a position in a class for which he/she was originally examined.
- D. **Appointment following Certification** The appointing authority shall fill a vacancy or new position in a class by selection from the eligible's certified who are willing to accept employment under the conditions of employment. The Department Head or appointing authority may at his or her discretion, appoint or refuse to appoint from any list of certified eligible's when such list contains less than three (3) scores.
- E. **Appointment Procedure** The Department Head shall, prior to recommending appointment, notify the Human Resources Director of the recommended eligible and complete the certification form provided by the Human Resources Department. The City Manager must sign and approve the form prior to final appointment.
- F. **Provisional Authorization** If fewer than three (3) names of persons willing to accept appointment are certified for a class, a provisional appointment may be authorized by the City Manager for employment of a person who meets the minimum qualifications of the class. A provisional appointment cannot exceed three (3) calendar months, or one month following establishment of an appropriate eligible list, whichever occurs sooner.
- G. **Exclusions** Management vacancies are excluded from this Section unless specifically included by the City Council. Temporary, extra-help, and part-time (less than half-time) are excluded from this section.

1.11 SALARY STEP UPON APPOINTMENT AND ANNIVERSARY DATE

- A. **Entrance Salary** Normally, an employee will be appointed or reinstated at the entrance rate for the class, as specified in the Salary Schedule by Classification Resolution. If a Department Head believes it is necessary to recommend an appointment or reinstatement above the entrance rate, authorization must be obtained from the City Manager. In determining such requests, the City Manager shall give consideration to the recommendation of the Human Resources Director as to: the qualifications of the candidate; availability of the applicants; and the resulting salary relationship with other similar positions. Normally, the re-employment of employees who have been laid off through no fault of their own will be made at the same step the employee held at the time of layoff.

- B. **Merit Salary Increases** Merit salary increases are not automatic. They are based on performance as judged by the department. Department Heads may approve increases only for those employees who have demonstrated appropriate standards of work performance. Merit increases may be recommended to the next highest step in the salary range for the classification. Department Heads may recommend an additional merit step increase based on exceptional performance by an employee. This action must be approved in advance by the City Manager. When a merit increase is denied, there is no right of appeal and the appointing authority's decision is considered final.
- C. **Eligible for Merit Salary Increases** A new employee appointed at step one of a classification having merit steps shall be eligible for a merit increase on the first day of the pay period following satisfactory completion of thirteen (13) full pay periods of service, and shall not be eligible for an additional salary increase until satisfactory completion of an additional twenty-six (26) pay periods of service; such increase shall be effective upon the first day of the pay period following this time of service. Performance ratings shall guide supervisors and Department Heads in determining whether step advancement has been earned. If an employee's probationary period is extended, he/she will not be eligible for a merit increase until he/she satisfactorily completes his/her probationary period.

1.12 SALARY UPON PROMOTION. DEMOTION. RECLASSIFICATION

- A. **Promotion** A regular employee who is promoted to a position in a class with a higher salary range than the class from which he/she was promoted, shall be appointed to that step in the higher range which will result in at least a 7-1/2% increase in the employee's salary; provided, that, in no event shall the new salary be higher than the maximum of the salary range of the class to which the employee is promoted. Such salary increase shall be effective as of the date upon which the promotion is effective. For the purpose of further step increases within the new salary range, the employee's salary anniversary date will be changed to the effective date of the promotion. The provisions of Section 1.11C shall be applicable in determining the eligibility of the employee for step increases within the higher salary range.
- B. **Demotion** A regular employee who is demoted to a position in a class having a salary lower than the class from which he/she was demoted, shall receive the salary step in the lower range which is closest to his/her present salary. However, in the event the closest salary step would result in an increase in salary, the employee shall be assigned to the next lower salary step. In no case shall a demotion result in an increase in salary.

The employee's salary anniversary date for step advancement shall not be changed and the provisions of Section 1.11C shall be applicable in determining the eligibility of the employee for merit increases within the lower salary range.

1. **Voluntary Demotion in Lieu of Being Laid Off** A regular employee who chooses, in lieu of being laid off, to be demoted to a position which is in a class having a salary range lower than the class demoted from, shall receive the monthly salary at the step in the lower range which is closest to his/her present salary. Whenever an employee is returned to his/her former class following demotion in lieu of layoff, the employee shall receive that step of the range which he/she would have received had he/she never left the former class. The employee's salary anniversary date for step advancement shall not be changed.
2. **Appeal of Demotion** Demotions in lieu of layoff shall be subject to the procedures provided for under Sections 1.15(c) of these rules. Disciplinary demotions, i.e. demotions initiated by the City, shall be subject to the rules and regulations governing discipline. All other demotions, whether claimed to be voluntary, involuntary or otherwise, shall be subject to the following rules and procedures.

- a. A requested demotion submitted by an employee to their Department Head shall be considered accepted on the date of submittal.
- b. An employee may request withdrawal of a requested demotion in the following manner:
 - 1) Within 30 calendar days following the submission of the employee's request for demotion, an employee may submit a request seeking to have the demotion withdrawn. The request shall set forth the grounds upon which said request is made.
 - 2) Within 10 working days, the department head shall review the request and meet with the employee. The department head shall render a decision within five working days of the meeting.
 - 3) Within five working days of receiving the department head's decision, the employee may appeal the decision to the Human Resources Director. The Human Resources Director shall review the request and meet with the employee within 10 working days. The Human Resources Director shall render a decision within five working days of the meeting.
 - 4) Within five working days of receiving the Human Resources Director's decision, the employee may appeal the decision to the City Manager. The City Manager shall review the appeal and issue a decision within 20 working days.
 - 5) Within five working days of receiving the City Manager's decision, the employee may appeal the decision to the Personnel Board by delivering the appeal to the City Clerk. The Personnel Board shall schedule a hearing within 30 calendar days. The Board shall render their decision within 15 working days. The hearing shall be conducted in accordance with Personnel Rule Section 1.16 F. (3).
 - 6) Any further appeal by either the City or the employee shall be subject to judicial review in the courts and subject to the time limitations set forth in CCP 1094.6 and the Yuba City Municipal Code.
- 3. Time lines specified above may be extended upon mutual consent of the parties.
- 4. The failure of either party to follow the administrative remedy listed in section 2 shall constitute a failure to exhaust administrative remedies and shall operate as an affirmative defense to any judicial review.
- C. **Return to Former Class** Whenever an employee is returned to his/her former class following promotion, transfer, demotion, or assignment as a temporary or limited term employee, the employee shall receive that step in the range which he/she would have received had he/she never left the former class. The employee's salary anniversary date for step advancement shall not be changed.
- D. **Reclassification** The salary of the incumbent in a position which is reclassified shall be determined as follows:
 - 1. If the position is reclassified to a class with a higher salary range, the salary and salary anniversary date of the employee shall be governed by Subsection A of this section.

2. Y-Rates If a regular employee is reclassified to a class with a lower salary range for reasons which do not reflect discredit on his/her employment record, the City shall allow the salary rate to remain the same as long as the rate is not more than five (5) percent above the lower classification's salary range, and may or may not allow the salary to remain the same if the salary is more than five (5) percent above the lower classification's salary range. In the event the City proposed a reduction in pay, the issue of salary shall be subject to the meet and confer process.

The Y-rated salary level would remain the same until such time as the lower salary rate would catch up to the Y-rated amount through regular salary increases. Thereafter, the employee would receive salary and/or merit increases as provided by these rules and regulations.

1.13 PROBATIONARY PERIOD

- A. **Purpose** The probationary or working test period is: (1) an integral part of the examination process and provides an opportunity to observe closely the employee's work; (2) to secure the most effective adjustment of a newer, promoted employee to his/her position, and, (3) to reject any probationary employee.
- B. **Duration** Except as provided in this section, all original and promotional appointments, for all employees except as noted below, shall be tentative and subject to a probationary period of twenty-six (26) pay periods.

Fire: All original appointments in the fire service shall be tentative and subject to a probationary period of thirty-nine (39) pay periods. (FM 7/1/2004 to 6/30/2007) (FF MOU 7/1/2004 to 6/30/2007)

The probationary period in the case of to transfer or promotion will be six months (13 full pay periods). This period may be extended by agreement amongst the City, the employee and the affected Association. (YCEA MOU 7/1/2006 to 6/30/2011) (FLM MOU 6/28/2003 to 6/30/2007) (CON MOU 6/29/2002 to 6/30/2006)

Police: The probation period for a police officer not having successfully served a minimum twelve (12) month probation period with any other California police agency shall be twenty-four (24) months, and subject to extension as provided in the personnel rules. Officers hired as laterals and who have successfully passed a probation period with a California police agency of not less than twelve (12) full months, shall serve a probation period with the City upon hire of twelve (12) months, and subject to extension as provided in the personnel rules.

- C. **Report on Probationers** Department Heads shall be responsible for preparing and submitting Performance Evaluation Reports as required in these rules and regulations.
- D. **Unsatisfactory Performance During Probationary Period** An employee who is unable or unwilling to perform the duties of the position satisfactorily, or whose work habits and dependability do not merit his/her continuance in the City service may be rejected and terminated at any time during the probationary period. The effective date of termination shall be no later than the last day of the probationary period. An employee terminated during the probationary period does not have a right of appeal under these rules and regulations.
- E. **Probationary Period Following Promotion**

1. In the event an employee is rejected during the probationary period, the employee may elect to return to their former position. If the former position has been filled, the incumbent would be laid off in accordance with Section 1.15-Layoffs and Subsection 2 below. If the

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former position has been eliminated, the provisions of Section 1.15-Layoffs shall apply.

2. The City Manager may authorize the overfilling of a permanent position for up to six months so that the employee laid off as a result of Section 1 above may find other employment.
3. If the employee is recommended for rejection during probation, the employee shall be informed by the Department Head in writing of the reasons for rejection. The employee shall have an opportunity to respond to the Department Head regarding the reasons cited for rejection. The Department Head shall consider the employee's response prior to making a final decision. The Department Head shall have sole discretion in determining if an employee is to be accepted or rejected during probation.

F. Extension of Probationary Period

1. A Department Head may, with the concurrence of the Human Resources Director and City Manager, extend an employee's probationary period for a specified period of time, not to exceed an additional thirteen (13) pay periods. The employee shall be notified of the reason(s) for extension, and a further report and decision shall be required prior to the end of this additional period.
2. Leave of absence without pay for more than one-half of a payroll period shall extend the Probationary Period for the equivalent number of pay periods based on the leave of absence time.

G. Probationary Appeals

Police Officers

No appeal rights exist for newly hired employees who are rejected from employment during their initial probationary periods unless the employee alleges that the rejection during probation was untimely. However, peace officers who fail a promotional probationary period (not an initial hire probation with the City) shall be afforded an appeal process as required by the Public Safety Officer's Procedural Bill of Rights, Gov. Code 3303 and 3304. Appeals from a rejection from probation shall comply with the appeals process normally provided for disciplinary actions, except that the remedy shall not necessarily include reinstatement. (POA MOU 7/1/2004 to 6/30/2008)

1.14 TRANSFERS

- A. **Transfers within Departments** The Department Head may make transfers of employees from one position in his/her Department to another position in his/her Department and not in the same class, provided the positions are in the same salary range and the employee possesses minimum qualifications for the position to which he/she is transferred.
- B. **Temporary Transfers** The Department Head may temporarily transfer a regular employee to a regularly authorized position in a class having a higher salary range when the incumbent in such a position is absent or when there is no incumbent for such a position. Such temporary transfers shall not exceed a period of ninety (90) days, unless specifically authorized by the City Manager. The salary of the employee during the period of such temporary transfer shall be determined in accordance with Subsection E (below) of these rules

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- C. **Effect of Transfer on Salary** When an employee is transferred from one department to another, or from one classification having the same salary range to another, his/her pay will normally remain the same. Any deviation from this procedure must be approved in advance by the Human Resources Director.
- D. **Temporary Transfer (Salary)** A regular employee temporarily transferred or assigned to another position shall be regarded as a regular employee. If a regular employee is temporarily transferred to a position in a higher class, said employee will not be eligible for higher pay until after the 16th consecutive working day in the class. Starting on the 17th working day the employee shall be assigned to that salary step as provided for in Section 1.12A. If the employee is temporarily transferred or assigned to a management or supervisory position, then said employee shall be eligible for the higher salary as provided in Section 1.12A after the 16th consecutive work day.

Upon temporary transfer to a higher paid position, including a management or supervisory position, an employee will be eligible for higher pay beginning with the 11th consecutive day in the class. Starting on the 11th working day, the employee shall be assigned to that salary step in the higher range which will result in at least 7-1/2% increase in the employee's salary; provided, that in no event shall the new salary be higher than the maximum of the salary range of the class to which the employee is promoted. (YCEA MOU 7/1/2006 to 6/30/2011) (FLM MOU 6/28/2003 to 6/30/2007) (CON MOU 6/29/2002 to 6/30/2006)

Assignment of an employee in the Police Officer Classification to the Investigative Division or NET Unit shall include a seven and one-half percent salary increase above the appropriate Police Officer salary step for the period of the temporary assignment. (POA MOU 7/1/2004 to June 30, 2008)

Official assignment or transfer must be made by the approved change-in-status procedures. Upon termination of such transfer or assignment said employee shall be restored to the position from which he/she was transferred or assigned, and at the salary and step which such employee was entitled to receive at the date of such restoration, including any merit increase(s) to which he/she was eligible. Such temporary transfers shall not affect the employee's salary anniversary date. An employee must work the minimum number of consecutive days upon each temporary transfer or assignment to be eligible for the higher salary.

1.15 LAYOFFS

A. **Application**

Whenever the City Council deems it necessary to abolish or reduce any position in a department, a layoff list shall be established by classification. Such decisions of the City cannot be grieved or appealed. This process applies only to regular employees.

B. **Seniority**

A layoff list shall be established to determine employee seniority within a department. The employee with the least amount of seniority shall be subject to layoff. Seniority shall be determined as specified below:

1. Service Time
 - a. Continuous service in the classification under its present title or prior to its re-titling.
 - b. One point shall be credited for each month of service. Employees who work in a

position of less than a full time equivalent basis shall earn seniority points on a pro rata basis. (Also see D4).

- c. Appointment and service in training or recruit classifications where work is not performed shall not be included in seniority calculations even though compensation was received.
- d. Authorized leave of absences of 30 days or less will be included in seniority calculations. No credits for leaves in excess of 31 days or more will be earned whether or not the leave is paid or unpaid. Absences for military leave in excess of 30 days shall be coordinated in accordance with applicable laws and regulations.

2. Performance Ratings

- a. For Fire and Police unit employees, seniority points shall be subtracted based upon the last annual employee performance overall evaluation ratings contained in the personnel file as reflected below:

Performance Evaluation Ratings:

Unacceptable	Lose 12 points
Improvement Needed	Lose 6 points

- b. For all other employees, seniority points may be added or subtracted based upon the last three annual evaluations overall rating contained in the personnel file prior to the date of the layoff, as reflected below:

Unacceptable	Lose 12 points/evaluation
Improvement Needed	Lose 6 points/evaluation
Exceeds Expectations	Gain 12 points/evaluation

- c. For purposes of this section and in accordance with the City's Personnel Rules and Regulations, a Performance Evaluation Report is not grievable or subject to appeal by an employee.

3. Tie Breaking

When two or more employees have the same total layoff credit points, the tie shall be broken in the following sequence:

- a. Total City-wide seniority credits for all classifications held.
- b. Discretion of the City Manager.

C. Notice of Layoff

The Human Resources Department shall send by first class mail, and/or personally deliver, a written notice addressed to the last known mailing address of the employee on file in the Human Resources Department. Notice of layoff or position reduction shall be mailed or delivered to all regular employees affected by layoff at least ten (10) calendar days prior to the effective date of the action. Said notice shall include:

- 1. Reason for layoff.
- 2. Regulations pertaining to demotion and displacement in lieu of layoff.

3. Effective date of action.
4. Conditions governing retention on and reinstatement from employment lists.
5. Rules regarding waiver of reinstatement of voluntary withdrawal from the re-employment list.
6. Layoff list credit of the employee.

D. Displacement and Demotion in Lieu of Layoff

1. In lieu of being laid off, a regular employee may voluntarily demote within the same department to a lower classification previously held by said employee. If the employee has not held a lower classification, the employee may demote to a lower classification which, in the judgment of the Department Head, the employee meets the current minimum qualifications for the classification,
2. Employees who have held a higher classification may request reappointment to the previous classification provided that a vacancy exists. Such requests are subject to approval by the department head that shall have sole discretion in making a decision on the request.
3. In lieu of being laid off, an employee in a classification used by more than one department (i.e., clerical classifications) may voluntarily demote to a position in another department only if (1) the employee had been previously appointed to that specific position in the other department; (2) passed probation for that position; (3) holds greater City-wide seniority than the person currently filling that position; and (4) in the judgment of the Department Head, meets the current minimum qualifications for the classification.
4. An employee who elects to voluntarily demote to a lower classification shall be considered to be the most senior employee in the class for a period of 24 months following the effective date of voluntary demotion regardless of the seniority credits held by other employees in the classification as computed under Section B. After 24 months, a demoted employee's seniority points calculation will include time spent in the higher classification from which they demoted.
5. If two or more employees wish to demote in lieu of being laid off, the order of demotion shall be determined by the number of total seniority credits of each employee. The employee with the most seniority credits shall be allowed to demote to the position sought. If there is a tie in seniority credits, Section B (3) shall be used for tie breaking.
6. To be considered for voluntary demotion in lieu of being laid off, an employee must notify the Human Resources Department in writing of this request no later than five (5) working days after receiving the notice of layoff. The employee shall be given a written response to their request. Every effort shall be made to provide a response prior to the date of layoff.
7. For purposes of Section 4, the following terms are defined:
 - a. Higher Classification means a classification which has a higher salary range.
 - b. Lower Classification means a classification which has a lower salary range.
 - c. Demotion means moving from one classification to a lower classification.

- d. Voluntary Demotion means the decision of an employee to request displacement to another classification.
 - e. Classification Previously Held means a position which has not changed in its scope, duties, salary or allocation to a department. A change in salary is one that results from a reclassification. A classification which has been restructured to accommodate department reorganization is not a Classification Previously Held.
 - f. City-wide seniority means employment in any permanent position in the City service exclusive of temporary or seasonal appointments.
- 8. A Department Head's decision as to whether an employee meets the current minimum qualifications for a position as described in Sections 1 and 3 above, or approval of a request for reappointment to a higher position in Section 2 above, is entirely discretionary. As such, the Department Head's decision, as well as an employee's decision to voluntarily demote, to accept reappointment to a previously held higher classification, or to accept a layoff or reduction of hours, is not appealable or grievable pursuant to the Personnel Rules, nor is it subject to any third-party review,
 - 9. Employees electing demotion in lieu of layoff must be physically and mentally capable of performing the required job duties. Such determinations will be made in accordance with applicable laws and regulations including the American Disabilities Act.

1.16 DISCIPLINE

A. Exclusions

- 1. Department Heads and the City Manager are exempt from the rules and regulations of this Section, as they are employed at the pleasure of the City Council. In addition, there is no right to appeal any disciplinary action imposed by the City Council. (PS MOU 7/1/2004 – June 30, 2008) (POA MOU 7/1/2004 to 6/30/2008) (FF MOU 7/1/2004 to 6/30/2007)
- 2. Any seasonal, temporary, extra-help, limited term or part-time (less than half-time) employees may be disciplined and separated from City employment without regard to this section and shall have no right of appeal, and shall be considered employed at the pleasure of the City.

B. Employee Conduct The expected standard of conduct for all employees in City employment shall be in the public interest as opposed to individual interest. Therefore, in order to render the best possible service to the general public and to reflect credit on the City service, high standards of conduct are deemed essential.

C. Improper Employee Conduct The term "improper employee conduct" shall mean improper action by an employee in his/her official capacity. It also refers to any conduct by an employee not connected with his/her official duties as permitted by law tending to bring the City service into discredit, or which tends to affect the employee's ability to perform his/her duties officially, or any improper use of his/her position as an employee for his or her personal advantage. In addition, improper employee conduct includes the following: (YCEA MOU 7/1/2006 to 6/30/2011) (FLM MOU 6/28/2003 to 6/30/2007) (PS MOU 7/1/2004 – June 30, 2008) (POA MOU 7/1/2004 to 6/30/2008) (FM 7/1/2004 to 6/30/2007) (FF MOU 7/1/2004 to 6/30/2007)

- 1. Fraud in securing appointment;

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2. Incompetency;
3. Inefficiency;
4. Inexcusable neglect of duty;
5. Insubordination;
6. Dishonesty;
7. Partaking or in possession of intoxicating beverages, partaking, trafficking or being in possession of non-prescribed narcotics, or being under the influence thereof while on duty; (YCEA MOU 7/1/2006 to 6/30/2011) (FLM MOU 6/28/2003 to 6/30/2007) (PS MOU 7/1/2004 to June 30, 2008) (POA MOU 7/1/2004 to 6/30/2008)(FM 7/1/2004 to 6/30/2007) (FF MOU 7/1/2004 to 6/30/2007)
8. Offensive conduct or language toward the public or towards fellow City employees, or officers thereof;
9. Inattention to duty, tardiness, indolence, carelessness, or damage to or negligence in the care and handling of City property;
10. Improper or unauthorized use of City vehicles or equipment;
11. Claim of sick leave under false pretenses, or misuse of sick leave;
12. Outside employment not specifically authorized (see Section 1.22);
13. Absence from duty without leave, failure to report after leave of absence has expired, or after such leave of absence has been disapproved or revoked and canceled by proper authorities;
14. Misuse or misappropriation of City property, equipment, or supplies;
15. Conviction of a felony or conviction of a misdemeanor involving moral turpitude;
16. Violation of City Ordinances, these rules, or any written rules or regulations which may be prescribed by the City Manager or a Department Head;
17. Participation in any form of concerted activity such as: blue flue, work slow down, strike, etc.;
18. Excessive use of sick leave;
19. Acceptance by an employee of award, gift or other form of remuneration in addition to regular compensation for the performance of his/her duties, from any source whatsoever;
20. Solicitation, in an official capacity or as an employee of the City, of the public for money, goods, or services not specifically authorized by the Human Resources Director;
21. Political activity which is in violation of these rules (see Section 1.03).
22. Inability to meet required and expected job standards for the position in areas such as, but not limited to, technical skills and abilities; job knowledge; work attitudes, habits and

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relationships; physical fitness and work quality and quantity.

D. Disciplinary Action The principle objective of any disciplinary action shall be to improve the performance, efficiency, and morale of City service. Any action which reflects discredit on the City is a direct hindrance to effective performance of City government functions; or improper employee conduct shall be considered good cause for disciplinary action. A Department Head or appointing authority may take the following types of disciplinary action:

1. Oral Warning or Letter of Reprimand In most instances, Supervisors or Department Heads should initially orally communicate to the employee the deficiency or problems observed. If the warning is issued as a letter of reprimand, a copy shall be filed in the employee's personnel file. The affected employee may respond by placing a letter of rebuttal in his/her file within 30 calendar days of the date that the employee receives the letter of reprimand. A copy of the response will be forwarded to the department. A regular employee shall be entitled to an appeal to the Department Head concerning an oral warning or a letter of reprimand. Appeals must be requested within five working days of the date the oral warning or letter of reprimand was issued. No further appeals shall be permitted. (YCEA MOU 7/1/2006 to 6/30/2011) (FLM MOU 6/28/2003 to 6/30/2007) (FF MOU 7/1/2004 to 6/30/2007)

Fire Management If the Department Head and the employee are unable to resolve the appeal, then the Department Head will consult with the Human Resources Director. (FM 7/1/2004 to 6/30/2007) (FF MOU 7/1/2004 to 6/30/2007)

2. Suspension The Department Head may suspend without pay a subordinate employee after consultation with the Human Resources Director and approval of the City Manager. Fringe benefits will not accrue during a period of suspension without pay. (FM 7/1/2004 to 6/30/2007) (FF MOU 7/1/2004 to 6/30/2007)

3. Leave Reduction As an alternative to suspension without pay, a Department Head may reduce an employee's vacation or compensatory time leave balances as a method of disciplinary action. Such reductions must be with joint approval of the employee. The Department Head may choose another form of discipline to substitute for, or to supplement, the leave reduction. (YCEA MOU 7/1/2006 to 6/30/2011) (FLM MOU 6/28/2003 to 6/30/2007) (FM 7/1/2004 to 6/30/2007) (FF MOU 7/1/2004 to 6/30/2007)

4. Demotion A Department Head, after consultation with the Human Resources Director and approval of the City Manager, may demote an employee in pay or to a lower classification. Demotions of promoted employees shall be made in accordance with Section 1.12, Subsection B of these rules.

5. Performance Management System The City and the Association is currently using the Performance Management System as an alternative or an adjunct to points 1 through 3 above. That system shall remain in place until modified or terminated by either party. (FM 7/1/2004 to 6/30/2007) (FF MOU 7/1/2004 to 6/30/2007)

6. Dismissal The Department Head may dismiss an employee, after consultation with the Human Resources Director and approval of the City Manager, from his/her position with the City in accordance with Subsection E of this section.

7. Transfer The Department Head may transfer an employee in lieu of termination after consultation with the Human Resources Director and approval of the City Manager provided the employee possesses the minimum qualifications for the position the employee is transferring to. (YCEA MOU 7/1/2006 to 6/30/2011) (FLM MOU 6/28/2003 to 6/30/2007)

6/30/2007)

The City will be able to make involuntary transfers as well as demotions in lieu of termination. (CON MOU 6/29/2002 to 6/30/2006)

E. Discipline Procedures Prior to taking the action of suspension, leave reduction, demotion, or dismissal of a regular employee, the Department Head shall, for those employees not excluded in Subsection A of this section, comply with the following procedures:

1. Investigation of Peace Officer/Firefighter Conduct When a Peace Officer, (as defined in Section 830.1 And 830.2 of the Penal Code), or a firefighter is under investigation and subjected to interrogation by the employee's Department Head or the Department Head's authorized representatives, which could lead to disciplinary action, such interrogations shall be conducted under the following conditions:
 - a. The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, or during the normal waking hours of the employee, unless the seriousness of the investigation requires otherwise.
 - b. Prior to the interrogation, the employee under investigation shall be informed of the person in charge of the interrogation and those other persons to participate in or be present during the interrogation. No more than two interrogators shall ask questions of the employee under interrogation at one time.
 - c. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation.
 - d. The interrogating session shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. The employee under interrogation shall be allowed to attend to personal physical necessities.
 - e. The employee under interrogation shall not be subjected to offensive language or threatened with disciplinary action, except that an employee refusing to respond to questions shall be informed that failure to answer questions directly related to the investigation may result in disciplinary action. No promise or reward shall be made as inducement to answering any questions.
 - f. The City shall not cause the employee under investigation to be subjected to visits by the press or news media without the employee's express consent, insofar as it is within the power of the City. The employee's home address or photograph shall not be given to the press or news media without the employee's express consent.
 - g. If the interrogation is tape-recorded, the employee shall have access to the tape if any further proceedings are contemplated or prior to any further investigation at a subsequent time. The employee shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons except those which are deemed by the City to be confidential. No notes or reports deemed to be confidential shall be entered into the employee's personnel file. The employee is entitled to record any and all aspects of an interrogation with the employee's own recording device.
 - h. If prior to, or during, an interrogation it is deemed that the employee may be charged with a criminal offense, the employee shall be immediately informed of his/her constitutional rights.

- i. Whenever an interrogation focuses on matters which are likely to result in punitive action against the employee, the employee at his/her request has the right to be represented by a representative of the employee's choice who may be present at all times during such interrogation.

This provision does not apply during an interrogation in the normal course of duty, counseling, or instruction, informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or another City employee; nor does it apply to an investigation concerned solely and directly with alleged criminal activities.

- j. No employee shall be compelled to submit to a polygraph examination against his or her will. No disciplinary action shall be taken for refusal to submit to a polygraph examination, and no comment will be filed in the employee's personnel file or any other place that the employee refused to take a polygraph examination.
- k. No employee shall be subjected to disciplinary action or threatened with disciplinary action because of the lawful exercise of the rights provided under this section.
- l. If the interrogation of an employee, except during suspension without pay, occurs during off-duty time, such time shall be compensated in accordance with these rules.

The City will follow this policy for firefighters, unless doing so would be inconsistent with the Firefighter Bill of Rights. In case of any inconsistencies, the provisions of the Firefighter Bill of Rights will govern.

2. Pre-Discipline Procedures Applicable to All Regular Employees (Applies Only to Demotions, Suspensions, Dismissals)

- a. When the decision has been made by the Department Head that disciplinary action might be taken against an employee, the Human Resources Director, or in his/her absence, the City Manager, shall be contacted so that all disciplinary procedures are followed. The Department Head will then prepare a Notice of Intended Disciplinary Action to be given to the employee which shall include as attachments:
 - 1) A written copy of the charges being made;
 - 2) The grounds for such charges;
 - 3) All documents which support such action;
 - 4) The type of disciplinary action intended;
 - 5) Copies of Personnel Rules violated.
- b. Notice shall also include a statement advising the employee that they may respond to the charges either verbally or in writing within a reasonable, specified time period which will not exceed ten (10) calendar days starting from the date of receipt of the notice.
- c. The Department Head shall make themselves available to hear verbal responses or answers to the proposed disciplinary actions, and/or consider any written responses submitted by the employee.
- d. All information supplied by the employee in response to the proposed action will be considered by the Department Head prior to making a final decision on what disciplinary action is appropriate. Final action must be approved in accordance

with Subsection D of this section.

- e. During the pre-disciplinary hearing, employees may be represented by a representative of their choice. However, the employee shall only have the right to show cause, if any, why the proposed disciplinary action should not be taken. The employee shall be allowed to see all documents and material which are being considered to support the proposed disciplinary action.
- f. Upon completing the pre-disciplinary procedures, the Department Head may resolve the matter without taking disciplinary action, or take the proposed action, or modified action as may seem appropriate in accordance with Subsection D of this section.
- g. If disciplinary action is taken, the employee shall be advised in writing and given a Notice of Disciplinary Action including a copy of the appeal procedure containing his/her right of appeal in accordance with Subsection F of this section. (YCEA MOU 7/1/2006 to 6/30/2011) (FLM MOU 6/28/2003 to 6/30/2007)

3. Exception to Pre-Discipline Procedure

- a. In the event an emergency situation exists requiring immediate action to protect City property, to maintain reasonable community relations, to protect the employee's fellow workers, or other appropriate reasons, the Department Head or appointing authority may take immediate disciplinary action, as deemed appropriate, to relieve the emergency situation. When taking such action, the Department Head or appointing authority shall document the circumstances requiring such action and inform the Human Resources Director or City Manager at the earliest opportunity.
- b. When immediate disciplinary action is taken by a Department Head or appointing authority as an exception to Subsection B, the employee shall be provided written documentation of the action at the earliest possible time, in accordance with Subsection F. The notice shall also advise the employee of the right to appeal the disciplinary action in accordance with Subsection F, of this section.

F. Appeal to Personnel Board Any regular employee not excluded in Subsection A who has completed their initial probationary period shall have the right to appeal a suspension, leave reduction, demotion or dismissal.

- 1. Method of Appeal A regular employee shall file a written notice within ten (10) calendar days, starting from the date of receipt of the notice of disciplinary action. The appeal shall be addressed to the Personnel Board and filed with the Human Resources Director. The appeal shall explain the matter appealed from, set forth a statement of the action desired by the appellant and list the reasons for the desired actions. Within ten (10) calendar days after receipt of the appeal; the Human Resources Director shall inform each member of the Personnel Board, the City Manager, and all other persons named or affected by the appeal.
- 2. Notice of Hearing When an appeal has been filed, a date shall be set for a hearing on the appeal. The date for the hearing shall not be less than ten (10) calendar days nor more than forty-five (45) calendar days from the date of filing of the appeal. The Human Resources Director shall notify all interested parties of the date, time and place of the hearing.

3. Hearing When an appeal has been filed, the Personnel Board shall hold a hearing and make such investigation of the matter as it may deem necessary. In addition to the subject matter on appeal, the employee's personnel file shall be considered by the Personnel Board as evidence in the case. Personnel File is defined as that file which is maintained in the City Human Resources Department. The appellant shall be given the opportunity to appear personally before the Personnel Board at the time and place of the hearing. (YCEA MOU 7/1/2006 to 6/30/2011) (FLM MOU 6/28/2003 to 6/30/2007)

The appellant may be represented by any person he/she may select and may produce relevant oral or documentary evidence at the hearing. The hearing shall not be made an occasion for uttering irresponsible accusations, attacks upon the character or conduct of employer or employee, or other derogatory matters having no bearing on the investigation. The conduct and decorum of the hearing shall be under the control of the applicable body by its chairman, with due regard to the rights and privileges of the parties appearing before it. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be closed unless the appellant files a written request for an open hearing.

4. Recommendation The Personnel Board shall, within fifteen (15) calendar days after said hearing make a recommendation to the City Council as to whether or not the employee was suspended, demoted or dismissed for reasonable cause and shall also make a recommendation as to the appropriate disposition of the case.

Written recommendations shall be forwarded by the Personnel Board to the Human Resources Director, City Manager, the affected Department Head and the employee. The recommendations of the Personnel Board shall become final and represent the final step in the City's administrative procedure unless appealed by either the City or the employee. (YCEA MOU 7/1/2006 to 6/30/2011) (FLM MOU 6/28/2003 to 6/30/2007)

- G. Appeal to the City Council** Any regular employee not excluded in Subsection A who has completed their initial probationary period shall have the right to appeal the recommendations of the Personnel Board,

1. Method of Appeal A regular employee shall file a written notice within ten (10) calendar days, starting from the date of receipt of the recommendations of the Personnel Board. The appeal shall be addressed to the City Council and filed with the Human Resources Director. The appeal shall explain the matter appealed from, set forth a statement of the action desired by the appellant and list the reasons for the desired actions. Within ten (10) calendar days after receipt of the appeal the Human Resources Director shall inform each member of the City Council, the City Manager, and all other persons named or affected by the appeal.
2. Notice of Hearing When an appeal has been filed, a date shall be set for a hearing on the appeal. The date for the hearing shall not be less than ten (10) calendar days from the date of filing of the appeal. The Human Resources Director shall notify all interested parties of the date, time and place of the hearing.
3. Hearing (Review of Record) When an appeal has been filed the City Council shall review the record of the Personnel Board's proceedings (which shall include all evidence entered at the hearing) and make a final determination of the issue. A new hearing will be held if it is determined that evidence was improperly excluded, or there was a deprivation of due process rights. In such case there will be a hearing de novo. Both parties will be allowed to present a brief presentation concerning their interpretation of the record. (YCEA MOU

7/1/2006 to 6/30/2011) (FLM MOU 6/28/2003 to 6/30/2007)

4. Findings the City Council within fifteen (15) calendar days after said hearing shall make a finding.
 - a. The City Council may:
 - 1) Follow the recommendations of the Personnel Board; or
 - 2) Reinstatement the employee; or
 - 3) Order any disciplinary action which it judges to be appropriate based on the evidence; or
 - 4) Re-hear the matter as provided in Subsection F.

The final findings of the City Council shall be the final administrative step in the disciplinary appeal process.

- H. Reference to Days For purposes of the preceding section, any reference to days shall mean calendar days. If the last calendar day is on a weekend day or holiday, the last day shall be the following City Hall business day.

1.17 TYPES OF APPOINTMENTS

- A. Probationary Appointment An appointment made as a result of a promotion, reinstatement, or original appointment shall be considered a probationary appointment.
- B. Permanent Appointment After successful completion of a probationary period, a permanent appointment may be made carrying with it the rights, privileges, and protection extended to permanent career service employees by these Rules and Regulations.
- C. Temporary Appointment
 1. A temporary appointment is an appointment with time limitations to a position in the City service of a person who meets the minimum employment standards for the position. A temporary appointment is made necessary by seasonal workloads, special projects or other reasons.
 2. A temporary appointment shall not exceed beyond nine (9) full calendar months in any one calendar year.
 3. A temporary appointment may be made from an appropriate eligible list, if available.
 4. No special credit shall be allowed in meeting any qualifications or in giving any examination or in establishing any open or promotional eligible list for service rendered under a temporary appointment. Time spent on a temporary appointment shall not constitute part of the probationary period.
 5. A person serving on a temporary appointment shall not receive vacation, sick leave, holiday pay or any other fringe benefit in accordance with the Personnel Rules governing compensation.
- D. Part-Time Appointment Part-time appointments may be made where positions require someone less than full-time on either a daily, weekly or monthly basis. Part-time appointments which exceed half-time or more shall be considered in the career service and employees shall accrue holidays,

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vacation and sick leave benefits in accordance with the Personnel Rules governing compensation. (See Section 2.07)

Positions of less than half-time shall only be eligible for those benefits as provided in the compensation section of these rules.

E. Limited Term Positions To define rights and benefits of limited term positions which may be occupied by regular or limited term employees.

1. Definitions

Limited Term Employee means any employee who is employed to perform a specific mission in a given period of time. (Personnel Rules Section 1.02B (19)).

Limited Term Position is a position occupied by a regular or limited term employee which is established to perform a specific mission in a given period of time pursuant to a special program adopted by the City Council. (Personnel Rules Section 1.02B (20)).

2. Application of Rules The following personnel rule sections do not apply to Limited Term Positions:

- 1.07 Promotions
- 1.09J (B-F) Employment Lists
- 1.12 Salary Upon Promotion, Demotion, Reclassification
- 1.13 Probationary Period
- 1.14 Transfers
- 1.15 Layoffs
- 1.16 Discipline
- 1.18 Re-Employment
- 2.19 Tuition Reimbursement
- 3.0 ET. Seq. SECTION THREE - Employer-Employee Relations

3. Status of Regular Employees

A regular employee who accepts a Limited Term Position remains by definition a regular employee and retains all rights and benefits therein.

4. Return to Former Position

- a. At the completion of the first year of a limited term position, a regular employee may elect to return to their former position. In the event an employee requests to return to their previous position, the department head may require the employee to remain in the limited term position until it has been refilled.
- b. In the event funding for the limited term position is not continued, a regular employee may return to his/her former position as provided for in Section 1.14 - Transfers. If the former position has been eliminated, the provisions of Section 1.15 - Layoffs shall apply.

5. Conversion to Regular Status

At the conclusion of the limited term funding, if the City Council elects to continue position funding, the incumbent will be automatically converted to regular status and will not be able to return to a former position at the time of conversion. At the time of conversion, a probationary period shall not be required provided an employee has successfully

completed the minimum time of service required in Section 1.13(B) -Probationary Period - Duration.

6. Job Opportunities

Limited Term Employees may apply for internal recruitments in the City provided they have completed six (6) months of satisfactory performance.

7, Continuous Service Date

Time spent as a limited term employee shall be included in determining an employee's continuous service date.

1.18 RE-EMPLOYMENT

- A. A medical examination may be required of any person requesting re-employment.
- B. Upon re-employment, the employee, for vacation and sick leave purposes shall be considered as though he/she had received an original probationary appointment.
- C. Upon re-employment there shall be no initial clothing allowance or advance other than appropriate safety equipment.
- D. Upon re-employment, a former employee will not receive credit for prior service in determining his/her continuous service date for layoff purposes.
- E. Upon re-employment, the employee will be required to serve a probationary period.

1.19 RESIGNATION

- A. **Effective Date of Resignation** A resignation submitted by an employee shall be effective as of the date stated therein, or on such sooner date as the head of the department or office and employee may agree upon. In no event will a resignation date be accepted for date in the future so that an employee may work for another employer and still be employed by the City.
- B. **Failure to Submit Written Resignation** An employee who leaves City service without filing a written resignation giving two (2) weeks notice or notice acceptable to the Department Head shall not be placed on any re-employment list and may be denied eligibility to take future City examinations.
- C. **Withdrawal of Resignation** Once a resignation has been submitted and accepted by the Department Head or an authorized representative, it may not be withdrawn without the express written approval of the Department Head. The request to withdraw a letter of resignation must be made within ten (10) working days of the receipt of the letter by the City. If a Department Head denies withdrawal of a resignation, the employee may appeal the decision to the City Manager within three (3) working days for a final decision on the matter.

1.20 PERFORMANCE EVALUATION

- A. **Purpose** Through the following written and oral review procedures, all aspects of employee work performance will be reviewed and assessed as a means of enhancing an employee's career development; identifying the level or standard of work performance being achieved; fostering constructive employer-employee relations; and providing a high and effective level of service to the public.

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B. Procedures

1. All regular and limited term employees shall receive at least an annual written performance evaluation on forms prescribed and/or approved by the Human Resources Director.
2. The Performance Evaluation forms for each employee, when completed and reviewed by the Department Head, will be filed in the employee's personnel file located in the Human Resources Department. All forms so filed must contain the signature of at least the Department Head, Human Resources Director, and a notation or signature of the employee that he/she has been appraised of the evaluation.
3. In addition to an annual evaluation, regular employees shall be evaluated as follows:
 - a. During the probationary period an employee shall be evaluated every three months;
 - b. At such times as the appointing authority, Department Head, or supervisor decide that an evaluation is appropriate.

C. Review of Performance Evaluation Each performance evaluation must be discussed with the employee by the supervisor completing the evaluation form prior to the time the evaluation is placed in the employee's personnel file. A performance evaluation review shall include the following:

1. A review of the employee's performance as compared to departmental expectations;
2. Recommendations for further training and/or professional development;
3. Recommendations, if needed, on specific courses of action to improve substandard performance. Every employee has the right to meet with his/her Department Head concerning the results of their performance evaluation. Said review must follow the formal chain of command established for the department.

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In general performance related issues which have been previously documented in a performance evaluation but which have not been repeated in subsequent evaluation periods should not be included in later performance evaluation reports. However, review of overall performance during the entire probationary period may include such items in making a final recommendation to pass or fail an employee on probationary statutes. In no event, shall any matter of performance evaluation, including reference to this section, be subject to appeal of the given procedure. However, employees may request the Director of Human Resources to review a performance evaluation which contains reference to performance related issues which the employee believes are inconsistent with this section. (FF MOU 7/1/2001 to 6/30/2004) (FF MOU 7/1/2001 to 6/30/2004)

D. Written Response Every employee has the right to respond in writing to his/her performance evaluation under the following conditions:

1. When an employee's evaluation contains ratings of appraisal factor(s) at or below improvement needed;
2. The response must be item specific and relevant; and
3. Must be submitted to the Department Head and/or Human Resources Department within thirty days of the date the employee is notified of the evaluation.

The employee's written response will be made a part of the performance evaluation record if it is submitted in accordance with the above conditions. A copy shall be forwarded to the department for their records.

1.21 CONTINUOUS SERVICE DATE

- A. **Continuous Service Date Defined** The continuous service date is the date a new employee is appointed on a probationary appointment in the career or management service. Time spent as a part-time, extra-help, or temporary employee shall not be included in determining an employee's continuous service date. Part-time positions which work more than half-time will have their continuous service date prorated.
- B. **Use of Continuous Service Date** The continuous service date shall be used for determining vacation accumulation, length of service in connection with layoff, and any other matter involving length of service.
- C. **Adjustment of Continuous Service Date** Employees who leave City service for military service shall receive service credit for such service upon returning to work. Service credit also shall be accumulated while on authorized leaves of absence with pay. Service credit will not be credited for time spent on leave without pay.
- D. **Restoration of Service Credit** an employee who has been re-employed following a layoff or authorized leave of absence without pay shall receive service credit for previous time spent in the career service in the determination of his/her continuous service date.

1.22 OUTSIDE WORK

- A. **General Policy** It is the City's policy to discourage City employees who work for the City on a full-time basis, to engage in additional employment from another source. However, in certain situations occasional and part-time work outside City employment will be allowed provided prior approval of the Department Head has been received.

If an employee engages in outside work without prior approval of the Department Head and Human Resources Director, said employee will be subject to disciplinary action.

- B. **Definition of Outside Work** "Outside work" shall be defined as any work for another employer or for himself/herself, for which pay is received whether by salary, wages, commission, or by sale in which work is carried on in addition to full-time employment; regardless of the number of hours worked on a part-time basis.
- C. **Application for Outside Work** An application for approval of outside work shall be submitted by the applying employee to the Department Head for review. If the Department Head approves the outside work request, it then shall be forwarded to the Human Resources Director for review if the latter also approves, a permit card will be issued to the employee. Approval will be granted for outside work only if:
 - 1. It is not incompatible with the employee's City work.
 - 2. It in no way detracts from the efficiency of the employee in his City work.
 - 3. There is no conflict of interest between the City work and the outside work.
 - 4. It is not discreditable to his City employment.

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5. It does not conflict with the requirements of those employees who are on an emergency call or stand-by basis.
6. It is clear to the employee that in any situation wherein extra-duty will be necessary in his/her City work, such extra-duty will be in preference to his/her outside work and such extra-duty hours and work for the City will take preference over the outside work.

D. Conditions of Outside Work

1. No employee will be permitted to work in a non-City capacity as defined above for more than an average of twenty (20) hours in seven (7) consecutive days.
2. All State and City laws shall be obeyed, such as zoning and licensing laws.
3. Any permit will be subject to review at any time, and may be revoked at any time in the best interest of the City as determined by the Department Head and the Human Resources Director.
4. Under no circumstances shall the City pay an employee's sick leave with pay for time off from City employment, when such time off is caused by sickness or injury resulting from outside employment.
5. No sworn officer will be permitted to work in a non-City capacity as defined in the current personnel rules of the City for more than 24 hours in their assigned weekly work schedule, except that the 24 hours may be increased by each hour of paid leave by virtue of compensatory time-off or vacation taken by the sworn officer during the seven day period or equivalent work cycle. The Chief of Police or his designee may also agree to a greater amount upon request of the sworn officer. There should be no restriction on the number of hours outside of work during any complete work week or equivalent work cycle in which the sworn officer is not working any regularly scheduled shift by virtue of use of vacation or compensatory time-off.

1.23 RESIDENCY REQUIREMENT (FIRE SERVICE AND POLICE SERVICE)

- A. Fire Service** Emergency response employees in the Fire Service be subject to the language contained in the Residency Requirement Section of the Memorandum of Understanding. (FM 7/1/2004 to 6/30/2007) (FF MOU 7/1/2004 to 6/30/2007)

Firefighters working a 24-hour shift schedule shall be on duty for the entire 24-hour shift, and shall remain at the fire station and shall participate in community mess unless specifically excluded by their supervisor. (FF MOU 7/1/2004 to 6/30/2007)

- B. Police Service** Emergency response employees in the Police Service shall be required to reside within a thirty (30) minute response time radius to the headquarters police station as verified and approved by the Police Chief.

SECTION II - RULES GOVERNING COMPENSATION, BENEFITS AND WORKING CONDITIONS

2.01 STATEMENT OF PURPOSE

The City Council of the City of Yuba City hereby declares that the adoption of rules and procedures governing the compensation, benefits, and working conditions of employees of the City is essential to promote economy and efficiency in the conduct of the public business, to achieve equitable working conditions and to enhance the prestige of public employment through broader recognition of a career service therein.

2.02 DEFINITIONS

Definitions for Section II are found in Section 1.02 of these Rules, Resolution No. 6479, as amended.

2.03 ADMINISTRATION

Refer to Section 1.03 of these Rules, Resolution No. 6479, as amended.

2.04 HOURS OF WORK

Department Heads shall establish a schedule of regular work and office hours for their departments subject to the approval of the City Manager. The schedule shall normally provide for a work week of forty (40) hours for all employees except for those employees assigned to shift work. The schedule for shift work employees shall be established to accomplish maximum coverage of a twenty-four (24) hour day without violating applicable local, state, or federal labor laws.

- A. **Excluded Employees** Department Heads and elected officials shall not be subject to any fixed number of hours or specified days for performance of the respective duties of such positions but shall work such hours as may be required to perform the duties of their respective offices or departments.
- B. **Rest Periods** Subject to the discretion and control of the Department Heads, all employees may be allowed rest periods not to exceed fifteen (15) minutes during each three consecutive hours of work, but the total number of rest periods in any one working day shall not exceed two. Rest periods shall be scheduled in accordance with the requirements of the department and shall be taken at such location as designated by the Department Head.
- C. **Lunch Period** All City employees normally shall be allowed a lunch period of one hour or one-half hour which shall be scheduled generally in the middle of the work shift. The exact time and duration of such lunch period shall be within the discretion of the Department Head. Lunch period shall not be counted as a part of the total hours worked, nor is work of any kind permitted unless authorized by the Department Head or designated representative except for those employees for whom lunch periods included the actual performance of assigned duties.
- D. **Police Patrol Schedule** All sworn officers assigned to police patrol duties shall have a work schedule as provided in their MOU, excluding the traffic division and bicycle unit which shall have a 5/2 schedule.

Each work shift or work day shall include the scheduled one-half (1/2) hour lunch period with the total normal scheduled work hours per month compensated by the monthly salary as delineated in the Salary Schedule by Classification.

The Police Department shall establish rules and regulations regarding the monitoring of

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police radios; response time during the one-half (1/2) hour scheduled lunch period and limitations on lunch period locations outside the City limits.

The department shall provide at least 16 days advance notice of scheduled training. Employees shall be scheduled to have at least one day of rest in between their work weeks when training is scheduled on the other days off.

E Police Sergeants

Two Police Sergeants will work 3/12.5 hour shifts (equivalent to 12 hours and 20 minute shifts) with 3 days on, 3 days off and one designated 5 hour day within the two week pay period. Overtime will be earned on hours worked in excess of the scheduled work hours. Vacation and sick leave will be used in amounts equivalent to the work schedule. (PS MOU 7/1/2004 – June 30, 2008)

F. FLSA Exempt Employees A designated Management, Mid-management or other FLSA exempt employee who has exhausted all accumulated leave time as provided through the established City leave plans and who is absent from work for a period of less than one work day or shift, shall be allowed to charge such absence against future leave accruals. In the event the employee is unable to eliminate a negative leave balance, the employee shall not be required to forfeit compensation for said negative leave balance.

G. Flexible Work Schedules A request for a flexible work schedule shall be forwarded to the appropriate Department Head for consideration. Prior to approval, the concurrence of the Human Resources Director and City Manager is required. In considering a flexible work schedule request, the operational and staffing needs of the City and the department shall receive top priority. Compliance with applicable laws, FLSA and City rules will also be evaluated for each such request. The City retains the right of sole discretion in the approval or denial of such requests.

2.05 PAYMENT OF SALARY

A. Compensation Plan The compensation of all officers and employees of the City are fixed and determined pursuant to the provisions of the City's Personnel Rules and Regulations, and the Salary Schedule by Classification, as from time to time amended. The compensation shall represent full salary compensation for the services of them by virtue of their respective employment.

B. Pay Periods The pay periods for all employees shall be biweekly. Salaries will normally be paid on the first Thursday following the completion of a pay period. When a holiday falls on a pay day, the pay day will be transferred to the previous work day unless the Finance Department is unable to complete the payroll by the previous work day, in which case, the pay day will be the following day of regular business.

C. Extra Help/Temporary/Employee Compensation Except as otherwise provided in these Rules, all extra help, temporary and part-time employees shall not be paid for holidays not worked, nor any other type of leave with pay, nor shall they be entitled to group life insurance or any other fringe benefits accorded regular employees. The hourly rates of pay for such employees constitutes complete compensation for services rendered. (See Section 2.07B).

D. Limited Term Employee Compensation Salaries for limited term employees shall be at the hourly rate established for the classification. A current regular City employee temporarily transferred or assigned to limited term employment shall receive the compensation established for the classification in accordance with Section 1.12(A) & (B), Salary upon Promotion, Demotion, and Reclassification.

- E. **Separation Pay** When an employee separates from the City service in the middle of a payroll period, said employee shall receive his final check at the next regularly scheduled pay day for that period. Notice of such separation shall be filed immediately with the Human Resources Director.
- F. **Fees, Commissions and Compensation** Except as otherwise provided by law, fees, commissions, and compensation other than that normally earned by a City employee by virtue of his or her office or position or by performance of any regularly assigned duty or function, shall be deposited in the City treasury and upon receipt shall become the property of the City of Yuba City.
- G. **Official Payroll Records** The Human Resources Department maintains the official City payroll records. The Department Head is responsible for insuring the accuracy, according to the Personnel Rules and Regulations, of departmental input to said records.
- H. **Retirement System Contributions** All employees shall pay their retirement contributions to PERS in accordance with IRS Section 414(H) on a pre-tax basis. Reportable compensation to PERS shall be the regular rate of salary. Reportable compensation to taxing authorities shall exclude the PERS contribution in accordance with IRS regulations. Any change in the IRS regulations will be followed by the City. If a change occurs, the affected employee organizations will be notified.

When the City has agreed to directly pay any portion of an employee's PERS contribution, such payment is considered to be included within the regular rate of pay and shall not be reported to PERS as additional compensation.
- I. **Salaried Employees** All full-time employees and part-time employees in permanent positions are salaried employees in accordance with the provisions of the Fair Labor Standards Act as amended. Hourly rates are used in the City's Salary Plan by Classification and other administrative procedures for ease of accounting and computer computation.

2.06 OVERTIME. CALLBACK AND STANDBY TIME

- A. **Definitions**
 - 1. **"Overtime"** is authorized work in excess of the established number of full-time hours per day or hours per week as provided in the Personnel Rules and Regulations.
 - 2. For purposes of computing overtime, the work cycle shall be the work cycle set for each employee and approved by the Department Head and the Human Resources Director.
 - 3. All overtime entitlement shall be computed to the nearest tenth of an hour.
- B. **Overtime Policy** It is the policy of the City of Yuba City that overtime work is to be kept to a minimum, consistent with the protection of lives and property of its citizens and the efficient operation of activities of the City and shall be authorized by the City Manager or his or her designee. This policy shall, whenever possible, be consistent with provisions of the Fair Labor Standards Act, as amended.
- C. **Overtime, Callback and Standby Time** In the event that any employee claims to have worked time in excess of the scheduled hours of work and/or in excess of overtime authorized in accordance with these rules, he or she shall make a claim in writing through his or her immediate supervisor to the Department Head prior to the end of his or her first working day following the time so claimed by the employee. Failure to comply with this

provision will automatically nullify an employee's claim for overtime not authorized under provisions of these rules. This policy shall, whenever possible, be consistent with provisions of the Fair Labor Standards Act as amended.

D. Compensation for Overtime

1. Overtime Rate Except as otherwise provided in this section, a career service employee who works authorized overtime shall be paid for such overtime at a rate equal to one and one-half times the employee's regular hourly rate.
2. Overtime Pay All overtime shall be paid on the pay day relating to the pay period that the overtime is worked except where work periods require payment subsequent to such work period or unless an eligible employee requests that the overtime be credited as compensatory time and such request is granted by the Department Head or designated representative in accordance with these Rules and Regulations.

E. Compensatory Time Employees may accrue and use compensatory time only upon the approval of their Department Head or his/her designated representative. In no event may an employee be allowed to accrue compensatory time above the maximum provided in this section.

1. Career service eligible employees shall not accumulate compensatory time unless the compensatory time is approved by their Department Head or designated representative prior to the time that the overtime is worked.
2. Upon termination from City service, all eligible compensatory time shall be paid to the employee.
3. Compensatory time may be used for sick leave, only with the approval of the appropriate Department Head.
4. The City, at its option, may reimburse an employee for up to 24 hours of compensatory time accrued at the end of any fiscal year.
5. An employee may request in writing that a portion or all of the time on record with the City be paid at the earliest possible payroll period. Such payment is subject to the approval of the Department Head or designated representative.
6. Compensatory time may be accumulated to the following maximums:

Confidential Employees	60 hours
Miscellaneous Employees	60 hours (YCEA MOU 6/19/1999 to 6/30/2002)
Firefighters Association	120 hours
Fire Management	80 hours (FM MOU 7/1/2004 to 6/30/2007)
First Level Managers*	80 hours
Police Officers Association	80 hours
Police Sergeants	80 hours (PS MOU 7/1/2004 – June 30, 2008)

*Does not apply to classifications which receive Administrative Leave benefits.

7. First Level Managers, Fire Management, Police Sergeants

Upon written request, Fire Management, Police Sergeants First Level Managers shall be paid for up to 40 hours, per fiscal year, of recorded compensatory time. Payment will be at the earliest payroll period. The City, at its option, may reimburse a First Level Manager up to 40 accrued hours of compensatory time at the end of the fiscal year. Any additional employee requests are subject to the approval of the department head or designated representative. (FLM MOU 6/28/1999 to 6/30/2000) (PS MOU 7/1/2004 – June 30, 2008) (FM MOU 7/1/2004 to 6/30/2007) (POA MOU 7/1/2004 to 6/30/2008)

F. Classifications Eligible for Overtime

1. Classifications not eligible for overtime compensation shall be so designated in the Salary Schedule by Classification. Any overtime worked shall be considered part of the duties and responsibilities of the classification and persons working overtime shall not be eligible for overtime pay.
2. Career Service Employees will not be eligible to work in a part-time capacity or as a Police Reserve or Call Firefighter with the City if the Fair Labor Standards Act (FLSA) requires overtime payment for such part-time, reserve, or call services. Said part-time, reserve or call services must be exempt by FLSA from overtime provisions.

- G. Emergency Callback Pay** Except as otherwise provided in this section, an employee who is called back to work after leaving his or her place of employment following the completion of the employee's work shift, shall be credited with compensation at a rate of time and one-half pay for the time worked with a minimum pay equivalent to two (2) hours at straight time. Such overtime shall be computed for work performed from the time of reporting at the place of work to the time of completion of the work at such place.

Police Sergeants

Sergeants who are called or scheduled to return to work after having left the work site shall be compensated in accordance with Personnel Rule 2.06(h). A return to work prior to the start of the shift shall also be compensated accordingly provided that the reporting time for work is 2 or more hours prior to the regular shift start time. (PS MOU 7/1/2004 – June 30, 2008)

Fire Management

Call-Back/Standby Pay for Fire Battalion Chiefs who are assigned to on-call status will be \$1.50/hr. When a Fire Battalion Chief is on Standby, the rate of compensation for call-out will be a minimum pay equivalent to two (2) hours at time-and-one-half. (FM 7/1/2007 to 6/30/2008)

H. Non-Emergency Incidents Fire

An employee who is called back to work after leaving his or her work place following the completion of the employee's work shift, shall be paid a minimum of two hour pay at their overtime rate of pay. (FF MOU 7/1/2004 to 6/30/2007)

I. Emergency Stand-By

1. Career service employees in the Miscellaneous Unit and Detectives shall be available as determined by a written schedule approved by the Department Head for emergency call out on weekends, holidays and days off at a rate of:

- a. Weekends or contiguous holidays - from the end of the regular shift on Friday or last work day to the start of the regular shift on Monday; or first workday or weekend day after two consecutive holidays off at the rate of \$65.00 per weekend or contiguous holidays.
- b. Holidays - from the end of the regular shift day or weekend day before the holiday to the start of the regular shift the day after the holiday or beginning of the weekend at a rate of \$32.50 per holiday.

When an employee is on standby, the rate of compensation for call-out when on standby will be a minimum pay equivalent to one (1) hour at time-and-one-half instead of a two hour minimum which is paid for regular emergency call-out.

- c. Detectives who are assigned to on-call status during weekday evenings (Monday -Thursday, 5:00 p.m. to 8:00 a.m.) will receive standby pay of \$1.25 per hour.
- d. Police Sergeants who are assigned to on-call status during weekday evenings (Monday – Thursday, 5:00 pm to 8:00 am) will receive standby pay of \$1.50 per hour. (PS MOU 7/1/2004 – June 30, 2008)

2. YCEA Emergency Standby: (YCEA MOU 6/19/1999 to 6/30/2002)

Career service employees in the bargaining unit will be available as determined by a written scheduled approved by the Department Head for emergency call out on weekends, holidays and days off at a rate of:

- A. Weekends, holidays or contiguous holidays – from the end of a regularly scheduled shift until the beginning of the next scheduled shift at the rate of \$1.25 per hour.
- B. Emergency standby for all other times shall be at the rate of \$1.25 per hour.
- C. When an employee is on standby, the rate of compensation for call-out when on standby will be a minimum pay equivalent to one (1) hour at time-and-one-half instead of a two hour minimum which is paid for regular emergency call out.
- D. Overtime will be distributed as equally as possible among employees who are, in the opinion of the Department Head, capable of performing the assignments(s) required. Should an employee be denied the opportunity to work overtime, the reason for the denial will be in writing. The employee may appeal the decision to the Department Head. If appealed, the employee, the employee’s representative if requested, and the Department Head shall meet at a mutually agreeable time but no later than 14 calendar days form the date of request. The Department Head’s decision shall be final. (YCEA MOU – 7/1/2006 to 6/30/2011)

Public Works Employees

Public works employees will be on stand-by for a seven day period. Stand-by pay shall be \$1.25 per hour for all hours occurring between the end of the shift and the beginning of the next regular shift. A rotation stand-by list will

be created and posted in January and July of each year. Employees will be allowed to trade weeks or individual days to stand-by eligible employees with prior notice to management. Stand-by employees will be provided a designated take-home City vehicle for the purpose of responding to call-outs. Employees are required to use their personal vehicle while on stand-by shall receive the current IRS mileage rate for personal vehicle mileage while responding to call-outs. Stand-by employees called back to work shall receive a minimum two (2) hours at time and one-half the employee's regular rate of pay. Multiple call-outs within a two-hour minimum period are not separately compensable. If continuous work hours exceed the two-hour minimum, the actual time worked is paid at time and one-half the employee's regular rate of pay. (YCEA MOU 7/1/2006 to 6/30/2011)

J. Fire Service Overtime Except as otherwise provided in these rules, Fire Service employees, as Designated in the Salary Schedule by Classification working other than a 40 hour week shall be covered by the following overtime provisions (see Section 2.16B, Shift Exchange):

1. Overtime will be defined as any time worked other than an employee's regularly scheduled shift.
2. Overtime worked for eligible employees may be credited as compensatory time at the rate of time-and-one-half and may be retained by the employee to a maximum of 72 hours.
3. All compensatory time earned in excess of 72 hours for eligible employees, will be paid at the rate of time-and-one-half at the 24-hour shift hourly rate.
4. A minimum of two hours of overtime pay will be credited for each occurrence of emergency call back.
5. Compensable overtime shall be credited to the nearest tenth of an hour.
6. Compensatory time taken off will be subject to the approval of the Fire Chief. At the time that it is known that an employee is leaving City service, compensatory time may be assigned off at the discretion of the Fire Chief.
7. Volunteer time shall not be compensable and will be considered as benefiting the employee and not the City.
8. Current rules and policies governing overtime pay for Fire Department employees will be suspended in the event of a civil disaster or emergency, as defined in the Yuba City Emergency Services Plan.

K. Police Service Overtime Sworn law enforcement officers assigned to patrol duties, excluding the traffic division, shall not receive overtime compensation unless or until the number of hours worked in a day exceeds eight and one-half (8 ½) hours including the scheduled lunch period.

Except as otherwise provided in these rules, police service employees shall be covered by the following overtime provisions:

1. Court Appearance

Court time is defined as that period of time when an employee is required to appear in court as part of the performance of his/her normal duties on a day when the employee would not otherwise be scheduled to work. Court time will be compensated only when the employee is required to appear in court in connection with his/her duties at a time when he/she is not otherwise scheduled to be working. An employee will not be granted court time during the same time period that callback time is compensable. Court time may be paid or accrued as compensatory time in the same manner and shall be commuted on the same basis of three (3) hours or the actual amount of time the employee is required to appear in court, whichever is greater.

If two or more court appearances are scheduled on the same day and two or more hours separate each court appearance, each such appearance will be considered an individual call out for purposes of this paragraph. It is not the policy of the City to use officers who have been called for court time during off-duty hours for other than court appearance work unless operational needs require. (POA MOU 7/1/2004 to 6/30/2008)

2. All overtime in the form of extra shift work required due to uncovered shifts for sworn officers shall be compensated at the rate of time-and-one-half pay unless for exempt employees compensatory time off is requested by the employee and granted by the Police Chief, or determined to be necessary by the Police Chief.
3. Volunteer time for Police Service employees shall not be compensated and will be considered as benefiting the employee and not the City.
4. Sick leave and vacation will be considered as time worked for purposes of computing overtime.

L. Acting Pay

Fire

1. Acting pay shall be earned when employees are assigned acting assignments in the classifications of Fire Captain. Employees would be compensated by earning one-half (.5) hour of pay at their regular hourly rate of each four (4) hour period of assignment. The four hours may be accumulated during a 24 hour shift.

In order to qualify for acting pay, employees must:

- a. meet the minimum qualifications for the higher classification; and
- b. be specifically assigned with the approval of the Fire Chief or his/her designee.

Time spent in acting assignments maybe considered during promotional recruitments but shall not substitute for minimum qualifications for education and experience requirements.

Police

2. Employees assigned to higher classifications on a temporary basis shall receive acting pay. Employees will be compensated by receiving pay in the higher classification at that step in the salary range which results in a minimum of a 5%

increase in compensation over their current salary

In order to qualify for acting pay, employees must:

- a. work a minimum of four consecutive hours in order to be eligible for compensation;
- b. meet the minimum qualifications for the higher classification; and
- c. be assigned with the approval of the Police Chief, or his/her designee.

Time spent in acting assignments may be considered during promotional recruitment but shall not substitute for minimum qualifications for education and experience requirements.

M. Field Training Officers (Police Department)

Field Training Officers as designated by the Police Chief shall train Police Recruits, newly employed Police Officers, or Level 1 Reserve Police Officers who are training under the 14-week Officer Training Program. To qualify for the additional pay, the Field Training Officer must train for at least one-half or more of the scheduled number of work hours during a payroll period. A Field Training Officer who trains less than one-half of a pay period shall not be compensated the additional five percent (5%) salary.

Field Training Officers and Community Service Officers designated as Field Training Officers by the Police Chief, shall receive five percent (5%) additional salary on an hour per hour basis while training other Community Service Officers under the department's designated training program.

Police Officers designated as Field Training Officers by the Police Chief shall receive five percent (5%) additional salary on an hour per hour basis while training Police Recruits, newly employed Police Officers, Level I Reserve Police Officers who are training under the 14-week Officer Training Program, or Community Service Officers who are training under the department's designated training program. (POA MOU 7/1/2004 to 6/30/2008)

2.07 BENEFIT PROGRAM

- A. **General** The City Council is responsible for the implementation and modification of the compensation and benefit program.
- B. **Benefit Program Coverage** Except as otherwise provided herein, coverage under benefit programs for respective categories of employment shall be interpreted and applied as follows:
 1. **Full-Time Regular Employees** This category of employment is entitled to full benefit coverage provided by City employment except as herein provided.
 2. **Part-Time Regular Employees** This category of regular employment is entitled to coverage under the benefit program if (i) they occupy a permanent position in the City's work force and (ii) the employee is assigned at least forty hours per pay period. The accrual rate of benefits will be prorated based on the actual number of hours actually worked, except life and health plan coverage which is prorated to the scheduled hours worked. No benefit plan coverages are available for less than half-

time employment.

3. Temporary, Seasonal or Extra-Help Employees Persons employed in this category are not covered under the benefit programs unless specifically included or covered by applicable laws or regulations.
4. Limited Term Employee: Persons in this category shall receive all benefits of Section II of these Rules with the exception of the Tuition Reimbursement Program.

A current regular City employee who accepts a limited term position will retain all applicable benefits.

2.08 VACATION LEAVE

A. Earned

Vacation leave is earned beginning with the first pay period as outlined below:

1. First Level Managers, Police Officers' Association, Police Sergeants Employees

<u>YEARS OF SERVICE</u>	<u>BI-WEEKLY RATE</u>	<u>MAX ACCRUAL</u>
0 - Completion of 4 years	4.0 hours	264 hours
5 - Completion of 12 years	5.5 hours	327 hours
13 - Completion of 19 years	6.5 hours	377 hours
20 or more years	7.1 hours	425 hours

YCEA, Confidential, Mid-Management Employees

<u>YEARS OF SERVICE</u>	<u>BI-WEEKLY RATE</u>	<u>MAX ACCRUAL</u>
0 - Completion of 4 years	4.0 hours	264 hours
5 - Completion of 10 years	5.5 hours	327 hours
11 - Completion of 15 years	6.5 hours	377 hours
16 or more years (YCEA MOU 7/1/2006 to 6/30/2011) (CON MOU 6/29/2002 to 6/30/2006) (MM MOU 7/1/2006 to 6/30/2009)	7.1 hours	425 hours

- 2.

<u>YEARS OF SERVICE</u>	<u>BI-WEEKLY RATE</u>	<u>MAX ACCRUAL</u>
0 to 5 years of City service:	6.5 hours	429 hours
5+ to 10 years of City service:	8.6 hours	508 hours
10+ to 15 years of City service:	10.2 hours	591 hours
15 or more years of City service: (FF MOU 7/1/2004 to 6/30/2007)	11.1 hours	662 hours

40 HOUR EMPLOYEES

FIRE MANAGEMENT:

<u>YEARS OF SERVICE</u>	<u>BI-WEEKLY RATE</u>	<u>MAX ACCRUAL</u>
0 to 5 years of City Service	6 hours	264 hours
5+ - 10 years of City Service	6.1 hours	327 hours
11 - 15 years of City Service	7.3 hours	377 hours
16 or more years of City Service (FM Memo 12/20/2004) (FM 7/1/2007 to 6/30/2008)	9 hours	425 hours

FIRE ASSOCIATION

<u>YEARS OF SERVICE</u>	<u>BI-WEEKLY RATE</u>	<u>MAX ACCRUAL</u>
0 to 5 years of City service	4.3 hours	264 hours
5+ to 10 years of City service	5.9 hours	327 hours
10+ to 15 years of City service	6.8 hours	377 hours
15 or more years of City services	7. 4 hours	425 hours

(FF MOU 7/1/2004 to 6/30/2007) (FF Memo 12/20/2007)

3. Regular Part-Time Employees

A regular part-time employee who is scheduled to work more than forty (40) hours every pay period shall earn sick leave with pay in the proportion that his/her actual hours of service bear to full-time service. (See Section 2.07(B)2.)

B. Exceptions

No vacation leave credit shall be earned when an employee is on unpaid status.

C. Vacation Earned during Probation New employees, during the first thirteen (13) pay periods of their probation period, shall not earn vacation, but shall be credited with thirteen (13) pay periods of vacation at the appropriate earnings rate upon the successful completion of thirteen full pay periods. Employees who have successfully completed the first thirteen full pay periods of their probationary period, are eligible to use vacation leave with pay.

An extension of a probationary period or a performance evaluation which reflects an overall rating of below "fulfills job requirements" does not mean successful completion of thirteen (13) pay periods. Employees will not be credited with vacation until the successful completion of at least thirteen pay periods of probation.

D. Use of Vacation The time at which an employee may use their earned vacation leave and the amount to be taken at any one time shall be determined by the Department Head with particular attention to the needs of the City. The City will try to (but does not guarantee that it will) accommodate the employee's request for usage of vacation time. Employees shall not work for any other department of the City during vacation leave.

Fire Vacation Leave

1. Vacation shall be scheduled in accordance with departmental procedures.

E. Maximum Accumulation

Limits on maximum accumulation begins with the first pay period of the year as outlined below:

YEARS OF SERVICE	40 HOUR SHIFT MAX HOURS	24 HOUR SHIFT FIRE MAX HOURS*	PRE-1997 24 HOUR SHIFT FIRE MAX HOURS
0-Completion of 4 years	264	370	224
5-Completion of 12 years	327	458	258
13-Completion of 19 years	377	528	291
20 or more years	425	596	336

*Effective 7/1/97

1. Once an employee reaches the maximum limit, no further vacation shall be earned until employee's vacation balance is reduced below the maximum limits.

2. In the event an employee is unable to take or reschedule vacation leave due to supervisor cancellation, employee shall be paid for the scheduled vacation time. The department head will document the circumstances and forward to the Human Resources Director for processing.

F. Vacation Pay Upon Termination Upon termination, all employees shall be paid for all vacation leave accumulated (but unused). This pay shall be paid out at the employee's rate of pay in effect at the time of termination. In case of death, compensation for earned vacation leave shall be paid in the same manner that salary due to the decedent is paid.

G. Transfer of Vacation Leave When an employee is transferred to, or appointed to, another department, his/her vacation credit shall be assumed by the new department.

H. Employees on Leave Employees do not accrue any **paid** vacation leave during any period of unpaid leave of absence. For purposes of this provision, leave is considered "paid" when an employee is using vacation and/or sick leave. The receipt of income-replacement benefits (such as temporary disability through workers' compensation, short-term or long-term disability, whether through a private or governmental program) is not considered paid leave. Designated safety employees will continue to accrue vacation leave where required by applicable MOU or governing law.

2.09 SICK LEAVE WITH PAY

A. General Policy Sick leave with pay shall be earned by regular full, regular part-time and those authorized limited term (see Section 2.07(B)4) employees and may be used as herein provided.

1. Requests for use of sick leave for maternity/paternity leave will be processed under Family Care Leave, Section 2.16 (c).

B. Definition "Sick leave" means the necessary absence from duty of an employee because of:

1. The employee's injury or illness.

2. The employee's exposure to contagious disease.

3. Dental, eye, and/or other physical or medical examinations or treatments by a licensed practitioner for the employee or a person in the employee's immediate family as defined in Section 1.02.

4. Illness or disability caused or contributed to by pregnancy, or related medical condition.
5. For the death or serious illness of a person in the employee's immediate family (see Definition, Section 1.02), each such absence shall not exceed ten (10) days except, for employees in the Fire Unit each such absence shall not exceed three (3) shifts per calendar year for each reason in the Fire Unit. For purposes of this section serious illness shall be defined the same as serious health condition in Section 2.11 D Family Care Leave. In addition child birth or medical complications from childbirth, shall be considered a serious illness for an employee's spouse. The length of such absence shall be approved by the appropriate Department Head.

C. Substantiating Sick Leave Department Heads shall approve sick leave for the purposes mentioned in the above section. However, if in the opinion of the Department Head or the Human Resources Director, there is a need for substantiating evidence or an investigation regarding appropriate use of sick leave, the employee may be required to submit substantiating evidence including, but not limited to, a physician's certificate.

D. Transfer of Sick Leave When a regular employee is transferred to, or appointed to, another City department, sick leave credit shall be assumed by the new department.

E. Earned Sick Leave Paid sick leave shall be earned as follows:

1. Regular full-time employees shall earn 8 hours of sick leave per month.
2. Fire Shift Employees shall earn 12 hours of sick leave per month.
3. The monthly sick leave benefit shall be earned each pay period on a pro rata basis.
4. A regular part-time employee shall earn sick leave with pay in the proportion that his/her actual hours of service bear to full-time service (See Section 2.07(B)2).
5. Exceptions:
 - a. No sick leave credit shall be earned when an employee is on leave without pay for any reason.
 - b. Unused sick leave may be accumulated without limit.

F. Payment for Unused Sick Leave

Employees shall receive payment for unused sick leave as specified below. Sick leave available for payment shall be that amount accrued as of the last completed pay period.

1. Employees hired on or prior to July 31, 1991 are eligible for payment of a portion of unused sick leave in the event of retirement, resignation, layoff or death. Employees shall receive payment as follows:

<u>Years of Service</u>	<u>Amount Reimbursed</u>
5 Years through 14 years	25%
15 Years or more	50%

No employee who separates from City service with less than five years of service shall be eligible for payment of any portion of accumulated sick leave.

2. Employees hired on or after August 1, 1991 are eligible for payment of unused sick leave in the event of retirement, resignation, layoff or death. Employees shall receive payment as follows:

<u>Years of Service</u>	<u>Amount Reimbursed</u>
5 years through 14 years	15%
15 years or more	30%

No employee who separates from City service with less than five years of service shall be eligible for payment of any portion of accumulated sick leave.

- G. **Exclusions** No employee shall be entitled to paid sick leave if the employee does not have any accrued sick leave. If an employee fails to report to work due to sickness and has no accrued sick leave available, the time off will be unpaid (unless otherwise required to maintain exempt status). In certain circumstances with the Department Head's approval, the employee may use accrued vacation or compensatory time off.
- H. **Records** Sick leave shall be certified by the Department Head to the Human Resources Director on payroll forms provided by the Human Resources Department. The Human Resources Director shall maintain complete and accurate sick leave records for all employees.
- I. **Loss of Sick Leave** Employees who separate from City employment shall lose his/her entitlement to any sick leave which has been accrued, except as provided for in Section F - Payment for Unused Sick Leave. However, when an employee is re-employed whose separation from City employment resulted from layoff, such employee shall be credited with any sick leave which had accumulated prior to such separation and which was not compensated for as provided in Section F.
- J. **Sick Leave Use and Accrual - Disability** Employees do not accrue any paid sick leave during any period of unpaid leave of absence. For purposes of this provision, leave is considered "paid" when an employee is using vacation and/or sick leave. The receipt of income-replacement benefits (such as temporary disability through workers' compensation, short-term or long-term disability, whether through a private or governmental program) is not considered paid leave. Designated safety employees will continue to accrue sick leave where required by applicable MOU or governing law.

K. Sick and Disability Leave Use

1. Paid sick or disability leave time must be spent at home; hospitalized or at a doctor's office; purchasing medication or necessities of life; while sick or disabled, voting or attending religious services; in matters directly related to the death or serious illness of an immediate family member or in transit to or from one of the above. Any deviation from these uses of paid sick or disability leave time when the employee is regularly scheduled to work must be authorized by the Department Head (or designated representative) and/or the Human Resources Director. Authorization for deviation from this policy shall not be unreasonably withheld.
2. Non-work time which comes between days or shifts of sick or disability leave time must be spent as directed by the employee's attending physician with the purpose of recovering from the illness or injury as quickly as possible for return to work.
3. Employees who are too ill or injured to do their regular work assignment, but are not sufficiently ill or injured to be confined to home or a hospital, are required to check with their Department Head, department manager, or supervisor regarding the availability of light or limited duty.
4. An employee is to return to work as soon as he or she recovers from an illness or injury including the return to a shift or work day in progress.
5. Sports and other non-City work activities are inappropriate and unacceptable for an employee who is on paid sick or disability leave during scheduled work time from their City position.
6. Employees who are too ill or injured to work are required to contact department management or supervisors before the beginning of their work shift, or day or within the first hour of work for non-Police or Fire Department personnel, based on the specific departmental policy.

L. Sick Leave - Excessive Usage

1. **Purpose of Sick Leave Policy.** The City's sick leave program is designed to provide employees with: (1) paid leave for a short-term illness; and (2) paid leave to help defray the financial burden of a possible long-term illness. The City provides eligible employees with sick leave in order to allow an employee to focus on recovering from an illness or injury. Sick leave is not like vacation leave, where employees are encouraged to use all available leave time. Sick leave should be used on an as-needed basis only.
2. **Pattern, Excessive, and Sick Leave Abuse.** If an employee uses sick leave in a pattern, uses excessive sick leave, or appears to be abusing sick leave, the employee shall be counseled by the Department Head about the sick leave usage. In making the determination that the sick leave usage has assumed a pattern or appears to be excessive or abusive, the Department Head will use his or her discretion based on all the relevant circumstances. For purposes of this policy, the terms are defined as follows:
 - Excessive sick leave: Deliberate or habitual absenteeism; when sick leave use is beyond what is usual and customary in the workforce.

- Sick leave abuse: Sick leave used for purposes other than legitimate illness or injury of an employee or (where appropriate) an immediate family member.
- Pattern: One or more days of sick leave usage prior to or after a holiday, or the usage of sick leave on the first or last day of a workweek or shift.

The above categories are intended to be illustrative only. The City reserves the right to address all instances of apparent inappropriate use of sick leave – even if sick leave usage does not fall within any of the categories above. Regular and punctual attendance is an essential function of each position with the City. If an employee, after notice, fails to modify the behavior relating to sick leave usage, the employee may be subject to discipline in accordance with the City's disciplinary policy.

3. **Medical Documentation.** In appropriate circumstances, the City reserves the right to require employees to provide a doctor's note for all claimed sick leave absences to show that the employee was seen by a qualified medical professional and to show that the leave was for an approved purpose. In addition, for any absence of three (3) or more consecutive days, the City may require a doctor's note. The circumstances under which a doctor's note will be required are committed to the City's discretion.
4. **Disability Accommodation.** The employee may provide information demonstrating that a specific personal medical condition requires the use of sick leave. Where appropriate, the City will take into account the existence of any claimed disabilities. The City is committed to equal treatment of all employees and to providing eligible disabled employees with necessary reasonable accommodations in the workplace, which can include – in appropriate circumstances – the usage of sick leave that would otherwise qualify as excessive. Nothing in this policy is intended to interfere with the City's obligations to provide reasonable accommodations to eligible employees. Moreover, nothing in this policy is intended to guarantee an employee with a leave of absence in the event of a claimed medical condition. Eligibility for a leave of absence is governed by the family and medical leave policies contained elsewhere in these Rules and by the City's obligation to provide reasonable accommodations to eligible employees.

M. Family and Medical Leave The City provides Family and Medical Leave in accordance with state (the California Family Rights Act – "CFRA") and federal (the Family Medical Leave Act – "FMLA") leave laws.

1. **Basis for Family and Medical Leave.** Family and Medical Leave may be taken for the birth of the employee's child, the placement of a child with the employee for adoption or foster care, to care for the employee's spouse, child or parent who has a serious health condition, or for a serious health condition that makes the employee unable to perform his/her job. Leave can also be taken for certain military-related reasons as further detailed below.
2. **Eligibility.** To be eligible for Family and Medical Leave, an employee must have at least 12 months of service with the City and must have worked at least 1,250 hours during the 12-month period preceding the date the leave is to begin.
3. **Duration.** Except as provided below with regard to certain types of military-related leave, employees may take up to a maximum of 12 workweeks of Family and Medical Leave within a 12-month period. The City uses a "rolling" 12-month period to determine an employee's eligibility for leave. The 12-month period is measured

backward from the date an employee uses any family leave.

Leave may be taken intermittently (in blocks of time or on a reduced-time schedule) if the leave is for the serious health condition of the employee or the employee's family member and if such intermittent leave is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is three (3) minutes.

Any leave taken for the birth, adoption, or foster placement of a child must be taken within one year of the birth or placement of the child with the employee.

4. **Procedures.** Please contact the Human Resources Director as soon as you become aware of the need for Family and Medical Leave.

If the leave is for the birth, adoption, or foster placement of a child, or for planned medical treatment for a serious health condition of the employee or family member, the employee must provide at least 30 days' advance notice before the leave is to begin. If 30 days' notice is not possible, notice must be given as soon as practicable.

If the leave is needed for the employee's own serious health condition, the employee must provide a certification from the health care provider stating:

1. The date of commencement of the serious health condition;
2. The probable duration of the condition;
3. That the employee is unable to work at all or is unable to perform any one or more of the essential functions of his/her position because of the employee's serious health condition.

The City will require certification by the employee's health care provider that the employee is fit to return to his/her job.

If the leave is needed to care for the serious health condition of a family member, the employee must provide certification from the health care provider stating:

1. The date of commencement of the serious health condition;
2. The probable duration of the condition;
3. An estimate of the amount of time that the health care provider believes the employee needs to take in order to care for the child, parent, or spouse; and
4. Confirmation that the serious health condition warrants the participation of the employee.

If the Family and Medical Leave request is for the employee's own serious health condition and the City has reason to doubt the validity of the medical certification provided by the employee, the City may require, at its expense, a second opinion from a health care provider designated by the City. The health care provider designated by the City will not be one who is employed on a regular basis by the City. If the second opinion differs from the first opinion, the City may require, at its expense, that the employee obtain a third opinion by a health care provider approved jointly by the City and the employee. The third opinion shall be considered final and

binding on the City and the employee.

Recertification may be required if the employee requests an extension beyond the original certification.

5. **Compensation and Benefits.** If an employee is on Family and Medical Leave for his or her own serious health condition, the employee must use any available sick leave and vacation during the unpaid portion of the leave. If an employee is on Family and Medical Leave to care for a family member with a serious health condition, the employee may (at the employee's option) use accrued sick leave but is required to use accrued vacation. If an employee is on Family and Medical Leave to bond with a new baby, the employee has the option to use accrued sick leave but is required to use all accrued vacation. Once all available paid leave is exhausted, leave will continue on an unpaid basis for the remainder (if any) of the available 12-weeks. Any family and medical leave, whether paid, unpaid, or a combination thereof, will be counted toward the 12-week leave entitlement. During any period of unpaid leave, employees will not continue to accrue any forms of paid leave and will not be paid for holidays that occur during the leave.

For any period of time that an employee is eligible for and is receiving wage replacement benefits under any type of disability benefit plan (i.e., short- or long-term disability benefits), the employee is not required to use any form of accrued paid leave. The employee may, however, supplement these wage-replacement payments with either sick leave or vacation leave (consistent with the provisions above) on a pro rata basis. In other words, if an employee receives 65% of his or her salary through a disability insurance plan, then the employee can opt to use a pro rata amount of accrued vacation and/or sick leave to equal the remaining 35% of his or her salary.

An employee taking Family and Medical Leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for up to a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The City will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. Employees are eligible for a maximum of 12-weeks benefits continuation during any 12-month period. The City reserves the right to discontinue paid benefits in the event leave lasts longer than 12 weeks. The continued participation in health benefits begins on the date leave first begins and continues for a maximum period of 12 weeks. An employee whose leave continues longer than 12 weeks and who wants to continue health benefits must pay the cost of doing so. The City will establish a payment schedule for employee premiums and, in certain circumstances, a payment plan to assist employees. An employee who does not return from leave may be required, under certain circumstances provided by the law, to reimburse the City for any employee contributions paid by the City while the employee was on unpaid leave. A payment schedule for employee premiums will be set up with the Human Resources Director at the time the leave commences.

6. **Servicemember Family and Medical Leave.** Eligible employees are entitled to "servicemember Family and Medical Leave" in the following instances:
 1. **Military-Related Leave.** Eligible employees with a spouse, child, or parent on active duty or called to active duty in the National Guard or Reserves in support of a contingency operation may take up to the normal 12 weeks of

leave because of any "qualifying exigency." For purposes of this policy, "qualifying exigency" includes: (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) finance and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and (8) additional activities agreed to by the employer and the employee. This leave is available only to families of servicemembers in the National Guard or Reserves – not to families of servicememebers in the Regular Armed Forces.

2. **Military.** An eligible employee who is the spouse, son, daughter, parent, or next-of-kin of a covered servicemember (includes a current member of the Regular Armed Forces as well as the National Guard or Reserves) may take up to 26 weeks of leave within a twelve-month period to care for such a servicemember with a serious injury or illness incurred in the line of active duty. For purposes of this type of leave, the 12-month period begins on the first day the employee takes leave for this purpose and ends 12 months thereafter. This leave entitlement applies on a per-covered servicemember, per injury basis. Leave to care for an injured or ill servicemember – when combined with other FMLA-qualifying leave – may not exceed 26 weeks in a single 12-month period.
3. **Amount of Leave.**
 - a. For a qualifying exigency, an employee is entitled to a maximum of 12 weeks leave (when combined with leave for any other qualifying reason) in accordance with the rolling 12-month period measured backward.
 - b. To care for an ill or injured servicemember, an eligible employee is entitled to a combined total of 26 weeks of leave for any FMLA-qualifying reason during the single 12-month period that starts when the leave begins. During this 12-month period, an employee is entitled to no more than 12 weeks of leave for any qualifying reason other than caring for a servicemember.
4. **Other Military Leave Entitlements.** The City also complies with any applicable leave entitlements provided by any state or local law. Where allowed, military leave under this policy runs concurrently with these other leaves.
5. **Procedures.** Please contact the Human Resources Director as soon as you become aware of the need for any type of servicemember Family Medical Leave. Except in the case of exigency leave for short-notice deployment, the City requires certification of the need for leave and will provide an employee requesting servicemember leave with an appropriate form to complete and return.
7. **Reinstatement.** Upon return from a Family and Medical Leave, an employee will be reinstated to his/her original position or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on Family and Medical Leave would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee would not be entitled to reinstatement. An employee's use of Family and Medical Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave.

As stated above, when an employee takes leave on account of the employee's own

serious health condition, the City requires certification, prior to reinstatement, by the employee's health care provider that the employee is fit to return to his/her job.

Reinstatement may be denied to certain salaried "key" employees. Such employees will be notified of this possibility at the time the leave is requested.

If an employee fails to report to work promptly at the end of the Family and Medical Leave and fails to obtain approval for an additional personal leave of absence, the City will treat the failure to return as a voluntary resignation.

N. Pregnancy Disability Leave and Transfer Rights

1. **Eligibility for Leave.** The City provides pregnancy disability leaves of absence ("Pregnancy Disability Leave") without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical condition.

Employees who are affected by pregnancy or a related medical condition are also eligible to transfer to a less strenuous or hazardous position, or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Where transfers are made based on the employee's health needs, the employee will receive the pay that accompanies the alternate position.

2. **Procedures for Placement on Pregnancy Disability Leave.** An employee will be placed on Pregnancy Disability Leave (and the time designated as such) whenever the employee is unable to work on account of pregnancy, childbirth, or related medical condition. Employees should advise the Human Resources Director at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events.

A health care provider's statement must be submitted verifying the need for Pregnancy Disability Leave. This statement must include:

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

Re-certification may be required if the employee requests an extension of leave beyond the original certification.

Any changes in this information contained in the health care provider's statement should be promptly reported to the Human Resources Director.

3. **Length of Leave.** Full-time employees are normally granted leave for the period of the disability up to a maximum of four (4) months (or eighty-eight (88) working days). Part-

time employees are granted leave on a pro-rata basis and will be granted leave for the number of working days they normally work in a four-month period.

Pregnancy Disability Leave does not need to be taken in one continuous period of time, but can be taken on an as-needed basis. In other words, leave may be taken intermittently or on a reduced work schedule when determined medically advisable by the employee's health care provider. The smallest increment of time that can be used for such leave is one-half hour. In order to accommodate intermittent leave or a reduced work schedule, the City may transfer the employee to an alternative position or alter the existing job. In this case, the employee will receive the same pay and benefits of her regular position.

Where allowed, leave under the various leave laws runs concurrently. For example, if an employee on Pregnancy Disability Leave also qualifies for leave under FMLA, then the time will also be designated as leave under FMLA.

4. **Compensation and Benefits During Leave.** An employee taking pregnancy leave must use all accrued sick leave, before continuing leave on an unpaid basis. Once accrued sick leave is exhausted, the employee has the option whether to exhaust accrued vacation leave. All substituted paid time off (i.e., annual leave and any other form of paid time off) will be counted toward the four-month entitlement. Once accrued paid time off is used, leave continues on an unpaid basis. During the portion of unpaid leave, employees will not continue to accrue annual leave and will not be paid for holidays that occur during the period of leave.

An employee taking a pregnancy leave is entitled to continuation of health and welfare benefits in which he/she was enrolled before the first day of the leave (for up to a maximum of twelve (12) workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave, provided that the employee is also eligible for leave under FMLA/CFRA. During that period of benefit continuation, the City will continue to make the same premium contribution as if the employee had continued working. The employee is responsible for paying the employee's share, if any. The continued participation in health benefits begins on the date leave first begins and continues for a maximum period of 12 weeks. An employee whose leave continues longer than 12 weeks and who wants to continue health benefits must pay the entire cost of doing so. The City will establish a payment schedule for employee premiums and, in certain circumstances, a payment plan to assist employees. An employee who does not return from leave may be required, under certain circumstances provided by the law, to reimburse the City for any employee contributions paid by the City while the employee was on unpaid leave.

5. **Return to Work.** In order to properly schedule and plan for an employee's return to work, an employee on Pregnancy Disability Leave is requested to provide the Human Resources Director with at least two (2) weeks' advance notice of the date she intends to return.

When a Pregnancy Disability Leave ends, an employee will be reinstated to her original position or to a comparable position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on pregnancy leave would have been laid off had she not gone on leave, or if the employee's position has been eliminated during the leave and there is no comparable position available, then the employee would not be entitled to reinstatement. An employee's use of pregnancy leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave.

All employees returning from Pregnancy Disability Leave must submit a health care provider's verification of their fitness to return to work.

If an employee fails to report to work promptly at the end of the Pregnancy Disability Leave and fails to obtain approval for an extended leave of absence, the City will treat the failure to return as a voluntary resignation.

O. Personal Leave

The City complies with all state and federal laws regarding the provision of leaves of absences. Additionally, the City may grant a personal leave of absence at the discretion of the Human Resources Director, in consultation with the Department Head. This will be considered for employees who are not eligible for Family and Medical Leave or who have exhausted their rights to such leave. This will also be considered for an employee who believes that a leave of absence is needed as a form of reasonable accommodation for a possible disability. Before determining whether such employee is eligible for leave, the City will engage in an interactive process with the affected employee to determine whether the employee is eligible for leave and whether leave under the circumstances is reasonable. If an employee anticipates being off work for more than four consecutive weeks, the employee must request a personal leave of absence even if the employee has accrued sick leave or vacation available. Additionally, if an employee is on Pregnancy Disability Leave and/or Family Medical Leave and does not anticipate returning at the conclusion of the designated leave time, the employee must request a personal leave of absence for any additional time off.

Each request will be reviewed individually. The duration, terms, and conditions of each authorized leave of absence, if any, will be based on the circumstances of the individual request. The City will consider, among other things, contemplated by Section 2.11, the need for the requested leave, the employee's length of service, and level of responsibility and decision-making authority. An employee with documented performance problems will not be eligible for a personal leave, except where required by law.

2.10 HOLIDAYS

A. Coverage Except as otherwise provided in this section, all regular and probationary employees of the City shall be entitled to holidays with pay. Holidays are paid on an eight (8) hour basis.

B. Holidays Except as otherwise provided in this section, the following shall be considered holidays for employees in the City service:

1. New Year's Day (the first day of January)
2. Martin Luther King Day (the third Monday in January)
3. Washington's Birthday (the third Monday in February)
4. Memorial Day (the last Monday in May)
5. Independence Day (the fourth day of July)
6. Labor Day (the first Monday in September)
7. Veterans Day (observed on the day established by the Yuba City Unified School District)
8. Thanksgiving Day (the fourth Thursday in November)
9. The day following Thanksgiving Day
10. Christmas Day (the 25th day of December)
11. Eight hours of holiday time to be used on either Christmas Eve or New Year's Eve, or, a combination on both days as approved by the department head.

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C. Miscellaneous Provisions

1. Whenever a holiday falls on Sunday, the following Monday shall be observed as a holiday, and whenever a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.
2. An eligible employee shall be entitled to a holiday with pay only if (i) the employee would have been regularly scheduled to work and (ii) such employee is in a paid status on the date immediately preceding or succeeding the holiday.
3. Employees on alternate work schedules shall supplement holidays with other leave to equal their scheduled work hours.
4. Holidays for Middle Manager employees working flexible work schedules shall have holidays off to the same proportion as to their regular scheduled work hours. If a holiday falls on a regular scheduled day off, the employee shall take an alternate day off within the current or following pay period.
5. In lieu of time off, Police Sergeants assigned to regular patrol shifts shall receive straight time pay for 3.07 hours per pay period. This pay shall be computed at the hourly equivalent rate for the employee's monthly salary. (PS MOU 6/17/200 to June 30, 2004)

D. Holidays for Fire and Police Service Employees in the fire and police service working shifts shall not be eligible for holidays off. For pay in lieu of holidays see the appropriate memorandum of understanding or Section E below.

Police Sergeants

In lieu of time off for holidays and holiday pay, Police Sergeants assigned to regular patrol shifts shall receive straight time pay for 7.33 hours per month, paid and computes on a bi-weekly basis. This pay shall be commuted at the hourly equivalent rate for the employee's monthly salary. For new or terminating employees, said in lieu pay shall be pro-rated from the date of employment or to the date of termination within the pay period. (PS MOU 7/1/2004 – June 30, 2008)

Police Officers' Association

In lieu of time off for holidays and holiday pay, officers assigned to regular patrol shifts and public safety dispatchers shall receive straight time pay for 7.33 hours per month, paid and computed on a bi-weekly basis. This pay shall be computed at the hourly equivalent rate for the employee's monthly salary. For new or terminating employee, said in lieu pay shall be prorated from the date of employment or to the date of termination within the pay period.

Police employees working a four (4) day, ten (10) hour work schedule with holidays off, shall only receive nine (9) ten (10) hour holidays a year which will be selected from the holidays designated for employees in the City service as outlined in Section 2.10 HOLIDAYS (B), of the Personnel Rules and Regulations. Employees will notify their supervisor in selecting the holidays of their (the employee's) choice at least one week prior to the scheduled holiday. Any holiday occurring on days scheduled for work in excess of the selected days shall be worked without additional compensation or taken as a day off without pay or with use of leave time. (POA MOU 6/17/2000 to 6/30/2004)

E. Compensation for Holiday Work

1. Eligible Employees Except as otherwise provided in this section, only City employees who are: (i) working a 40 hour week and (ii) designated as eligible for overtime in the Salary Schedule by Classification are eligible for holiday pay under this subsection.
2. Eligible City employees required to work on paid holidays shall be compensated at the overtime rate for any work during the holiday in addition to their normal rate of pay.
3. If a holiday falls on a Sunday, and Monday is designated by the City as the City holiday, compensation for holiday work shall be allowed for work performed on only Monday. If a holiday falls on a Saturday, and Friday is designated by the City as the City holiday, compensation for holiday work shall be allowed for work performed on only Friday,
4. Employees who work split weeks shall observe the sixth and seventh day as Saturday and Sunday for compensatory purposes.
5. Fire Suppression Personnel (24 hour shift schedule): In lieu of time off for holidays and holiday pay, all fire suppression employees shall receive straight time pay for 9.33 hours per month. This pay shall be computed at the hourly equivalent rate for the employee's monthly salary based on the 24 hour shift hourly rate. Said in lieu pay shall be paid, at the discretion of the City, either each pay period or semi-annually in the months of July and January based on the prior six respective calendar months. For new or terminating employees, said in lieu pay shall be prorated from the date of employment or to the date of termination within the calendar year.
6. Middle Managers
 - a. Middle manager employees shall be entitled to take holidays off as they occur (Personnel Rule Section 2.10(B)).
 - b. Holidays for Middle-Managers working flexible work schedules shall have holidays off to the same proportion as to their regular scheduled work hours. If a holiday falls on a regular scheduled day off, the employee shall take an alternate day off within the current or following pay period.
 - c.. Department Directors shall have the discretion in scheduling holidays off in the event work activities require the presence of the Middle Manager. In such case, the manager shall receive an alternate day off as described in item a above.
 - d. This provision is intended to supersede conflicting provisions in Personnel Rule Section 2.10. (MM MOU 7/1/200 to 6/30/2004)

2.11 LEAVE OF ABSENCE WITHOUT PAY

- A. Departmental Leave** A Department Head may authorize a departmental leave without pay for a regular employee for a period of time not to exceed ten (10) 8-hour working days. An employee shall be authorized a departmental leave only after all accumulated vacation leave and compensatory time off has been utilized by such employee unless said employee requests and receives benefits under the City's Short Term Disability Program, If such a departmental leave is requested because of illness or injury of an employee, such employee

shall also utilize all accrued sick leave before taking such leave of absence, unless waived by the Human Resources Director. Any request for leave that exceeds ten (10) 8-hour days shall be referred to Subsection B below.

B. Official Leave An official leave of absence may be authorized for any regular employee for a period of time not to exceed one (1) year. An official leave of absence may be authorized only after all accumulated vacation leave and compensatory time off have been utilized by such employee unless said employee requests and receives benefits under the City's Short Term Disability Program. If such official leave of absence is requested because of illness or injury of an employee, such employee shall also utilize all accrued sick leave before taking such leave of absence.

1. A request for an official leave of absence shall be made upon forms prescribed by the Human Resources Director and shall state specifically the reasons for the request, the date when it is desired to begin the leave of absence, and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by Department Heads. The Department Head shall indicate on the request form his recommendation as to whether the request should be granted, modified, or denied, and shall promptly transmit the request to the Human Resources Director.

The Human Resources Director shall indicate his/her approval or disapproval of the request and forward the form to the City Manager for final review. The City Manager shall determine whether the request shall be approved or denied.

2. The Human Resources Director shall be promptly notified by the Department Head of the return of an employee from an official leave of absence.

3. When a regular position is vacant due to an official leave of absence, the position may be filled for the length of that leave, and any extension, thereof. Any person filling such position shall be an extra help or limited term employee.

4. Any employee who is granted a leave of absence without pay under this article shall not accrue any annual vacation or sick leave benefits during the period of such leave. Said employee shall be entitled to maintain any hospitalization or life insurance program in effect; provided, that, the cost of all such insurance shall be borne solely by the employee unless the employee receives benefits under the City's Short Term Disability Program then said hospitalization program premium will be paid by the City. In addition, during the period of such leave, the employee will not be credited with time in step for the purposes of a merit step increase.

5. If said employee wants to return to work prior to the scheduled end of their leave, the employee must request approval from their Department Head. The Department Head may request substantiating evidence (i.e medical examination, doctor's written release, etc.). If the Department Head does not grant the request, the employee may appeal the decision to the City Manager.

6. An official leave may be granted for the following reasons:

a. Illness or non-job-related disability including pregnancy, beyond that covered by sick leave; (see Section 2.09)

b. Education or training which will benefit the City; or

c. Other personal reasons, provided the needs of the department are considered.

- C. **End of City Employment** In the event that an employee, who has been granted and taken the maximum official and departmental leaves, either voluntarily or involuntarily fails or is unable to return to work following the expiration of the maximum allowed period, said employee shall be deemed to have ended his or her employment relationship with the City as of the last day of the maximum leave period. Said severance from City employment shall not constitute a disciplinary action and is not subject to the provisions of Section 1.16 of these Rules.

2.12 LEAVE FOR WITNESS DUTY

- A. **General Policy** Each regular employee shall be allowed leave with pay in any case where such employee is required by law to appear as a witness in any judicial or administrative proceeding connected with or arising out of the performance of such employee's official duties as a City employee; provided, however, that payment shall be made for such leave only upon remittance to the City of all witness fees to which the employee is entitled by law.

2.13 LEAVE FOR JURY DUTY

- A. **Time Off** Each regular employee shall be allowed such time off with pay as is required in connection with jury duty; provided, however, that payment shall be made for such time off only upon remittance of full jury fees, or upon submittal of acceptable evidence that jury fees are waived.
1. An employee shall notify his Department Head immediately upon receiving notice of jury duty.
 2. An employee who uses vacation leave or compensatory time off while on jury duty shall not be required to remit or waive jury fees in order to receive his/her regular salary.

2.14 MILITARY LEAVE

A. **Temporary Military Leave**

1. Any employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Reserve shall be entitled to temporary military leave of absence while engaged in military duty ordered for purposes of active military training, encampment, naval cruises or special exercises providing that the period of ordered duty does not exceed one hundred eighty (180) calendar days.
2. He/she shall have an absolute right to be restored to his/her former position upon the termination of the temporary military duty (180) days. If no position exists, he/she shall have the same rights and privileges that he/she would have had if he/she occupied the position when it ceased to exist, and had not taken a temporary leave of absence.
3. An employee who has been in the service of the City for a period of not less than one year immediately prior to the temporary military leave of absence, shall continue to accumulate vacation and sick leave while on the temporary absence and shall receive step credit for merit increase purposes.

- B. **Compensation-Temporary Military Leave** The City shall comply with applicable State of

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California legal requirements regarding City compensation for an employee who is on temporary military leave of absence and who has been in the service of the City for a period of not less than one year immediately prior to the leave. Military pay shall be for the first 30 calendar days of absence. Pay for such purposes shall not exceed 30 days in any one fiscal year.

- C. **Military Leave Other Than Temporary** Any current employee who has been in the service of the City for one year and received orders or enlists into active military duty shall be entitled to receive his/her regular salary, less military salary, for the first 30 calendar days of ordered military duty.
- D. **Military Duty during State of Extreme Emergency** Any employee who is a member of the National Guard shall be entitled to absent himself/herself from his/her duties, without regard to the length of his/her service, while engaged in the performance of ordered military or naval duty, provided such duty is performed during such time as the Governor issued a proclamation of a state of extreme emergency. During such absence, he/she shall receive his/her regular salary, less military salary, not to exceed 30 calendar days, and continue to accumulate the same amount of vacation and sick leave that he/she would have if he/she had not been absent. Such absence shall not prejudice his/her re-employment to the position held prior to the leave of absence.

2.15 WORKER'S COMPENSATION PROGRAM

- A. **General Policy** Any employee who is injured in the performance of assigned duties shall receive such medical examination, medical care, compensation and other benefits as are awarded under the Worker's Compensation laws of the State of California.
- B. **Report of Injury** It shall be the responsibility of an employee to report any job injury on the date of its occurrence; failure to do so may be cause for disciplinary action.
- C. **Medical Examination** An employee who has suffered possible injury in the performance of assigned duties shall seek appropriate medical treatment through the City's workers' compensation policy.
- D. **Notification by Department** If an employee is injured on the job, the Department Head shall notify the Human Resources Director and shall promptly provide such forms and other information which may be requested by the Human Resources Director. Thereafter, the Department Head shall provide such other services as may be requested by the Human Resources Director in connection with said injury.
- E. **Absence Paid for Job Related Injury (Non-Safety Employee)**
 - 1. Regular employees and management, except safety employees as designated by applicable State law, shall receive, once a disabling injury or illness is determined to be job related by established authority, the appropriate Worker's Compensation benefits for the lost time supplemented to full base salary by the City, as long as the disabling condition continues and is medically verifiable, for up to a maximum of twelve months: (1) from the date of the disabling condition; or (2) up to the date of retirement or termination provided that this date does not exceed 12 months from the date of injury. The supplemental benefit shall be calculated on the base salary in effect at the time of the disabling injury or at the beginning of the disabling period.
 - 2. Employees involved in seasonal, temporary or part-time employment as defined in these rules who suffer a work-incurred injury shall be eligible for statutorily required Workers Compensation benefits only. No other remuneration shall be required from

the City during the period of disability.

F. Worker Compensation Exercise Injuries

Employees who incur an injury sustained in the physical exercise room at the Police Department facility will be extended benefits for worker compensation coverage in accordance with State regulations and laws. The department reserves the right to monitor and specify safety practices related to the use of exercise equipment. (POA MOU 7/1/2004 to 6/30/2008)

2.16 MISCELLANEOUS PROVISIONS

- A. Shift Exchange** Career service employees may be allowed to exchange shifts or portions thereof during the same week except for shift employees in the Fire Service who shall be limited to a 24 day cycle and Police Department 6/3 shift safety employees to a 27 day cycle. Shift exchanges may be made with the approval of the Department Head when the exchange does not interfere with established training schedules, the operation of the department or other applicable laws. The shift exchange shall have no effect on the hours or rate of pay for any employee involved in the exchange.

A Record shall be maintained by the Department of the exchange and employees in the Fire Service shall sign an appropriate agreement developed by the City regarding the shift exchange.

- B. Absence without Leave** No employee may be absent from duty whether voluntary or involuntary without permission of his or her immediate supervisor. An employee, absent for three consecutive or accumulative days without authorization, shall be deemed to have automatically resigned from City service and to have severed by that action his or her employment relationship with the City as of the last day on which the employee worked.

C. Uniform Allowance

1. Police Service A uniform allowance shall be granted to all regular and Middle Manager Employees in the Police Department required to wear uniforms. With the final pay period of the calendar year, six-hundred-eighty-four and twenty-five cents (\$684.25) will be paid in a lump sum amount to eligible employees minus the required employee contribution to the Public Employees' Retirement System (PERS). Such lump sum payment will be reported to the appropriate taxing authorities as income. Uniform allowance shall be prorated from the date of payment for each hour for new or terminating employees. (POA MOU 7/1/2004 to 6/30/2008)

Those who receive a uniform allowance are required to meet department uniform standards.

The Police Chief shall be eligible for reimbursement upon the advance approval of the City Manager, for actual expenses incurred in the purchase of department uniforms. In no case shall the reimbursement exceed the regular uniform allowance granted to regular employees of the department.

- a. Damaged Uniforms When in the course of duty and not due to carelessness or inattention to normal operating precautions, a uniform is damaged beyond repair, all members of the Police Department (including volunteers, part-time, career and management employees) who are required to wear a uniform, may submit a reimbursement claim for the damaged uniform. A claim may

not be submitted for uniform replacement if the uniform has been damaged as a result of it being worn out. The amount of reimbursement to be received from a claim shall be determined by the Finance Director and he/she shall consider wear and overall condition as factors in making the determination. The City Manager shall make the final determination if the employee does not agree with the decision of the Finance Director.

2. Fire Service

- a. For employees in the uniform service including Middle Manager Classifications and the Fire Chief, upon initial employment in City service, the following uniform apparel shall be purchased.
 1. Five pairs of Department authorized Class B uniform pants.
 2. Department authorized footwear based on Department requirements.
 3. Department authorized Class C uniforms as follows:
 - a) 4 T-Shirts
 - 1 Pair of Sweatpants and Shirt
 - 1 Pair of Shorts
 4. One set of Department required safety equipment which includes turnout gear and brush pants.
 5. Uniform jacket with removable liner
 6. Five blue short-sleeve uniform shirts (white for management positions)

Employees may be required, at the discretion of the Fire Chief, to replace uniform items which are lost or damaged due to employee carelessness or negligence.

- b. The City shall replace, as soon as possible, the Department authorized uniform apparel and/or equipment initially purchased in "a" above based on serviceability in accordance with Department standards when said uniform apparel or equipment is turned into Department management.

3. Middle-Managers

- a. For all Middle-Manager positions in the Police Department, a uniform allowance shall be paid in accordance with the amount specified in the Memorandum of Understanding for the Police Officer's Association. It is further agreed that future changes in the amount of the allowance will be accorded to the Middle Managers. Should the allowance be eliminated, decreased, or modified in any way which would be a reduction in the benefit, then the City and the Middle-Managers Association shall meet to discuss the impact of the changes.
- b. For all Middle-Manager positions in the Fire Department, uniforms shall be issued and replaced by the City as is the current practice under the Memorandum of Understanding for the Firefighter's Association. It is further agreed that should changes in the uniform benefit be negotiated with the

Firefighter's Association which would be a reduction in the benefit that the city and Middle-Managers shall meet to discuss the impact of the changes. (MM MOU 7/1/200 to 6/30/2004)

D. Eyewear and Watches

When, in the course of duty and not due to carelessness or inattention to normal operating precautions, prescription eye glasses or a wristwatch of a Fire Unit or sworn police officer member is damaged, said employee may submit a claim for such damage, A claim for repair or replacement may be made by a memorandum in writing to the Department Head stating (i) the nature of the damage; (ii) how the damage occurred; (iii) the age and condition of the damaged glasses or wristwatch; and (iv) the cost of repair or replacement (expensive, by reasonable standards, prescription glasses or wristwatches will not be replaced in kind). The Department Head shall forward the request, with his/her recommendation and explanation to the Finance Director who shall determine the amount of reimbursement for repair or replacement based on age, value, overall condition and damage as factors in making the determination. The City Manager shall make the final determination if the employee does not agree with the decision of the Finance Director.

E. Health Insurance Coverage

1. Eligibility The following persons are eligible to enroll in the City's Health Insurance Program:
 - a. All regular employees and elected officials.
 - b. Employees who retire from City service and elected officials who leave City service will be able to continue City group health plan or the dental and vision plan coverage under the following conditions:
 - 1) The employee must retire under the provisions of the Public Employees' Retirement System (PERS). Elected officials are eligible when they leave office.
 - 2) Coverage under the health plan or the dental and vision plan must be maintained continuously from the date of termination from City Service. The retiree or former elected official cannot discontinue coverage and re-enroll at a subsequent date.
 - 3) Group coverage may continue after age sixty-five (65). The health plan coverage will be a Medicare program supplemental policy.
 - 4) Dependent(s) may be covered for the dental and vision plan if the Dependent(s) were covered while the retiree or elected official was employed by the City and coverage is continuously maintained. Dependent(s) may be covered for the health plan during the open enrollment periods or when allowed under the health plan provider rules.
2. Premium The City of Yuba City will pay the negotiated health insurance premium amount for all regular City Employees as provided in the Memorandum of Understandings. Retirees and former elected officials will pay the full premium for themselves and eligible dependents in the same manner and under the same conditions required for COBRA participants except for payment of the COBRA

administrative fee.

3. Health Plan Incentive Program

All regular employees are eligible to participate in the Health Plan Incentive Program. Incentives shall be offered to encourage those employees who have other health plan coverage available to them to elect not to participate in the City health plan under the following conditions:

- a. Employee shall maintain health plan coverage for their self. Coverage may be with the City health plan or another provider. For other provider coverage, proof of coverage shall be provided to the City at the time the employee elects not to participate in the City provided health plan.
- b. Incentives will be paid according to applicable Memorandum of Understanding.
- c. Open enrollment rules shall apply to reinstate employee and/or employee's dependent(s) coverage. Changes in incentive payment levels shall occur in the pay period following the change in the employee and employee's dependent(s) status and completion of incentive election forms.

4. Coverage during Leave-Of-Absence All regular employees on leaves of absence with pay will have their health insurance premium paid in accordance with this article notwithstanding Section 2.II.D(10). A regular employee on leave of absence without pay may continue their coverage on the City's health plan under the following conditions:

- a. If the employee returns prior to the end of the month in which the leave started, there will be no charge for the continuance of the City's health plan premium in accordance with the Memorandum of Understanding in effect at the time.
- b. If the leave extends past the end of the month in which the employee leaves, the employee will be charged the insurance premiums, based on an appropriate daily rate until he/she returns to work. The employee must pay for such coverage on or before the first day of the month and will be reimbursed for a daily rate on return.
- c. If the employee decides not to pay, the employee shall be terminated from coverage (effective the first of the month) for the duration of the leave of absence.

The employee shall be notified that coverage shall not be reinstated until the first of the month following his/her return to duty, unless the employee returns on the first of the month, at which time the insurance will be started immediately.

5. Coverage for Retirees and Former Elected Officials

- a. Coverage under the City plan for retirees and former elected officials is for full Health Insurance Coverage at their option.
- b. All eligible City employees who meet all eligibility requirements of Section 2.16F shall have the option of retaining the City's group health plan or the dental and vision plan at retirement through the term of the Memorandum of

Understanding currently in effect for the particular employees' group.

F. Safety Agreements

1. Employees hired in the classifications of Police Recruit or Police Officer shall be required to sign a physical fitness condition agreement relative to their employment in a sworn law enforcement capacity. Said agreement shall be in conformance with the standards established between the representatives of the Police Department Unit and the City.
2. Upon request of the Police Officers' Association, the City will furnish to the Association sample copies of the individual agreement forms to be signed by the City and police officers. Individual agreements signed by police officers prior to assignment to non-patrol programs entered into after July 1, 1991 will include language suggesting that the officer discuss the agreement with the Association before signing.

2.17 MEDICAL EXAMINATION AND WELLNESS STANDARD PROGRAMS

A. Initial Physical Examination All applicants for employment in the career, executive and exempt services are subject to a post-offer, pre-employment medical examination to determine whether they are fit for duty. All temporary employees are subject to a medical examination on initial hiring and thereafter as required if they are rehired on a regular basis.

B. Periodic Physical Examination

1. Other Physical Examination All City employees may be required to take and pass a physical examination whenever, in the judgment of the appointing authority, the best interests of the City require such an examination.
2. DMV License Examination Physical examinations for employees who are required to maintain a Class A or B California driver's license as a job requirement shall have the expense paid by the City. Employees shall go to the medical center designated by the City.

C. Sworn Police Officer/ Fire Service Health and Wellness Assessment

Please refer to the appropriate Department Standard Operating Procedure Manual.

2.18 TUITION REIMBURSEMENT

A. Purpose

The tuition reimbursement program has been established for the purpose of achieving the following objectives:

1. Develop employee professional, technical, supervisory, and management skills and abilities;
2. Provide employees with assistance in developing their potential for promotability with the City;

3. Increase employee job interest and morale;
4. Provide financial assistance for employee development which is in the best interest of the employee and the City; and
5. Assist in the development of more effective and efficient employer/employee relationships.

It is the City's purpose and objective to foster and encourage continuing education and training for all Yuba City employees resulting in a more highly skilled, effective, and efficient public service.

This program is also available to those employees who wish to improve their knowledge and skills in current job-related areas and other career fields within City service.

B. Program Intent

The Tuition Reimbursement Program is designed to encourage employees to actively pursue higher education to improve their knowledge and skills in current job-related areas and other career fields within City service.

C. Qualifying Programs

1. College/University Programs: Financial assistance will be provided for eligible City employees who enroll in college level courses at a community college, state college/university, or an accredited private college/university. Accredited means accreditation through the Western Association of Schools and Colleges.
2. Alternate Education Programs: It is recognized that employees may seek enhancement of their knowledge and skills via college level programs that are not presented in a college or university setting and thus do not receive academic units. In such situations, approval for tuition reimbursement may be granted on a case-by-case basis based on the following criteria:
 - a. The educational program must be equivalent to college level coursework;
 - b. Workshops, seminars and conferences are not eligible;
 - c. Continuing education credits are acceptable;
 - d. A course grade or pass/fail rating must be issued by the educational provider;
 - e. Approval by the employee's supervisor or manager is required;
 - f. The educational program must be specifically related to the career field in which the employee is presently working or another career field within City service.

D. Program Criteria

For eligible employees, the tuition reimbursement program will pay for college/university tuition and books based on the following criteria:

1. Up to full community and/or state college/university tuition for job-related courses successfully completed.
2. Tuition will be paid to a maximum of one thousand (\$1,000) dollars per fiscal year.

3. Advanced approval of courses before enrollment is required.
4. Determination of course eligibility will be made by the Department Head and Human Resources Director. Courses which may be part of a degree program but are not City service related will be considered for reimbursement at fifty percent (50%). Non-City service related courses must be approved in advance by the Human Resources Director as part of a pre-approved plan where the employee must declare a degree objective. Work experience courses shall not be eligible for reimbursement.
5. Textbooks related to approve college courses will be paid up to a maximum of one hundred and fifty dollars (\$150) per fiscal year.

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Tuition Reimbursement will be expanded to provide reimbursement for parking fees, class presentation preparation materials and other educationally-related materials, fees or supplies. The total amount available through the program is \$1,150. (MOU 6/19/1999 to 6/30/2002)

Firefighter's Association

The City of Yuba City's Tuition Reimbursement Program will reimburse eligible employees for their enrollment costs for courses authorized for delivery by the Office of the California State Fire Marshall – State Fire Training. To receive reimbursement the employee must provide a certificate from State Fire Training indicating successful course completion.

E. Program Procedures

The following procedures will be used by employees who are interested in participating in this program.

1. Application for reimbursement must be made on a form provided by the Human Resources Department.
2. Written request by application form must be made at least two weeks in advance of course enrollment.
3. All information required on the application for reimbursement request form must be complete, including:
 - a. Full title and number of course(s).
 - b. Units/Credits.
 - c. Tuition amount requested for reimbursement.
 - d. Description of the course(s) relative to City career field/degree program.
 - e. Catalog or schedule-of-classes description of the course(s).
4. After successful completion of the course(s) (successful completion means a C or better on a graded course, and a pass on a pass/fail course), a reimbursement completion form must be submitted to the Human Resources Department within 45 days after the completion of the course(s).
5. The reimbursement request form must be fully completed.
6. Attached to the reimbursement request form must be:

- a. Proof of successful completion of the course(s).
 - b. Receipt for the tuition amount paid.
 - c. Proof of purchase of approved course textbook(s).
7. Failure to follow these procedures invalidates a claim for reimbursement. Consideration for waivers to these procedures may be considered on an individual basis by request to the Human Resources Director.

F. Eligibility

1. Eligible for the program are those employees who meet the definition of Regular Employee (Section 102(b)32) and who have completed their initial probationary period in conformance with the Personnel Rules. Fire Unit and Police Unit employees must complete at least 12 months of City service; and
2. Those employees who meet all the requirements and procedures of the tuition reimbursement program.

2.19 GENERAL PROVISIONS

A. Construction

1. Nothing in these Rules and Regulations shall be construed to deny any person or employee the rights granted by Federal and State laws and City Ordinance provisions.
2. The provisions of these Rules and Regulations are not intended to conflict with the provisions of Chapter 10, Division 4, and Title 1 of the Government Code of the State of California (Sections 3500 et. seq., as amended).

- B. Severability** If any provisions of these Rules and Regulations or the application of such provisions to any person or circumstance, shall be held invalid, the remainder of these Rules and Regulations or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

2.20 REPEAL OF CONFLICTING RESOLUTIONS

All Resolutions and parts of Resolutions in conflict herewith are hereby repealed.

SECTION III - EMPLOYER-EMPLOYEE RELATIONS RULES AND REGULATIONS

3.01 STATEMENT OF PURPOSE

These Employer-Employee Relations Rules and Regulations are enacted pursuant Government Code 3507 of the Meyers-Milias Brown Act and Section 2-5.08© of the Yuba City Municipal Code. The purpose of these rules concerning employer-employee shall be:

- A. To assure a uniform and equitable basis for employer-employee relations within the City of Yuba City.
- B. To insure open channels of communication that permits the exchange of information and ideas in a cooperative and informal manner.
- C. To further the understanding of the rights and obligations of the City of Yuba City and employee organizations concerning employer-employee relations.
- D. To bring together the points of view of management and the employees in order to insure increased efficiency combined with the improved well-being of those employed.

3.02 DEFINITIONS

As used in these Rules and Regulations, the following terms shall have the following meanings.

- A. Appropriate Unit means a unit of employees established pursuant to Section 3.05, Subsection B of these Rules and Regulations.
- B. City: means the City of Yuba City, a municipal corporation, and where appropriate herein, "City" refers to the City Council, the governing body of said City, or any duly authorized management employee as here in defined.
- C. Compensation: means salary or other direct pay plus all employee benefits.
- D. Consultation means verbal or written communication for the purpose of presenting and exchanging views or advising of intended actions.
- E. Days: means "calendar days" unless otherwise stated.
- F. Career Service means any person regularly employed full time or part time by the City in a permanent position. Does not include persons elected by popular vote and management employees.
- G. Employee, Confidential means an employee who in the course of his or her duties, has access to confidential information relating to the City's administration of employer-employee relations, including but not limited to Confidential Administrative Assistant and Department Head Secretary.
- H. Employee, Management means any employee having significant responsibilities for formulating and administering City policies and programs, including, but not limited to, the City Manager and department heads.
- I. Employee, Mid-Management means any employee having significant responsibilities for a

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division of a department or having significant responsibilities in the development of financial or administrative procedures, including, but not limited to, Park Manager, Finance Officer, Administrative Analyst III, Fire Division Chief, etc.

- J. Employee, Professional means employees engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, such as attorneys, engineers, nurses, doctors, or the equivalent.
- K. Employee, Supervisory: means any employee having authority, in the interest of the City, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsible to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
- L. Employee Organization means any organization which includes employees of the City and which has as one of its primary purposes representing such employees in their employment relations with the City.
- M. Employer-Employee Relations means the relationship between the City, and its employees and their employee organization, or when used in a general sense, the relationship between City management, and employees or employee organizations.
- N. Impasse means a deadlock in discussions between a formally recognized employee organization and the Municipal Employee Relations Officer where after meeting and conferring in good faith over matters to be included in a Memorandum of Understanding concerning which they are required to meet and confer, The differences between the parties remain so substantial and prolonged that further meeting and conferring would be futile.
- O. Exclusively Recognized Employee Organization means an employee organization that has been granted formal recognition by the City Council as the sole employee organization representing the employees in an appropriate representation unit pursuant to Section 3.05 hereof, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees.
- P. Mediation/Conciliation means the efforts of an impartial third person, or persons, functioning as intermediaries, to assist the parties in reaching a voluntary resolution to an impasse, through interpretation, suggestion and advice. Mediation and conciliation are interchangeable terms.
- Q. Meet and Confer in Good Faith (sometimes referred to herein as “meet and confer” or “meeting and conferring”) means performance by duly authorized City representatives and duly authorized representatives of a majority representative to meet at mutually agreeable times and to confer in good faith regarding matters within the scope of representation, including wages, hours, and other terms and conditions of employment, in an effort to: (1) reach agreement on those matters within the authority of such representatives, and (2) reach agreement which will not be binding, but which will be recommended to the City Council for its determination. This does not require either party to agree to a proposal or to make a concession.
- R. Proof of Employee Support means (1) an authorization card recently signed and personally dated by the employee, or (2) a verified authorization petition or petitions recently signed and personally dated by an employee, or (3) employee dues deduction authorization, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the

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account of any one employee shall not be considered as proof of employee support for any employee organization. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee. The words "recently signed" shall mean within ninety (90) days prior to the filing of a petition.

- S. Municipal Employee Relations Officer means the City's principal representative in all matters employee- employee relations designated pursuant to Section 3.04 or his/her duly authorized representative.
- T. Recognized Employee Organizations means an employee organization, which has been acknowledged by the City Council as an employee organization that represents employees of the City. The rights accompanying such recognition are detailed in Section 3.05.
- U. Scope of Representation means all matters relating to employment conditions and Employer-employee-relations, including, but not limited to, wages, hours and other terms and conditions of employment. However, the scope of representation shall not include, (i) consideration of the merits, necessity or organization of any service or activity provided by law or executive order, and, (ii) Section 3 03 of these Rules and Regulations pertaining to City rights.

3.03 EMPLOYER-EMPLOYEE STANDARDS

- A. Rights of Employees Employees have the right to organize or join employee organizations of their own choice for the purpose of representation on all matters of employer-employee relations. Employees are free to join or not to join an employee organization and shall have the right to refuse to join or participate in the activities of employee organizations. Membership or non-membership in an employee organization is not a condition of employment and the employee will not be granted preferential treatment nor will he/she be withheld from equitable treatment nor will he/she be withheld from equitable treatment because of either membership or non-membership in such an organization. Each employee has the right to represent himself individually in his employment relations with the City. Employees shall not have the right to strike or to recognize a picket line of a labor organization while in the course of the performance of their official duties. (See Section 3.08, Subsection F)
- B. City Rights Subject to State law and the provisions of the City of Yuba City Employer-Employee Relations resolution, the rights of the City through its Council and Management include, but are not limited to: the exclusive right to determine the mission of its constituent departments, commissions, boards; set standards of service; determine the procedures and standards of selection for employment and promotions; direct its employees; establish and enforce dress and grooming standards; determine the methods and means to relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City; to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause; establish reasonable employee performance standards including, but not limited

to, quality, and quantity standards; and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The City Council on its own behalf and on behalf of the City, hereby retains and reserves unto itself all rights, power, authority, duty, responsibility, and obligations conferred on and vested in it by the laws and Constitution of the State of California and the United States of America.

C. Meet and Confer in Good Faith - Scope

1. The City, through its representatives, shall meet and confer in good faith with representatives of formally recognized employee organizations, with majority representation rights, regarding matters within the scope of representation including wages, hours, and other terms and conditions of employment within the appropriate unit.
2. The City shall not be required to meet and confer in good faith on any subject preempted by Federal or State law, nor shall it be required to meet and confer in good faith on Employee or City rights as defined in this section.

3.04 DESIGNATION OF MUNICIPAL EMPLOYEE RELATIONS OFFICER

- A. The City Council hereby designates the City Manager, who shall be the City's principal representative in all matters of employer-employee relations, with authority to meet and confer in good faith on matters within the scope of representation including wages, hours, and other terms and conditions of employment.
- B. The Municipal Employee Relations Officer is authorized to delegate these duties and responsibilities.

3.05 EMPLOYEE RELATIONS PROCEDURES

A. Advance Notice

1. Reasonable written notice shall be given to each recognized employee organization affected by any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council or by any board or commission of the City.
2. In cases of emergency when the City or any board or commission of the City determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the City shall provide such notice and opportunity to meet at the earliest possible time following the adoption of such ordinance, rule or resolution.

B. Appropriate Unit

1. The Municipal Employee Relations Officer and the Human Resources Director shall determine whether a proposed unit is appropriate based on the following criteria:
 - a. The minimum number of units will be established consistent with good employer-employee relations.

- b. To minimize fragmentation of existing units.
 - c. An appropriate unit shall be the largest group of employees having an identifiable community of interest.
 - d. Division of a single classification among two or more representation units shall be avoided wherever possible.
 - e. Professional employees shall not be denied the right to be represented separately from non-professional employees by a professional employee organization consisting of such professional employees.
 - f. The history of employee relations in the City shall be considered, however no, unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized
 - g. The effect of a proposed unit on the efficiency of City services and sound employee relations shall be considered.
 - h. The extent of membership of a group of employees in an employee organization shall not be the sole criterion.
 - i. Management, Mid-management, First Level Management and Confidential employees shall not be included in the same unit(s) with non-management, non-mid-management, and non-confidential employees.
 - j. In all cases, units will be determined in such a manner as to avoid conflict of interest and maintain the integrity of the managerial, supervisory, and employee relationships within the City, for the equitable treatment of all concerned.
 - k. Units will not be considered appropriate units which do not include an entire City department or included a minimum of fifteen (15) employees. Departments of less than fifteen (15) employees, and units or groups of employees not part of a department shall be combined as an amalgamated unit for purposes of seeking recognition under this policy.
2. If the decision, establishing an appropriate unit, is challenged by a formally recognized employee organization, the matter shall be referred to the City Council for a final decision.

C. Restrictions on Management and Confidential Employees

Management and confidential employees, as designated who are members of an employee organization that includes as members employees who are not management or confidential employees shall not:

- 1. Serve as officers of such employee organization;
- 2. Serve on committees which deal with representation of non-management or non-confidential employees concerning matters within the scope of representation;
- 3. Serve as representatives of such employee organization before management.

The following positions shall be designated as management/confidential employees:

City Manager
 Administrative Assistant
 Police Chief
 Fire Chief
 Administrative Analyst I (depending on department)
 Administrative Analyst I/II
 Administrative Clerk I/II/III
 Associate Civil Engineer
 Associate Planner
 Laboratory Manager
 Chief Building Official
 Principal Engineer
 Crime Analyst
 Fire Division Chief
 Fire Prevention Manager
 Fleet Maintenance Supervisor
 Geographic Info Systems Coordinator
 Housing Programs Analyst I/II
 Human Resources Technician
 Intermediate Account Clerk (Payroll)
 Parks Maintenance Supervisor
 Parks Maintenance Manager
 Director of Parks and Recreation
 Plant Maintenance Supervisor
 Police Captain
 Police Lieutenant
 Public Works Superintendent
 Recreation Manager
 Recreation Supervisor I/II/III
 Executive to the City Manager
 Construction Inspector – Senior
 Planner – Senior
 Maintenance Supervisor – Streets
 Water Treatment Facility Chief Operator
 Wastewater Treatment Facility Chief Operator I/II
 Wastewater Treatment Facility Supervisor
 Assistant City Manager
 Director of Community Development
 Director of Human Resources
 Director of Public Works
 Director of Utilities
 Director of General Services and Information Technology
 Chief Financial Officer

D. Petition for Recognition ~~the~~ The Right to Meet and Confer In Good Faith As Majority Representative

An employee organization that seeks formal recognition as an Exclusively Recognized Employee Organization for purposes of meeting and conferring in good faith, as the majority

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representative of the employees in an appropriate unit shall file a petition with the Municipal Employee Relations Officer containing the following information and documentation:

1. Name and address of the employee organization.
2. Names and titles of its officers.
3. Names of employee organization representatives who are authorized to speak on behalf of the organization..
4. A statement that the employee organization has as one of its primary purposes, representing employees in their employment relations with the City.
5. A statement whether the employee organization is a chapter or local, or affiliated directly or indirectly, in any manner, with a regional or state or national or international organization; and, if so, the name and address of each such regional, state, or international organization.
6. Certified and dated copies of the employee organization's constitution and by-laws.
7. A designation of those persons, not exceeding two in number, and their addresses to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
8. A statement that the employee organization recognizes that the provisions of Section 923 of the Labor Code are not applicable to City employees.
9. A statement that the employee organization has no restriction on membership based on race, color, creed, sex, national origin, age or sexual orientation.
10. The Job classification or position titles of employees in the unit and approximate number of members in such units.
11. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that a majority of the employees in the unit claimed to be appropriate to have designated the employee organization to represent them in their employment relations with the City. Such written proof shall be submitted for confirmation to the Municipal Employee Relations Officer or to a mutually agreed upon disinterested third party..
12. A request that the City Council recognize the employee organization as the Exclusively Recognized Employee Organization of the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith on all matters within the scope of representation.

E. Recognition of Employee Organization as Majority Representative

1. An employee organization that seeks formal recognition as the majority representative in an appropriate unit shall file a Petition for Recognition with the Municipal Employee Relations Officer containing all of the information set forth in Section 3.05, Subsection D. Upon receipt of the Petition for Recognition, the Municipal Employee Relations Officer shall determine whether there has been compliance with the requirement of the Petition for Recognition and the proposed unit is an appropriate unit. If an affirmative determination is made by the Municipal

Employee Relations Officer on the foregoing two matters, he shall give notice of such request for formal recognition to the employees in the unit and shall take no action on said request for 30 days thereafter.

If either of the foregoing matters are not affirmatively determined, the Municipal Employee Relations Officer shall inform the employee organization of the reasons therefore in writing. The petitioning employee organization may appeal such determination in accordance with the procedures contained in this resolution.

2. Within 30 days of the date notice to employees is given, any other employee organization (hereinafter referred to as the "challenging organization") may seek formal recognition as Exclusively Recognized Employee Organization for that unit or overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the recognition petition being challenged), by filing a petition for evidencing proof of employee support in the unit claimed to be appropriate of at least 30% and otherwise in the same form and manner as set forth in this resolution.

- a) If such challenging petition seeks establishment of an overlapping unit, the Municipal Employee Relations Officer shall call for a hearing on such overlapping petitions for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations shall be heard. Thereafter, the Municipal Employee Relations Officer shall determine the appropriate unit or units in accordance with the standards in this Section. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the Municipal Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to the procedures contained in this Section.

- b) If the employer organization in the unit is found to be appropriate and it has submitted written proof that it has the support of at least 30% of the employees, the Municipal Employee Relations Officer shall arrange for a secret ballot election to be conducted by a party agreed to by the Municipal Employee Relations Officer and the concerned municipal employee organization(s), in accordance such party's rules and procedures subject to the provisions of this Resolution. All employee organizations who have duly submitted petitions which have been determined to be in conformance with this Section shall be included in the ballot. The ballot shall also reserve to employees the choice of representing themselves individually in their employment relations with the City. Employees entitled to vote in such election shall be those persons employed in regular permanent positions within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the City in the same unit on the date of the election. An employee organization shall be granted formal recognition by the City Council following an election or run-off election if:

- a. The employee organization has received the vote of a majority of those eligible employees voting in the unit in which the election is held.

- b. In an election involving three or more choices, where none of the choices receives a majority of those employees voting, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast.
3. If the written proof submitted by an employee organization in the unit found to be appropriate establishes that it represents more than 50% of the employees in such unit, and there is no other challenging employee organization, the Municipal Employee Relations Officer may, in his discretion, submit the matter to the City Council for formal recognition of such employee organization without a secret ballot election.
4. There shall be no more than one election in a 12 month period within the same unit excluding a run-off election.
5. In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Mediation and Conciliation Service.

Costs of conducting elections shall be borne in equal shares by the City and by each employee organization appearing on the ballot.

F. Decertification of an Exclusively Recognized Organization - Appropriate Unit

1. A Petition for Decertification alleging that an employee organization granted formal exclusive recognition is no longer the majority representative of the employees in an appropriate unit may be filed with the Municipal Employee Relations Officer only during the month of March of any year following the first full year of formal recognition or during the thirty (30) day period commencing one hundred and twenty (120) days before the termination date of a Memorandum of Understanding then having been effect less than three (3) years, whichever occurs later. The Petition for Decertification may be filed by two or more employees, a group of employees or their representative, or an employee organization. The Petition, including all accompanying documents, shall be verified, under oath, by the person signing it, that its contents are true. It may be accompanied by a Petition for Recognition by a challenging organization. The Petition for Decertification shall contain the following information:
 - a) The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
 - b) The name of the exclusively recognized employee organization.
 - c) An allegation that the exclusively recognized employee organization no longer represents a majority of the employees in the appropriate Unit, and any other relevant and material facts.
 - d) Written proof that at least 30% of the employees in the unit do not desire to be represented by the exclusively recognized employee organization. Such written proof shall be dated within the time limits specified in subsection a) above and shall be submitted for confirmation to the Municipal Employee Relations Officer or to a mutually agreed upon

disinterested third party.

3. An employee organization may, in satisfaction of the Decertification Petition requirements, hereunder, file a Petition under this Section in the form of a Recognition Petition that evidences proof of support of at least thirty (30) percent, that includes the allegation and information required under subsection.
4. The Municipal Employee Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Section. If his/her determination is negative, he/she shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination to the City Council in accordance with this Section. If the determination of the Municipal Employee Relations Officer is in the affirmative, or if his negative determination is reversed on appeal, he/she shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.
4. The Municipal Employee Relations Officer shall arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine if the formally recognized employee organization shall retain its recognition rights. The formally recognized employee organization shall be decertified if a numerical majority of all employees eligible to vote in the unit vote for decertification.
5. During the "open period" specified in the first paragraph of this Subsection F, the Municipal Relations Officer may, when he/she has reason to believe that a majority of unit employees no longer wish to be represented by the incumbent Exclusively Recognized Employee Organization, give notice to that organization and all unit employees that he/she will arrange for an election to determine that issue. In such event any other employee organization may within fifteen (15) days of such notice file a Recognition Petition accordance with the Subsection F, which the Employee Relations Officer shall act on in accordance with this Subsection F. If pursuant to this Subsection F, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

- G. Cost of Election Proceedings** The cost of any election shall be divided equally between the City and the employee organization(s) whose name(s) appear on the ballot.

3.06 RESOLUTION OF IMPASSE

- A. The impasse procedure shall only be utilized when all other attempts at reaching an agreement through negotiations have been unsuccessful.
- B. Any party may initiate the impasse procedure by filing with the other party (or parties) affected, a written request for an impasse meeting together with a statement of its position on all disputed issues. An impasse meeting shall then be scheduled by the Municipal Employee Relations Officer as soon as possible after the date of filing of the written request for such meeting, with written notice to all parties affected.
- C. The purpose of such impasse meeting is twofold:

1. To permit a review of the position of all parties in a final effort to reach agreement on the disputed issues, and
 2. If agreement is not concluded, to mutually select the specific impasse procedures which may include mediation or fact finding to resolve the dispute. In the absence of agreement between the parties on this point, the matter shall be resolved by the City Council.
- D. If mediation or fact finding is unsuccessful, either party may appeal the impasse issue to the City Council. After a public hearing on the issues involved in the impasse, the City Council shall make a determination of the issues and its decision shall be final.
- E. The fees and expenses, if any, of mediators or of any other impasse procedure, shall be payable one-half by the City and one-half by the employee organizations.

3.07 MEMORANDUM OF UNDERSTANDING

- A. When the meeting and conferring process is concluded between the Municipal Employee Relations Officer and a formally recognized employee organization representing a majority of the employees in an appropriate unit, all agreed upon matters shall be incorporated in a written Memorandum of Understanding signed by the Municipal Employee Relations Officer and majority representative(s).
- B. Those matters in the Memorandum of Understanding requiring City Council action shall be submitted to the City Council for determination.

3.08 RULES AND OPERATING PROCEDURES

A. Access to Work Locations

1. Reasonable access to employee work locations shall be granted officers of recognized employee organizations and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the department head or the Municipal Employee Relations Officer. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.
2. Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, holding membership drives, campaigning for office, conducting elections and distributing literature shall not be conducted during working hours or on City property.

B. Reasonable Time Off to Meet and Confer

Employees representing a formally recognized employee organization shall have a reasonable amount of time off without loss of compensation to attend meet and confer with the Municipal Employee Relations Officer. In the absence of express authorization in advance by the Municipal Employee Relations Officer, not more than three City employees representing a formally recognized employee organization shall be entitled to attend meet and confer sessions without loss of compensation. City employees who represent a recognized employee organization at such meeting shall give reasonable advance notice thereof to their immediate supervisor, but in no event shall such notice be given less than one full day or shift before the meeting; except, however, that the Municipal Employee Relations Officer may at his discretion waive this requirement for advance notice. Nothing provided herein, however, shall limit or restrict City management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances.

C. Use of City Facilities

1. Employee organizations may, with the prior approval of the Municipal Employee Relations Officer, be granted the use of City facilities during non-work hours for meetings of City employees provided space is available, and provided further such meetings are not used for organizational activities or membership drives of City employees. The City reserves the right to assess reasonable charges for the use of such facilities.
2. The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

D. Use of Bulletin Boards

Formally recognized employee organizations complying with these rules and regulations will be provided a reasonable amount of space for posting organization bulletins under the following conditions:

1. Employee organization representatives may post material provided such activities do not disrupt official business and provided that this material does not contain information inconsistent, incompatible, in conflict with or inimical to the interest of Yuba City or its officers or its employees.
2. All materials must be dated and must identify the organization which published them.
3. The actual posting of materials will be done by the organization. In the event that posted materials are, in the opinion of the department head, objectionable or interfere with the proper functioning of the department, the department head may order the material removed provided, however the department head discusses such removal with the Municipal Employee Relations Officer as soon as possible.
4. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to employee organizations' materials.
5. An employee organization that does not abide by these rules will forfeit its right to have materials posted on City bulletin boards.

E. Availability of Data

1. The City will make available within a reasonable period and upon written request to employee organizations such non-confidential information pertaining to employment relations as is contained in the public records of the agency, subject to the limitations and conditions set forth in this rule and Government Code Section 6250-6270.
2. Such information shall be made available during regular office hours in accordance with the City's rules and procedures for making public records available and after payment of reasonable costs, where applicable.
3. Nothing in this rule shall be construed to require disclosure of records that are:
 - a.) Personnel, medical and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy.
 - b.) Working papers or memoranda which are not retained in the ordinary course of business or any records where the public interest served by not making the record available clearly outweighs the public interest served by disclosure of the record.
 - c.) Records pertaining to pending litigations to which the City is a party, or to claims or appeals which have not been settled.
4. Nothing in this rule shall be construed as requiring the City to do research for an inquirer or to do programming or assemble data in a manner other than usually done by the agency.

F. Peaceful Performance of City Services

1. Participation by any employee in a strike or work stoppage is unlawful and shall subject the employee to disciplinary action, up to and including discharge.
2. No employee organization, its representative, or members shall engage in, cause, instigate, encourage or condone a strike or work stoppage of any kind. Such action may result in the revocation of recognition rights.
3. As used in this Section "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of influencing, or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

G. Dues Check Off

Only a formally recognized employee organization may be granted permission by the City Council to have the regular dues of its members deducted from their paychecks in the units, which said organization represents, in accordance with procedures prescribed by the Chief Financial Officer. Dues deduction shall be made only upon the written authorization of the member. Dues deduction authorization may be cancelled and the dues check off payroll discontinued at any time by the member upon written notice to the Chief Financial Officer. Dues deduction authorization or cancellation shall be made upon cards provided by the Human Resources Director.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check off authorized. When a member in good standing of the formally recognized employee organization is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period.

In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over employee organization dues. Dues withheld by the City shall be transmitted to the officer designated in writing by the employee organization as the person authorized to receive such funds, at the address specified. All employee organizations who receive dues check off shall indemnify, defend and hold the City of Yuba City harmless against any claims made and against any suit instituted against the City of Yuba City on account of check off of employee organization dues. In addition, all such employee organizations shall refund to the City of Yuba City any amounts paid to it in error upon presentation of supporting evidence.

3.09 GRIEVANCE POLICY

- A. Policy** In order to establish a harmonious and cooperative relationship between the City and its employees and to keep open channels of communication, it shall be the City's policy to provide for the settlement of differences through an orderly grievance procedure. It is the City's policy to assure its employees the right of access to this procedure, free from interference, restraint or coercion. This section pertaining to grievance policy shall apply only to career service employees.
- B. Grievance Defined** A grievance is a complaint of a career service employee or group of career service employees alleging unfair treatment resulting from improper application or interpretation of the City's Personnel Rules and Regulations and/or the express terms of any memorandum of understanding. Performance evaluations and counseling memos regarding an employee's performance or an appeal of a disciplinary action shall not be considered a grievance under this section but are covered in other sections of the Rules and Regulations. The time limits contained in this policy may be extended by mutual agreement between the City and the grievant(s). If the grievance(s) consider the City's answer at any step taken to the next step of the grievance procedure within the time must be taken to the next step of the grievance procedure within the time limits provided or the grievance will be considered settled based upon the City's last answer. If the City fails to promptly answer a grievance within the time limits contained in this policy, the grievance will be considered moved to the next step in the procedure.
- C. Procedure**
1. Informal Discussion
Any career service employee or group of career service employees having a grievance shall first discuss the grievance with their immediate supervisor within ten (10) working days of the occurrence which caused the grievance. If the immediate supervisor's answer to the grievance does not satisfactorily adjust the grievance, in the opinion of the employee(s), the employee(s) may proceed to the next step in the grievance procedure outlined in Subsection 2.
 2. Department Head Review
Any grievance not satisfactorily adjusted at the informal discussion step may

be moved to this Department Head review step if moved by the employee(s), within ten (10) working days from the date of the supervisor's response. Employee(s) shall file a written grievance on a form approved by the parties in which he/she explains the grievance, sets forth a statement of the action desired, and lists the reasons for the desired action.

The department head receiving the grievance should meet discuss the grievance with the employee(s) and his/her representative, if any, within ten (10) working days form the date the grievance was received. The Department Head will prepare and deliver a written response to the grievant by the end of the sixth (6th) working day from the date of the meeting.

If the Department Head's decision does not satisfactorily adjust the grievance in the opinion of the employee(s), the employee(s) shall proceed within ten(10) working days from the date of the Department Head's response, to the next step in the grievance procedure outlined in Subsection 3.

3. City Administrative Review

In the event the employee(s) is not satisfied with the Department Head's decision, he/she may, within ten (10) working days from the date of the Department Head's response, appeal the grievance to the City Manager. Upon receipt of the Department Head's decision and appeal of the grievance, the City Manager may either: (i) review the Department Head's decision, or (ii) meet and discuss the grievance with the employee(s) and his/her representative, if any, within ten (10) working days from the date the appeal is filed. The City Manager shall make whatever investigation he/she deems necessary to reach a decision on this matter. Within fifteen (15) working days, the City Manager will make a written decision in this matter and send this written decision to the grievant(s).

The City Manager's decision may amend or affirm the decision of the Department Head. The City Manager's decision concerning the grievance shall be final and shall represent the final step in the grievance procedure unless the grievance involves economic loss to the grievant.

4. Personnel Board

In the event the employee is not satisfied with the decision of the City Manager on an economic matter only, he/she may appeal the decision within ten (10) calendar days from the date of the City Manager's written response to the Personnel Board.

An economic matter is defined as a monetary compensation issue which does not relate to a decision to implement a reorganization of departments or positions, or reclassification of a position(s).

- a. Method of Appeal The appeal shall be addressed to the Personnel Board and filed with the Human Resources Director. The appeal shall explain in detail the matter being appealed and specify why the matter is an economic issue; set forth a specific action(s) desired; list reasons for the desired action; and reasons why the City Manager's decision should be modified or overturned. When an appeal has been filed, the Human Resources Director shall inform the Personnel Board members, City Manager, and all other affected parties.

- b. Notice of Hearing Within 45 days of receipt of the appeal by the City, a hearing shall be set with the Personnel Board. All parties shall be notified of the time and place of the scheduled hearing.
- c. Hearing The Personnel Board shall conduct a hearing on the issues contained in the grievance and shall make such investigation as it deems necessary.

The first issue to be adjudicated is the validity of the grievance if this is contested. The Board shall render a decision on this issue prior to hearing any remaining issues of the grievance.

After reviewing the information presented, the Personnel Board shall render, within ten (10) working days from the date of the hearing, its written decision on the appeal. The Board's decision concerning a grievance on economic matters shall be final and shall represent the final step in the grievance procedure. The grievant, after reaching this step, shall have exhausted all administrative procedures of the City.

3.10 RULES AND REGULATIONS

The City Council may adopt such Rules and Regulations necessary or convenient to implement the provisions of this Resolution and Chapter 10, division 4, Title 1 of the Government Code of the State of California (Sections 3500 et seq.) and may amend these Rules and Regulations at any time subject to consultation with formally recognized employee organizations.

3.11 CONSTRUCTION

- A. Nothing in these Rules and Regulations shall be construed to deny any person or employee the rights granted by Federal and State laws and City ordinance provisions.
- B. The provisions of these Rules and Regulations are not intended to conflict with the provisions of Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Section 3500 et seq., as amended).

3.12 SEVERABILITY

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

3.13 REPEAL OF CONFLICTING RESOLUTIONS

All Resolutions and parts of Resolutions in conflict herewith are hereby repealed.

3.14 AMENDMENTS TO PERSONNEL RULES - 1984 TO PRESENT

Amended June 18, 1984, per Resolution No. 6807

Amended October 1, 1984, per Resolution Nos. 6862, 6863, 6864, 6865

Amended April 1, 1985, per Resolution No. 6938

Amended October 7, 1985, per Resolution No. 7071

Amended June 21, 1986, per Resolution No. 7247

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Amended January 5, 1987, per Resolution Nos. 7346, 7348
Amended June 20, 1987, per Resolution No. 7425
Amended September 9, 1987, per Resolution No. 7468
Amended June 20, 1988, per Resolution No. 7582
Amended July 30, 1988, per Resolution No. 7617
Amended November 7, 1988, per Resolution No. 7659
Amended November 21, 1988, per Resolution No. 7663
Amended July 5, 1989, per Resolution No. 7761
Amended December 18, 1989, per Resolution No. 7835
Amended April 17, 1990, per Resolution No. 90-051
Amended May 21, 1990, per Resolution No. 90-083
Amended August 7, 1990, per Resolution No. 90-163
Amended September 18, 1990, per Resolution No. 90-196
Amended December 15, 1990, per Resolution No. 90-231
Amended February 4, 1991, per Resolution No. 91-014
Amended March 18, 1991, per Resolution No. 91-035
Amended July 2, 1991, per Resolution No. 91-108
Amended November 17, 1992, per Resolution Nos. 92-207 & 92-208
Amended January 19, 1993, per Resolution No. 93-017
Amended February 2, 1993, per Resolution No. 93-024
Amended April 19, 1994, per Resolution No. 94-041
Amended September 2, 1997 per Resolution No. 97-104
Amended October 21, 1997 per Resolution No. 97-125
Amended September 2, 1997 per Resolution No. 97-104
Amended May 7, 2002 per Resolution No. 02-049
Amended May 2005 per Resolution No. 05-206