



MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF FONTANA

AND

TEAMSTERS LOCAL 1932 UNION

YARD BARGAINING UNIT

FOR THE PERIOD OF

JULY 1, 2017 THROUGH

JUNE 30, 2020

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF FONTANA AND TEAMSTERS LOCAL 1932 UNION
FOR THE YARD BARGAINING UNIT
FOR THE PERIOD OF JULY 1, 2017 THROUGH JUNE 30, 2020**

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**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF FONTANA AND
TEAMSTERS LOCAL 1932, YARD BARGAINING UNIT**

This Memorandum of Understanding ("Agreement") is entered into by the City of Fontana (hereinafter referred to as the "City") and the Teamsters Local 1932 (hereinafter referred to as the "Union"). The terms and conditions of this Agreement shall be applicable to all classifications set forth in Appendix A commencing on July 1, 2017 and ending June 30, 2020.

It is important to note that any monetary changes listed in this contract will be effective the beginning of the pay period containing August 8, 2017, unless stated otherwise.

ARTICLE 1: RECOGNITION

For purposes of meeting and conferring on wages, hours and working conditions and general representation of its members, formal recognition is hereby granted to the Union.

ARTICLE 2: CITY PERSONNEL RULES

It is understood and agreed that there exists within the City, certain personnel rules, policies, practices and benefits, generally contained in the "City of Fontana Personnel Rules and Regulations," and "Employer-Employee Rules and Regulations" as amended by City resolutions and Memoranda of Understanding. Those rules, policies, and benefits, which are subject to the meet and confer process, will continue in effect, except for those provisions modified by this Agreement, unless and until modified by mutual agreement of the parties and enacted by the City Council, if necessary, in accordance with state laws, orders, regulations, official instructions or policies. In the case of change, other than by agreement, the Union shall be consulted as soon as possible on the change.

The City shall distribute a copy and any future updates of the MOU and Personnel Rules and Regulations as follows:

Yard Representative (maximum of 2) – 1 electronic copy
Union Business Agent – 1 copy (electronic and printed form)

The Union agrees to print and distribute all copies of the MOU and the Personnel Rules and Regulations, as approved by the City Council, for each current and subsequent new member at their expense. (July 2016)

ARTICLE 3: NO DISCRIMINATION

Neither the City nor the Union shall unlawfully discriminate, retaliate, or otherwise suffer violation of the California Fair Employment Act, Title VII of the Civil Rights Act, or any other applicable anti-discrimination law, in any way against any City employee, Union member, or applicant. Likewise, neither the City nor Union shall discriminate or retaliate against any employee or member for any lawful act relating to their employment or Union membership.

ARTICLE 4: UNION MEMBERSHIP

Section 1. Dues Deduction

The Union shall have the sole and exclusive right to have membership dues deducted for employees covered by this Agreement by the City, upon appropriate written authorization from such employee. Remittance shall be made by the City to the Union within fifteen (15) working days of the deduction of such sums.

Except as set forth below, employees, as a condition of employment shall, within thirty (30) days, either join the Union, or pay to the Union a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Union for the duration of the Agreement.

Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objection to joining or financially supporting public employee organizations shall not be required to join or financially support the Union as a condition of employment. Such employee shall pay an amount of money equivalent to regular Union dues to a non-religious, non-labor charitable fund, chosen by the employee, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Proof of such payment shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Union.

The City shall deduct, upon receipt of a duly executed form, properly signed by a member of the bargaining unit, either dues to the Union or service fees for nonmembers, as appropriate. The Union shall advise the City, in writing, of the dues amount to be deducted for each member. Any change in dues will be submitted to the City, in writing, thirty (30) days prior to the effective date of such change. The City shall, as soon as possible, notify the Union General Manager if any member of the bargaining unit revokes a dues/fees authorization.

Employees will be allowed to have insurance premiums deducted from their pay check to cover insurances offered by the Teamster Local 1932. Said Payment will be in a lump sum payable to the Union and the Union will be responsible for payment to the carriers and administration of the programs

Section 2. Hold Harmless Clause

In consideration of the above noted services, the Union agrees to release, indemnify and discharge the City from any liability or expenses, including, but not limited to, attorney's fees and reasonable costs, whatsoever as a result of any action taken pursuant to the provisions of this Article.

Section 3. Employee's Right to Revoke Agency Shop

Nothing herein shall be construed to modify employees' rights to revoke the Agency Shop provision of this MOU pursuant to the procedures set forth in Government Code Section 3502.5(b).

ARTICLE 5: WAGES

Effective the beginning of the pay period containing August 8, 2017, each employee/classification in the Yard group shall receive a 4% base salary increase.

Effective the beginning of the pay period containing July 1, 2018, each employee/classification in the Yard group shall receive a 2% base salary increase.

Effective the beginning of the pay period containing July 1, 2019, each employee/classification in the Yard group shall receive a 2% base salary increase.

ARTICLE 6: WORKING HOURS AND WORK SCHEDULES

It is not the City's intent to eliminate the 4/10 work schedule for Yard employees. The City agrees to meet and confer with employees in the Yard bargaining unit should it propose to change or modify the 4/10 work schedule.

The City Manager or designee(s) may change the work hours and/or days within the 4/10 work schedule for Yard bargaining unit members upon fourteen (14) calendar days' notice to the affected employee. The Department Head or designee(s) will meet and discuss with any affected employees any proposed change of starting and ending times prior to the notice being issued. Changes in work schedules are intended to be of a permanent nature or for an extended period of time.

Notwithstanding the above, employees hired prior to 2005 cannot be assigned to work more than eight (8) weekends in any calendar year, except in emergency situations. All new employees, or employees called back from the re-employment list, may be subject to a work schedule which includes weekend work without limitation.

ARTICLE 7: PERSONAL LEAVE ACCRUAL, LEAVE ACCRUAL LIMITS, LEAVE CASH OUT AND NEGATIVE LEAVE USAGE

Section 1. Personal Leave Accrual

The personal leave accrual rate shall be as follows:

<u>Years of Service</u>	<u>Hours Assigned</u>	<u>Pay Period Accumulation</u>
0 but less than 2 Years	168 hours	6.46 hours
2 Years but less than 4 Years	176 hours	6.77 hours
4 Years but less than 6 Years	184 hours	7.08 hours
6 Years but less than 8 Years	192 hours	7.39 hours
8 Years but less than 10 Years	216 hours	8.31 hours
10 Years but less than 12 Years	224 hours	8.62 hours
12 Years but less than 14 Years	232 hours	8.92 hours
14 Years but less than 16 Years	248 hours	9.54 hours
16 Years but less than 18 Years	256 hours	9.85 hours
18 Years but less than 20 Years	264 hours	10.15 hours
20 Years but less than 21 Years	272 hours	10.46 hours
21 Years but less than 22 Years	276 hours	10.61 hours

<u>Years of Service</u>	<u>Hours Assigned</u>	<u>Pay Period Accumulation</u>
22 Years but less than 23 Years	280 hours	10.76 hours
23 Years but less than 24 Years	284 hours	10.91 hours
24 Years but less than 25 Years	288 hours	11.06 hours
25 Years but less than 26 Years	292 hours	11.21 hours
26 Years but less than 27 Years	296 hours	11.36 hours
27 Years but less than 28 Years	300 hours	11.51 hours
28 Years but less than 29 Years	304 hours	11.66 hours
29 Years but less than 30 Years	308 hours	11.81 hours
30 Years +	312 hours	11.96 hours

Effective July 1, 2018, the personal leave accrual rates shall be as follows:

<u>Years of Service</u>	<u>Hours Assigned</u>	<u>Pay Period Accumulation</u>
0 but less than 2 Years	180 hours	6.92 hours
2 Years but less than 4 Years	190 hours	7.31 hours
4 Years but less than 6 Years	200 hours	7.69 hours
6 Years but less than 8 Years	210 hours	8.08 hours
8 Years but less than 10 Years	220 hours	8.46 hours
10 Years but less than 12 Years	232 hours	8.92 hours
12 Years but less than 14 Years	244 hours	9.38 hours
14 Years but less than 16 Years	256 hours	9.85 hours
16 Years but less than 18 Years	274 hours	10.54 hours
18 Years but less than 20 Years	292 hours	11.23 hours
20 + Years	312 hours	12.00 hours

Section 2. Leave Accrual Limits

The number of personal leave hours which can be carried over from year to year, will be limited to a maximum of two and one half (2.5) years personal leave accrual. Employees will cease to accrue personal leave time until they have reduced their personal leave below their ceiling. The City Manager, at his discretion, reserves the right to payout an employee's accrued personal leave time which is in excess of the two-year ceiling and/or the 80-hour maximum, when such payment has been determined to be in the best interest of the City.

Section 3. Leave Cash Out

The maximum amount of leave time (personal leave compensatory time or a combination of both) which can be cashed out under the City's "leave plans" is eighty (80) hours. Employee's leave time (as mentioned above) may not be reduced to less than eighty (80) hours as a result of participation in the annual leave cash out. (July 2017)

The City Manager will annually determine if the City Council's goal of a 15% general fund fiscal reserve and a 10% infrastructure reserve, as identified in the City Budget, has been achieved. If the above goals have been determined to have been met, the maximum amount of leave time (personal leave, compensatory time or a combination of both), will be increased to one hundred and twenty (120) hours, provided additional general funds are available. (Effective July 2011)

Section 4. Negative Leave Usage

Except as set forth below, employees may only use time already accrued. The City Manager may, upon written request, approve exceptions to this provision under extraordinary circumstances where the employee provides a written deduction authorization allowing the City to withhold any monies owed from this negative leave usage from the employee's final paycheck

ARTICLE 8: BILINGUAL DIFFERENTIAL

Effective the beginning of the pay period containing August 8, 2017, the City shall pay one hundred dollars (\$100.00) per pay period for those employees who are assigned by the Department Head to assist with providing translation to and from a foreign language and other related services. Eligible employees will be required to pass a test which shall be administered by a qualified agency or individual.

ARTICLE 9: CERTIFICATE PAY

The maximum incentive an employee may earn is 2.5% of base salary regardless of the number of certificates earned/acquired.

Mechanics possessing an Automotive Service Excellence (ASE) Certification through the National Institute shall be eligible for Certificate Pay at the rate of 2.5% of base salary payable on a biweekly basis. To be eligible for this benefit, certifications must be related to the employee's current job classification/job performance and must be approved, in advance, by the Department Director. Certificate Pay shall cease if employee's certification expires and is not renewed or if the employee changes job classification and the certificate is no longer job related.

ARTICLE 10: HEALTH BENEFITS

Section 1. Cafeteria Plan

Effective January 1, 2007, for employees paying out-of-pocket, the City will contribute to the City's Cafeteria Plan an amount equal to the cost of the Anthem Blue Cross HMO family rate with \$15.00 co-pay and the high dental family rate. The City's contribution shall not exceed the actual expenditures for the aforementioned coverage. The amount that employees may receive under the City's Cafeteria cash back option shall be limited to \$558.35 per month.

Section 2. Health Insurance Benefits While on Leave

Employees who are eligible for disability insurance pay will receive health benefits for ninety (90) days. Thereafter, the employee must pay for health benefits.

ARTICLE 11: OVERTIME AND COMPENSATORY TIME

Section 1. Overtime.

Overtime shall be calculated at the rate of time and one-half for all time **actually** worked in excess of forty (40) hours in a workweek. There shall be no "pyramiding" of overtime (e.g., if an

employee receives a minimum two hours call back pay at the overtime rate, and those hours worked also result in their working in excess of forty (40) hours in a work week, double overtime will not be paid.) Absence due to floating holidays, compensatory time off and unscheduled personal leave shall not be regarded as time worked in calculating eligibility for overtime with the following exceptions: (1) leave time and/or floating holiday time required to be used for regularly scheduled work days during the City's Winter Closure and (2) official and observed legal holidays (e.g., non- floating holiday time) during the calendar year and (3) Pre-approved/Pre-scheduled personal leave time and Jury Duty will considered actual time worked. **No overtime will be recognized except with the prior approval of the Department Head or designee.**

Section 2. Compensatory Time.

An employee may not have accrued to their account at the end of any fiscal year more than one hundred (100) compensatory time off hours. The cash value of any hours in excess of one hundred (100) credited to the employee's compensatory time account on June 30 of each year, shall be paid at the salary rate in effect on June 30, and will be paid out in conjunction with the City's Leave Payout program.

ARTICLE 12: HOLIDAYS

Section 1. Holidays Observed

The following days shall be observed by the City as paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day (eff: 2014)
President's Day	Thanksgiving
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve
	Christmas Day

In addition to these Holidays employees shall receive (3) Floating Holidays.

The holidays shall have the same hour equivalent as the employee's regular work schedule for that day (8, 9, 10 hours) in order that the affected employees no longer have to supplement observed holidays off with paid personal leave. However, the value of the day after Thanksgiving shall be 8 hours, unless an employee would normally work more than eight hours on that Friday (July 2013).

Floating Holidays. The employee's holiday leave account shall receive 20 hours (for employees on 4/10 work schedule) or 18 hours (for employees on 9/80 work schedule) or 16 hours (for employees on 5/8 work schedule) on January 1, and will receive 10 hours or 9 hours or 8 hours credit (depending on work schedule) on November 1.

Effective July 1, 2000, floating holidays must be used within the fiscal year earned, and may not be carried over from year to year. Floating holiday time not used by June 30, of each year will be forfeited by the employee.

Section 2. Holiday Occurring on a Weekend

Holidays that fall on an employee's Friday off, will be observed on the prior Thursday, as will holidays occurring on Saturdays. Holidays occurring on Sunday will be observed on the following Monday. Holidays that otherwise fall on an employee's normal day off will be converted to a Floater. For those employees who have an alternate schedule outside of the Monday through Thursday schedule, in which Independence Day (July 4th) and Veteran's Day (November 11th) falls on their normally scheduled work day, the holiday shall be observed on the actual date. (July 2017) Unless specifically approved by the Department Head in writing, employees will be off on the holiday as stated.

Section 3. Compensation for Working Holidays

Employees who, because of their job duties, must work on a non-floating holiday will be paid for the actual hours worked, and at the employee's discretion, shall also receive an equivalent amount of compensatory time off or straight time payment in lieu of any holiday compensation set forth in Sections 1 or 2 above.

Section 4. Eligibility for Holiday Pay

In order to be eligible for a paid holiday, employees must be in a paid status both the day before and the day after the holiday. For example, if a holiday fell on a Monday, and the employee was on a 4/10 work schedule with Fridays off, the employee would be required to be in a paid status on the Thursday before the holiday and the Tuesday following the holiday.

Section 5. Winter Holiday Closure

The City and the Union mutually agree to the closure of the City for business during the winter holiday period as follows:

2017: December 24, 2017 through January 1, 2018

2018: December 24, 2018 through January 1, 2019

2019: December 24, 2019 through January 1, 2020

In conjunction with City paid holiday time (Christmas Eve and Christmas Day), employees will be required to utilize their leave time (i.e., personal leave, compensatory time, floating holidays) to equal the remainder of their regular work schedule. Employees who have exhausted their leave time will be placed in a Leave Without Pay status for the closure period. However, if all of an employee's leave time has been exhausted due to a catastrophic event, and leave without pay would result in an undue hardship, the City agrees to review such situations on an individual basis, and where possible, provide alternatives which may help mitigate their situation. Employees requesting such consideration, must submit their request in writing to the Human Resources Director prior to December 15th of each year.

Section 5.1. Hours Worked During the Winter Holiday Closure (As agreed upon in Side Letter dated 02/02/2015)

- a) Article 11 of this MOU generally prohibits the application of any overtime rate unless the employee “actually worked in excess of forty (40) hours in a workweek.”
- b) Article XI of this MOU excepts from this general rule that paid leave time used during the Winter Holiday Closure shall be used in the calculation of hours for the purpose of determining overtime entitlement
- c) Article XII Section 5 of this MOU requires employees to utilize their personal paid leave time to cover any time during their regular shift not actually worked on those days during the Winter Holidays Closure that are not already paid holidays
- d) Article XII Section 5 of this MOU does not require that the City to apply a full shift of paid leave for each non-holiday day in the Winter Holiday Closure, thereby converting any time actually worked into overtime. The City can and will utilize a partial day of paid leave when an employee actually works a particular day during the Winter Holiday Closure. Likewise, if an employee works a full day, no paid leave would be used. Paid leave is only used to cover the remainder, or unworked, part of that shift.
- e) If an employee is called in on an “emergency” basis during the Winter Holiday Closure, such time would not result in the reduction of use of that employee’s paid leave time on the day in question. Thus, the employee would use a full shift of paid leave as if no actual hours had been worked, and such emergency hours would be counted as additional time toward the overtime calculation.
- f) The term “emergency”, as referenced above, shall be defined in this context as work required to assess or address a non-scheduled incident requiring immediate attention at the risk of financial or catastrophic loss to the City. “Emergency” shall also be defined to include assessment by standby personnel regarding whether an incident qualifies as an emergency.
- g) Standby personnel shall have discretion to designate his or her own work as “emergency” work, as defined above. Standby personnel shall also have discretion to designate the work of one (1) other employee, as needed, as “emergency” work
- h) related to an individual incident. Standby personnel shall be required, however, to obtain supervisor approval to designate additional employee time as “emergency” work. (July 2017)

ARTICLE 13: RETIREMENT BENEFITS

Section 1. Participation

The City participates in the CA Public Employees’ Retirement System (CALPERS).

Tier I

Employees hired prior to July 1, 2011 will have the 2.5% @ 55 PERS Plan for Local Miscellaneous Members and upon retirement an employee's "final compensation" will highest one-year salary.

Effective the first full pay period in July 2011 employees in this group (pre-7-1-11) will pay three (3%) percent of the Employees' portion of the CALPERS retirement system. The City shall pay the remaining employee contribution (5%); provided, however said payments shall not exceed the full employee portion of 8%. These payments are not salary increases but are the City's payment of employees' retirement contribution in accordance with Section 414(h)(2) of the Internal Revenue Code.

For the purposes of any future comparisons of the level of compensation of employees covered by this Agreement with comparable employees in other jurisdictions, these payments shall be taken into account along with measuring base salaries. These payments shall be credited to the employees' accounts with PERS.

Tier II

Employees hired on or after July 1, 2011 will have the 2.0% @ 55 PERS Plan for Local Miscellaneous Members and upon retirement an employee's "final compensation" will be based on the highest consecutive 36-month average for determining retirement benefits. Employees in this group (post 7-1-11) will pay the full employee portion of the CALPERS retirement system.

Tier III

Employees hired on or after January 1, 2013, as is mandated by the Public Employee's Pension Reform Act of 2013 (PEPRA), all new miscellaneous members, will have a retirement formula based on 2.0% @ 62 Plan Full Formula for Miscellaneous Members and upon retirement an employee's "final compensation" will be based on the highest consecutive 36-month average. An employee in Tier III will pay 50% of Normal Costs. The amount is approved by CalPERS each year and is subject to change.

Section 2. 1959 Survivor's Benefit

The City provides the Level 4 of the Level 1959 Survivor's Benefit for all employees enrolled in the PERS. The cost to employees for this benefit will be \$2.00 per month.

Section 3. PERS Military Buy-Back

The agreement between the City and PERS shall allow for the buy-back of time served by the employee in the Military as defined under PERS Regulation, Section 21024, Statutes of 1976.

Section 4. Health Insurance for Retired Employees

All employees hired prior to July 1, 1990, who retire (i.e., begin to draw from their PERS retirement accounts), and have a minimum of ten (10) years of City service shall be eligible for

retiree health benefits. The City's contributions towards retiree medical employee and spouse shall not exceed the actual costs for the employee or employee and spouse, based on the City

Kaiser rate. Employees who retire (i.e. begin to draw from their PERS retirement account) after 20 years of City service, shall be entitled to receive City paid retiree dental insurance for the employee or for the employee and spouse.

Employees who are ineligible for City paid retiree health insurance may elect, upon retirement, to continue medical and dental coverage at their own expense (including a reasonable administrative fee, not to exceed the statutory maximum for continuation coverage set forth under applicable law) through the City's medical and dental plans.

The City will reimburse the cost of the standard "Part B" Medicare premium, which is \$134 in 2017, for those employees who elect such coverage. This amount is subject to change based on adjustments by the Federal government. (July 2017) This cost is automatically withdrawn from those employees' Social Security checks. Employees must supply the City with proof of payment of said coverage, and will be reimbursed on a quarterly basis. No retroactive reimbursements will be given.

ARTICLE 14: COMMERCIAL DRIVER'S LICENSE (CDL) PROGRAM

Section 1.

All positions within the Yard Unit are required to have a CDL. All employees that do not have the required CDL with appropriate endorsement(s) for the classification they currently hold (as of August 8, 2017) will be grandfathered into the CDL program. However, if an employee wishes to promote or laterally transfer, they will be required to comply with the CDL licensure requirements below. Current employees are strongly encouraged to participate in the City's training program to obtain a driver's license class and other endorsements that may be needed for future promotional purposes.

The City will pay for the CDL medical exam for all employees that hold CDLs if they are seen by the City's contracted medical provider. If an employee is unable to maintain the medical certification portion of their CDL, the City will engage in the interactive process.

Section 2. CDL Licensure Requirements

- a. The following positions require an appropriate CDL with the appropriate endorsement(s). However, newly hired, promotional, or lateral transfer employees that possess a valid Driver's License but not the appropriate CDL at time of application will be given six (6) months from time of appointment to obtain the appropriate CDL with appropriate endorsement(s):

Aquatics Maintenance Worker
Equipment Mechanic I
Equipment Mechanic II
Maintenance Services Worker I

Maintenance Services Worker II
Mechanics Assistant
Parks Maintenance Technician
Pump Maintenance Assistant
Pump Maintenance Technician
Welder

- b. The following positions require a CDL with appropriate endorsement(s). Newly hired, promotional, or lateral transfer employees **are required** to possess the appropriate license and endorsement(s) at time of application:

Chief Equipment Mechanic
Equipment Operator I
Equipment Operator II
Equipment Operator III
Maintenance Services Crew Chief
Parks Technical Crew Chief
Senior Facilities Maintenance Technician
Senior Maintenance Services Worker
Tree Trimming Specialist

The City will update the above lists annually as new classifications are established for this Unit.

Section 3. CDL Stipend

Effective the beginning of the pay period containing August 8, 2017, employees holding a valid Class "B" California Driver's License shall receive a CDL stipend of \$75 per month, and employees holding a valid Class "A" California Driver's License shall receive a CDL stipend of \$100 per month.

Effective the beginning of the pay period containing July 1, 2018, employees holding a valid Class "B" California Driver's License shall receive a CDL stipend of \$100 per month, and employees holding a valid Class "A" California Driver's License shall receive a CDL stipend of \$125 per month.

Effective the beginning of the pay period containing July 1, 2019, employees holding a valid Class "B" California Driver's License shall receive a CDL stipend of \$125 per month, and employees holding a valid Class "A" California Driver's License shall receive a CDL stipend of \$150 per month. (July 2017)

ARTICLE 15: LONGEVITY PAY

Effective July 1, 2006, all (City Hall/Yard) employees will be eligible to receive an annual longevity payment. Completed years of service will be calculated on a calendar year (January 1 through December 31). This payment will be included as reportable income to PERS. The payment will be issued on or before December 15th of each year and will be based on completed City of Fontana service in the following amounts:

10 years or more of continuous service	\$ 900.00
15 years or more of continuous service	\$1,400.00
20 years or more of continuous service	\$1,900.00
25 years or more of continuous service	\$2,400.00
30 years or more of continuous service	\$2,900.00

(July 2016)

Effective July 1, 2018, annual longevity payments will increase to the following:

10 years or more of continuous service	\$ 1,750.00
15 years or more of continuous service	\$2,250.00
20 years or more of continuous service	\$2,750.00
25 years or more of continuous service	\$3,250.00

ARTICLE 16: CALL BACK PAY

The City will pay for a minimum of two (2) hours wages for each time an employee is called back to work after his regular shift is completed and he has left his assigned work site.

ARTICLE 17: REGULAR PART-TIME EMPLOYEES

The Union will represent those regular classified twelve (12) month part-time employees ("classified" refers to those classifications formally adopted by City Council and incorporated into the City's classification plan) who share a community of interest with the existing Yard bargaining unit (hereinafter "Regular Part-time Employees"). Such employees shall also be eligible for benefits and other terms and conditions of employment as set forth in this MOU, except as provided herein. The parties expressly agree that Regular Part-time employees do not include: (a) seasonal or temporary employees; or (b) employees who are either supervisory, management or confidential.

Regular/Classified Part-Time (RCP) Employees shall be eligible for personal leave on a pro rata basis (assuming eighty (80) hours per pay period equals one hundred percent (100%) and shall be paid for City designated holidays only if the holidays occur on days which they are regularly scheduled to work. The value of the holiday will be based on employee's normal scheduled hours for that day. RCP Employees shall not be eligible for longevity pay, or certificate bonuses. Part-time employment shall not count towards length of service for seniority or layoff purposes. Effective July 2014 RCP employees will be included in the annual service award program. RCP employees are eligible for the Public Agency Retirement System (PARS) or upon reaching 1,000 hours in a fiscal year the California Public Employees Retirement System (CALPERS). Employees will pay applicable employee portions.

Regular Part-time Employees shall be eligible to participate in a Cafeteria Plan designated by the City, and shall receive a contribution equal to fifty percent (50%) of the benefit provided to Regular Full-Time Employees. The benefits for this plan shall include medical insurance, dental insurance, life insurance, and long-term disability insurance. Employees who do not utilize the full dollar amount of the City's contribution in selecting benefits in the plan, shall receive the unused portion as "cash back."

To the extent that the parties have failed to list any other benefits contained in the MOU or the City's Personnel Rules and Regulations, it is their intent that such benefits and conditions would apply to Regular Part-time Employees on a pro-rata basis where such benefits are conditioned upon, or in any way related to hours worked or length of service.

ARTICLE 18: COMPENSATION FOR ACTING APPOINTMENTS

Subject to the following conditions, an employee who is required, on the basis of an acting appointment, to serve in a class with a higher salary range than that of the class in which the employee is normally assigned shall receive the entrance salary rate of the higher salary range or the rate of five percent (5%) higher than the employee normally receives, whichever is greater.

- a) Such pay will be for all hours worked in an acting appointment which are in excess of 80 hours in any floating six-month period.
- b) The employee must perform most of the primary duties and higher responsibilities of the higher class.
- c) Compensation for acting appointments shall be limited to the temporary filling of a vacant regular position due to termination, promotion, or extended sick leave of the incumbent or the temporary filling of a newly budgeted position, where the needs of the City require that the position be filled.
- d) The Department Head, with concurrence of the Human Resources Director, must approve all such appointments based upon a finding that the criteria set forth in this paragraph has been met.
- e) Acting appointments shall not exceed six (6) months.

ARTICLE 19: STANDBY DUTY

Section 1. Assignment to Standby

Standby assignments and requirements for employees assigned to standby duty will be determined by the Department Head or designee(s).

Section 2. Standby Compensation

Effective the beginning of the pay period containing August 8, 2017, an employee assigned to standby duty will be compensated at a rate of \$250.00 per week, and will be entitled to overtime as provided for herein. In accordance with Article XVI, Call Back Pay, the City will pay for a minimum of two (2) hours wages for each time an employee is called back to work after his regular shift is completed and he has left his assigned work site.

ARTICLE 20: LATERAL TRANSFER CONSIDERATION

Initial consideration for all vacant positions within the Yard represented classifications, will be given to Lateral Transfer requests. If there are multiple qualified candidates the following factors will be considered by management in making the selection: relative experience, past performance and seniority. Employees with attendance or disciplinary issues within the last twelve (12) months may be excluded. If it is determined that there is not a suitable Lateral Transfer, based on the factors listed, the recruitment may become a promotional or an open recruitment. (July 2016)

ARTICLE 21: LAYOFFS

The City agrees to notify the Union representatives at least thirty (30) calendar days prior to the imposition of furlough days for Yard bargaining unit members.

ARTICLE 22: MERIT INCREASES

Merit increases will be 5% increments beginning with Step 1 and ending with Step 5.

ARTICLE 23: UNIFORMS ALLOWANCE AND BOOT REIMBURSEMENT

Uniforms and the cleaning costs of the uniforms will be provided by the City for Public Works Department employees. Employees may wear clean, non-tattered jeans as a substitute for uniform pants. In addition, the City will provide a uniform short which may be worn by Public Works employees if not inappropriate for the job. Upon the occurrence of the first injury attributable to wearing short pants (vs. long pants) the City and the Yard bargaining unit agree to meet and confer on the issue of continuing the shorts option.

Boot Reimbursement: The City will provide up to a \$200 reimbursement, once a calendar year, for the purchase of steel toed, minimum 6-inch shaft work boots meeting OSHA standards, upon proof of purchase. (July 2017) This reimbursement is for the annual purchase of the required safety footwear and may be monitored by the City to confirm compliance.

ARTICLE 24: ACCESS TO WORK LOCATIONS

The parties recognize and agree that in order to maintain good employee relations, it is sometimes necessary for Business Agents of the Union confer with City employees during working hours.

Therefore, Union Business Agents will be granted access to work locations during regular working hours to investigate and process grievances or appeals when so necessary. Union Business Agents shall be granted access upon obtaining authorization from the appointing authority or designated management representative prior to entering a work location and after advising of the general nature of the business. However, the appointing authority or designated management representative may deny access or terminate access to work locations if in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of City operations. The appointing authority shall not unreasonably withhold timely access to work

locations. The appointing authority shall insure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the appointing authority or designated management representative shall establish a mutually agreeable time for access to the employee.

Union Business Agents granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal.

The appointing authority or designated management representative may mutually establish with the Union Business Agents reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. The City shall not unduly interfere with the Union's access to work locations.

ARTICLE 25: LOCAL UNION ACTIVITIES

The City will provide the Yard Unit one hundred (100) hours per Fiscal Year for steward meetings, trainings, new member orientations, and executive board meetings. Requests must be made to the employee's immediate supervisor a minimum of five (5) days in advance. (July 2016)

ARTICLE 26: HEALTH AND SAFETY COMMITTEE

A joint labor/management committee shall be established with equal Union and City representatives to discuss safety and health issues on a monthly or quarterly basis or as otherwise determined by the committee. The committee shall be comprised of an equal number of representatives from the Yard, and City Hall units.

ARTICLE 27: JOINT LABOR/MANAGEMENT COMMITTEES

During the term of this MOU, a joint labor/management committee will be established, comprised of four (4) Union Stewards, one (1) Business Agent, and Department management. The purpose of this committee will be to discuss concerns including training, cross-training, use of Part-Time employees, workload, etc. These meetings will be scheduled depending on necessity, anticipated to be quarterly.

A joint labor/management committee shall also meet and confer on the City's proposed changes to the Employer-Employee Relations Resolution, as well as proposed legally required updates to the City of Fontana's Personnel Rules & Regulations.

ARTICLE 28: WELLNESS

The City shall allow all employees represented by the Union use of the Miller and North Fontana Fitness Centers (Only) at no cost to the employee. Use of the centers is at each employee's own risk, and subject to the rules and regulations and hours of operation determined by the Community Services Department. Employees MUST show City-issued ID to obtain access. Violation of any safety rules or regulations shall constitute valid grounds for revocation of the privilege of Fitness Center usage, not subject to grievance.

ARTICLE 29: SEVERABILITY

Should any legal action be filed and upheld challenging the enforceability or validity of any economic provision of this Agreement, or if any provisions of this Agreement shall be held by a court of competent jurisdiction to be in conflict with any law of the United States or California, the City or the Union may, at its option, require the parties to meet and confer on a new Memorandum of Understanding.

[SIGNATURES ARE ON FILE WITH THE UNION AND THE CITY]

CITY OF FONTANA

Kenneth R. Hunt
City Manager

Annette L. Henckel
Human Resources Director

**TEAMSTERS LOCAL 1932
YARD UNIT**

Steve Matthews
Teamsters Local 1932 Business Agent

Steve Cadena
Teamsters Local 1932 Business Agent

Russell De La Fuente
Representative, Yard Unit

Servando Hernandez
Representative, Yard Unit

Benjamin Parra
Representative, Yard Unit

Steven (Estepan) Tinoco
Representative, Yard Unit

Appendix “A”: CLASSIFICATIONS

Class Code	Job Class Title
4190	Aquatic Maintenance Worker
5240	Chief Equipment Mechanic
4360	Equipment Mechanic I
4630	Equipment Mechanic II
4540	Equipment Operator I
4660	Equipment Operator II
5090	Equipment Operator III
4780	Maintenance Services Crew Chief
3600	Maintenance Services Worker I
4180	Maintenance Services Worker II
4280	Mechanics Assistant
4670	Parks Maintenance Technician
5250	Parks Technical Crew Chief
1520	Pump Maintenance Assistant
4650	Pump Maintenance Technician
4640	Senior Facilities Maintenance Technician
4450	Senior Maintenance Services Worker
4620	Tree Trimming Specialist
3005	Welder

*The City will update the above list annually as new classifications are established for this Unit.



CITY OF FONTANA

PERSONNEL RULES AND REGULATIONS

Resolution No. 98-44

Adopted June 21, 1998

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RULE I – PURPOSE AND GENERAL PROVISIONS

SECTION 1. PURPOSE

Personnel Rules and Regulations shall be used to implement a merit-career system in accordance with logical standards with accepted tasks, and anticipated results, as well as providing the flexibility necessary to maintain a competent and effective work force. This system will establish an equitable and uniform procedure for dealing with personnel matters; attract to municipal service the best and most competent persons available; assure that appointments and promotions are based on merit and fitness, and provide a reasonable degree of security for qualified employees.

These policies and procedures shall be adopted by the City Council and administered by the Director of Human Resources and/or designated representatives, under the direction of the City Manager.

SECTION 2. SEXUAL HARASSMENT

The City of Fontana is proud of its tradition of maintaining a work environment in which all individuals are treated with respect and dignity. The City recognizes that each individual has a right to work in an atmosphere that promotes equal opportunities and in which discriminatory practices, including sexual harassment, whether verbal, physical, or environmental are not tolerated.

Sexual harassment is a form of misconduct which is illegal under both Federal and California law. Sexual harassment means any form of unwelcome or unwanted advances, requests for sexual favors and other verbal, visual, or physical conduct of a sexual nature when: (1) submission to or rejection of this conduct by an individual is used as a factor in decisions affecting hiring, evaluation, retention, promotion or other aspects of employment; or (2) this conduct substantially interferes with an individual's employment or creates an intimidating, hostile, or offensive work environment.

Examples of sexual harassment include, without limitation, any of the following forms of misconduct:

- unwanted sexual advances;
- demands for sexual favors in exchange for favorable treatment or continued employment;
- threats and demands to submit to sexual requests in order to obtain or retain any employment benefit;
- verbal conduct such as epithets, derogatory or obscene comments, slurs or sexual invitations, sexual jokes, propositions, suggestive, insulting obscene comments or gestures or other verbal abuse of a sexual nature;
- graphic verbal commentary about an individual's body, sexual prowess or sexual deficiencies;
- flirtations, advances, leering, whistling, touching, pinching, assault, coerced sexual acts, or blocking normal movements;
- visual conduct such as derogatory or sexual posters, photographs, cartoons, drawings, or gestures or other displays in the work place of sexually suggestive objects or pictures;
- conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
- retaliation for having reported or threatened to report sexual harassment.

It is the policy of the City that all employees should be able to enjoy a work environment free from all forms of discrimination including sexual harassment. Specifically, no employee of the City may threaten or insinuate, either directly or indirectly; either verbally or nonverbally, that another employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other term or condition of employment or career development.

Sexually harassing behavior is unacceptable in the work place itself, and in other work environments including without limitation trips on City business, court appearances and social events sponsored by or related to City business. In evaluating an individual's behavior, the standard to be applied is that of a reasonable person of the same gender as the victim or harassee. Any Department Head, manager, supervisor, agent, or other employee who is determined to have committed an act or acts of sexual harassment will be subject to disciplinary action, up to and including termination.

Each Department Head, manager and supervisor has an affirmative duty to maintain his or her work place free from sexual harassment. This duty includes discussing this policy with all employees and assuring them that the City is committed to providing a work environment in which they will not have to endure insulting, degrading, or exploitative sexual treatment by their coworkers, as well as their supervisors and other persons in authority.

The City encourages individuals who believe they are being harassed to firmly and promptly notify the offender that his or her behavior is unwelcome, and to cease and desist any repetition of this conduct. The City also recognizes that the power and status disparities between an alleged offender and a victim may make such a confrontation difficult. Therefore, the City has implemented the following internal complaint procedure.

Any employee who believes that he or she has been the subject of sexual harassment shall report the alleged act(s) immediately to his or her supervisor, who shall, in turn, report it to the Director of Human Resources. If the employee's supervisor is implicated in the alleged sexual harassment, the employee should report the alleged act(s) to the Department Head or Director of Human Resources. All complaints will be handled in strict confidence. Department Heads, in conjunction with the Human Resources Department, shall make every effort to ensure that complaints of sexual harassment are investigated and resolved promptly and effectively.

If the employee is not satisfied with the action taken by the person to whom they reported the misconduct, the employee may bring the complaint to the attention of the Director of Human Resources who will conduct a review of the investigation of the complaint. The employee will be advised of the findings and conclusions of the investigation. The results of the investigation will be forwarded to the City Manager.

In addition to the City's internal complaint procedure, an employee may file a complaint with the California Department of Fair Employment and Housing (the "DFEH") at its San Bernardino Office or the Equal Employment Opportunity Commission (the "EEOC") or the U.S. Department of Justice at its Los Angeles Office (their numbers are listed in the telephone book). Under California law, the Fair Employment and Housing Commission (the "FEHC") may order an employer to hire or rehire a victim of sexual harassment with back pay, and to provide the victim with monetary damages. The FEHC may also provide affirmative or prospective relief to prevent the recurrence of unlawful practices, including awards for back pay, reimbursement of out-of-pocket expenses, cease and desist orders, posting of notices, and other similar relief.

California law prohibits retaliation against any employee who files a complaint alleging sexual harassment or who otherwise participates in an investigation of sexual harassment. Additional remedies are available in a case where a victim can show that he or she has suffered such retaliation for successfully or unsuccessfully filing a sexual harassment complaint.

SECTION 3. AMENDMENT AND REVISION OF RULES

Amendments and revisions to these rules may be suggested to the Human Resources Director by an interested party and shall be submitted to the City Council through the City Manager. At the time of consideration, any interested party may appear and be heard. Amendments and revisions shall become effective upon adoption by the City Council.

No proposed amendment which affects the wages, hours and other terms and conditions of employment of employees represented by a recognized employee organization may be adopted without first meeting and conferring in good faith with such employee organization as provided by Section 3505 of the California Government Code. It is desirable, but not mandatory, that advance notice on any other proposed amendments or revisions be given to recognized employee organizations on any amendments or revisions which affect them.

SECTION 4. POSITIVE EMPLOYMENT POLICY STATEMENT

The City of Fontana, in recognition of its responsibility to citizens, employees, and to the community in which it operates, reaffirms its policy to hire qualified applicants and treat applicants and employees objectively during their employment without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, sex, age, marital status or veteran status. In carrying out this responsibility:

1. The City will select and promote qualified applicants for all job classifications without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, sex, age, marital status, or veteran status.
2. The City will make decisions to hire and promote based on an individual's qualifications in relation to the skills required by the position for which that person is being considered.
3. The City will insure that all other personnel actions such as transfers, layoffs, and training will be administered without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, sex, age, marital status or veteran status.

The successful achievement of a nondiscriminatory employment program requires maximum cooperation between management and employees. In fulfilling its part in this cooperative effort, management is obliged to lead the way by establishing and implementing affirmative procedures and practices which will ensure objective, equitable employment opportunity for all. The City of Fontana will actively work toward the achievement of goals which are realistic, meaningful and just.

The efficient delivery of quality services depends upon our ability to respond to the community. To accomplish this basic objective requires a work force with varied cultural and ethnic backgrounds and experiences. It is not the intent of this City to take affirmative action simply to comply with mandated programs, but to acquire those persons with technical and interpersonal skills who are able to communicate with a wide range of consumers and meet the total service needs of the community. Any other criterion has no place in the policies, procedures, and day-to-day practices of this City.

The Director of Human Resources will serve as the City's Affirmative Action Representative, and will be responsible for the administration, implementation, and monitoring of our policy and yearly plan.

SECTION 5. RACIAL, ETHNIC, GENDER SLURS POLICY

As part of the City of Fontana's efforts to improve the working environment and to underscore the City's commitment to fair and equitable treatment of all individuals, the City affirms and endorses the following policy:

1. No employee shall verbally, non-verbally or illustratively:
 - A. utilize racial slurs or connotations towards another employee or other individuals;
 - B. utilize ethnic slurs or connotations towards another employee or other individual;
 - C. utilize remarks, language, illustrations, etc., which deprecate or offend an individual's race or gender; or

- D. create an intimidating, hostile or offensive working environment by such conduct.
- 2. Any employee who believes he or she has been the subject of the above should report the alleged act immediately (but in no case more than 48 hours after the alleged harassment occurs) to his or her supervisor, appropriate manager or the Human Resources Department. Any management official, supervisor or employee who has been found by the City after appropriate investigation to have engaged in such conduct will be subject to appropriate disciplinary action.

The City also recognizes that false accusations of this type of behavior can have serious, adverse effects on innocent employees. Thus, any employee who if found to have willfully filed a false report may be subject to disciplinary action. We trust that employees of the Department will continue to act professionally and responsibly to maintain a pleasant working environment at all

times. The City encourages any employee to express comments or questions they may have regarding this policy with the Human Resources Department.

SECTION 6. DRUG FREE WORKPLACE POLICY STATEMENT

The City of Fontana, has a vital interest in and a legal obligation to maintain safe, healthful and efficient working conditions for its employees.

It is the policy of the City, in accordance with the Drug Free Workplace Act of 1988 and the California Drug Free Workplace Act of 1990, that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace is strictly prohibited.

The City shall establish and maintain a drug free awareness program to inform employees of: (1) the dangers of drug abuse in the workplace, (2) the City's policy of maintaining a drug free workplace, (3) any available counseling, rehabilitation and employee assistance programs and (4) the penalties that may be imposed upon employees for drug abuse violations.

Pursuant to both the Federal and State Acts, each employee's continued employment is expressly conditioned upon abiding by the terms and conditions of the policy statement. The Federal Act also provides that each employee must notify the City of any criminal drug statute conviction for a violation occurring in the workplace within five (5) days after such conviction and requires the City to notify the contracting or granting agency within ten (10) days of receipt of notice that the employee has been convicted of any criminal drug statute for a violation occurring in the workplace.

Conviction of any criminal drug statute for a violation occurring in the workplace shall be grounds for disciplinary action up to and including termination for a first offense. In the event that the City, at the City's sole discretion, decides to impose discipline short of termination in response to a violation of this policy, the City shall require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program as a condition of continued employment.

RULE II – CLASSIFICATION

SECTION 1. PREPARATION OF PLAN

The Human Resources Director, or a person or agency employed for that purpose, shall ascertain and record the duties and responsibilities of all positions in the competitive service and, after consultation with the City Manager and affected Department Head shall prepare a classification plan. The classification plan shall consist of classes of positions in the competitive service defined by class specifications, including title, a description of typical duties and responsibilities of positions in each class, and a statement of desirable training, experience and other qualifications needed to perform proficiently. Specifications are generally descriptive of the kind of work performed and not necessarily inclusive of all duties performed. The classification plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority, and character work are included within the same class, and that the same schedules of compensation, as provided in applicable Memoranda of Understanding, may be made to apply with equity under like working conditions to all positions in the same class. The Director of Human Resources shall allocate every position in the competitive service to one of the classes established by the plan.

SECTION 2. ADOPTION AND AMENDMENT OF PLAN

The classification plan shall become effective upon its adoption by the City Council. Prior to Council adoption of an amendment to the classification plan, affected employee organizations shall be notified of the proposed amendment and shall be given an opportunity to present views to the City Council. Upon adoption by the City Council, the provisions of the classification plan shall be observed in the handling of all personnel actions and activities. The classification plan shall be amended or revised as occasion requires in the same manner as originally established; provided, however, a newly created position may not be filled until the classification plan has been amended, and an appropriate employment list has been established for such position.

SECTION 3. RECLASSIFICATION

3.1. City Initiated

The Human Resources Director shall provide for the reallocation of any position from one class to another class whenever a change in duties and responsibilities of such position makes the class to which the position was previously allocated no longer applicable. Any proposed reallocation to be made shall be made with the knowledge of the employee concerned and his Department Head and shall take into consideration the following factors: kinds of duties to be performed, the degree of difficulty and complexity of the duties, the level of responsibility of the position, and the basic skills, knowledge and abilities required to perform the work. The personal qualifications, ability or performance of an employee occupying a position shall not be a criterion for reclassifying his position. When a position necessarily includes duties and responsibilities of two or more classes, the final allocation of the position may be based on (1) the duties and responsibilities which account for the major portion of the work time or (2) on the basis of duties which constitute less than a major portion of the work time but require substantially greater responsibility, skill and training.

3.2 Employee Initiated

The City agrees to provide employees with a procedure for requesting classification studies. It shall be understood that requests for such studies shall not be made until after having performed duties out-of-class for a six (6) month period of time.

RULE III – NON-EXECUTIVE COMPENSATION

SECTION 1. PREPARATION OF PLAN

The Director of Human Resources or the person or agency employed for that purpose shall prepare a pay plan covering all classes of positions in the competitive service (i.e., all employees hired through competitive procedures set forth in the personnel rules and regulations. This excludes members of appointed boards, commissions, and committees.). For each class of positions, a salary range shall be established showing the minimum and maximum rate of pay. Each salary range shall contain five steps, and the increase from one step to the next is a uniform percentage of five percent (5%).

To the extent that a management/confidential employee, whose position is not within a formally or informally recognized bargaining unit, has entered into an Employment Agreement with the City, this Rule and other provisions in these Rules relating to compensation and benefits shall not apply to said employee and the terms of the Employment Agreement shall establish the employee's compensation and benefits.

SECTION 2. ADOPTION AND AMENDMENT OF PLAN

Under the direction of the City Manager, the Director of Human Resources shall submit the proposed pay plan to the City Council. The Council shall adopt, amend, modify or reject the proposed plan. Thereafter, no position shall be assigned a salary higher than the maximum or lower than the minimum salary provided for the class of position unless the salary schedule for the class is amended in the same manner as therein provided for its adoption or such action is otherwise permitted pursuant to an applicable Memorandum of Understanding or a City Council action.

SECTION 3. ADMINISTRATION OF THE PAY PLAN

3.1 Compensation on Appointment

The Director of Human Resources may approve a hire above the minimum step for new appointments to the City, in the case of an unusually well qualified person or in a tight labor market, or when such action clearly appears to be in the best interest of the City.

3.2 Step Increases

Pay increases within the established pay range shall not be automatic or mandatory, but shall be at the discretion of the Department Head and the Director of Human Resources, and shall depend upon the employee maintaining satisfactory performance overall during the period of evaluation. Reasons for the denial of a step increase shall be set forth in the employee's performance evaluation. In no event shall a step increase be granted without the proper recommendation of the Department Head and the approval of the Director of Human Resources. Employees first become eligible for a step increase upon the successful completion of the probation period (except for police officers who serve an 18-month probationary period and are eligible for a step increase after 12 months). Thereafter, employees become eligible for consideration for a step increase after serving twelve (12) months at each step.

3.3 Compensation on Promotion

Employees who are promoted (i.e., moved from one position to another position which is allocated to a class with a higher maximum rate of pay) shall be placed on the minimum step of the new range unless this would not result in an immediate increase in pay of at least 5%; in which case the employee shall be placed at the next highest step which results in the employee receiving a pay increase equal to at least one (1) step or 5%.

In addition, the Director of Human Resources may approve, subject only to her discretion, a promotional increase above the requirements set forth above, in the case of an unusually well qualified person or in a tight labor market, or when such action clearly appears to be in the best interest of the City.

3.4 Compensation on Demotion

On demotion (i.e., moved from one class to another class having a lower maximum rate of pay), the employee's salary shall be at the rate closest to the employee's rate in the previous range, unless the City and employee otherwise agree in writing. The effective date of all demotions shall coincide with the first working day of a pay period. The employee shall not be required to serve a probation period in the lower position.

3.5 Compensation on Position Reclassification

The salary of an employee in a position that is reclassified shall be determined as follows:

- (a) Class with same Salary Range. If the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate and performance review date of the employee shall not be changed. This provision shall also apply to change of class title provided there is no change in the basic duties of the position.
- (b) Class with Higher Salary Range. If the position is reclassified to a class with a higher salary range than the previous class, and if the incumbent is appointed to the reclassified position, the employee shall be placed in the lowest rate which results in an increase over the employee's rate in the previous class. In addition, the Director of Human Resources may approve, subject only to her discretion, a reclassification increase above the requirements set forth above, in the case of an unusually well qualified person or in a tight labor market, or when such action clearly appears to be in the best interest of the City. The effective date of the reclassification shall not affect the employee's performance review date. The employee shall not be required to serve a new probation period.
- (c) Class with Lower Salary. If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, the employee's salary shall not change until the new class catches up. The effective date of the reclassification shall not affect the employee's performance review date. The employee shall not be required to serve a new probation period.

3.6 Compensation on Transfer

The salary rate and salary review date of an employee who is transferred in the same class to a different Department shall not change.

3.7 Deductions for Absences of Less Than One Work-Day

Under the City's pay system, a non-executive exempt employee who is absent for personal reasons or because of illness or injury, for less than one work day, shall have his or her pay subject to reduction for such absences if the employee does not have sufficient accrued personal leave or administrative leave to cover such period of absence.

SECTION 4. PERFORMANCE REVIEW DATE

An employee's performance shall be reviewed at least every 6 months during the probationary period. City Hall and City Yard Bargaining Unit employees shall also be given a written evaluation approximately midway through their probationary period. Additionally, employees shall be evaluated at the conclusion

of the probationary period and annually thereafter (except Police Officer I's who shall be evaluated annually on their anniversary date). Evaluation of eligibility for a step increase shall occur in conjunction with said additional performance reviews until the employee has reached the maximum step in the range.

4.1 Transfer

The performance review date of an employee transferred to a position of similar duties, responsibilities and salary range shall not be altered.

4.2 Promotion

The performance review date of an employee promoted to a position which involves either an increase in responsibilities or a change in duties and an increase in salary range, or a special merit increase shall be altered to coincide with the effective date of such promotion; provided however, the change from Police Officer I to a Police Officer II, from a Police Officer II to a Police Officer III, from a Corporal I to a Corporal II, from a Sergeant I to a Sergeant II, or from a Lieutenant I to a Lieutenant II shall not be deemed a promotion or a special merit increase, and will not alter the salary review date.

4.3 Demotion

The performance review date of an employee demoted to a position which involves either a decrease in responsibilities or a change in duties and reduction in salary range shall be altered to coincide with the effective date of such demotion.

4.4 Leave of Absence

The performance review date of an employee whose service is interrupted by a leave of absence without pay, for whatever reason, for more than thirty (30) calendar days shall be adjusted by the total number of such days; provided, however, that the adjustment of the salary review date of an employee subject to military leave shall be consistent with the provisions of Section 395 of the Military and Veterans Code of the State of California.

SECTION 5. HEALTH AND LIFE INSURANCE

The City provides regular employees and eligible dependents with health, dental, life and other insurance benefits as defined in applicable Memoranda of Understanding and Resolutions of the City Council. Contribution of premium costs by the City, if any, are likewise set forth in applicable Memoranda of Understanding and Resolutions of the City Council.

SECTION 6. SAFETY EQUIPMENT

The City shall provide safety equipment and clothing when required by law or applicable Memorandum of Understanding. Each City Department shall promulgate and enforce safety rules which shall be subject to approval by the Director of Human Resources.

SECTION 7. RETIREMENT

The City provides retirement benefits under the Public Employees Retirement System (PERS). A description of plan benefits is available in the Human Resources Department.

7.1 Employer's Payment of Employees' Retirement Contributions

To the extent provided for in applicable Memoranda of Understanding and Resolutions of the City Council, the City shall pay the employee's share of the PERS Plan contribution.

RULE IV – EXECUTIVE COMPENSATION

SECTION 1. PURPOSE

The Executive Compensation Plan is established for the following purposes:

1. To compensate management on the basis of merit and skill by variable amounts rather than fixed step.
2. To encourage creative and decisive performance.
3. To recognize and distinguish management personnel differently than members of employee organizations.
4. To promote efficiency and economy.
5. To improve the City's ability to attract and retain outstanding executives.

SECTION 2. SCOPE

The following classifications are covered by the Executive Compensation Plan:

City Manager	Chief of Police
Deputy City Clerk	Public Services Director
Human Resources Director	Community Services Director
Management Services Director	Community Development Director
Information Services Bureau Manager	Housing & Business Development Manager

To the extent that an Executive Employee has entered into an Employment Agreement with the City, this Rule and other provisions in these Rules relating to compensation and benefits shall not apply to said employee and the terms of the Employment Agreement shall establish the employee's compensation and benefits.

SECTION 3. SPECIFIC COMPENSATION

The City Manager shall review compensation and order increases or decreases thereto and make initial appointments at any salary within the established range for all Executive positions except City Manager. The City Manager shall report annually to the City Council the compensation status of all such Executives.

3.1 Deferred Compensation

Executive employees are eligible to participate in the deferred compensation programs offered by the City, and may make contributions from their salaries in amounts permitted by the terms of the plans.

3.2 Health and Life Insurance

The City provides regular employees and eligible dependents with health, dental, life and other insurance benefits as defined in applicable Memoranda of Understanding and Resolutions of the City Council. Contribution of premium costs by the City, if any, are likewise set forth in applicable Memoranda of Understanding and Resolutions of the City Council.

3.3 PERS

- a. The City shall pay each Executive employee's required retirement contributions pursuant to the retirement plan maintained by the City through the Public Employees' Retirement System (PERS); provided, however, said payments shall not exceed seven percent (7%) of the employee's compensation in the case of miscellaneous members of the retirement system and nine percent (9%) in the case of safety members of the retirement system. These payments are not salary increases but are retirement contributions made in accordance with Section 414(h) 2 of the Internal Revenue Code.
- b. The City will pay the Executive employee's cost of the 1959 Survivor's Benefit on behalf of all employees.

3.4 Deductions for Absences of Less Than One Work Day

Under the City's pay system, an exempt employee who is absent for personal reasons or because of illness or injury, for less than one work-day, shall have his or her pay subject to reduction for such absences if the employee does not have sufficient accrued personal leave or administrative leave to cover such period of absence.

SECTION 4. PERFORMANCE REVIEW

The performance review of Executive employees will be a continuing, on-going process. Formal written reviews will occur annually, and Executives will be advised of the results of the review within thirty (30) days after the end of the review period. This review will be based upon their performance and goal attainment during the preceding year.

RULE V – APPLICATIONS AND APPLICANTS

SECTION 1. ANNOUNCEMENT

All examinations for classes in the competitive service shall be published by posting announcements in the City Hall, on official bulletin boards, and in such other places as deemed appropriate, including at least one newspaper of general circulation in the City. The announcements shall specify the title and pay range of the class for which the examination is announced; the nature of the work of the class for which the examination is announced; the dates, time, place and manner of making application; and other pertinent information.

SECTION 2. APPLICATION FORMS

Application shall be made on forms provided by the City. Such forms shall require information covering training, experience and other pertinent information, and may include certificates of one or more examining physicians, references and fingerprinting. Failure to submit all requested information by the application deadline may result in disqualification from further consideration. All applications must be signed by the person applying.

SECTION 3. DISQUALIFICATION

3.1 Causes

The Director of Human Resources may disqualify any applicant either before or after examination for any of the following causes:

- A. That the applicant is substantially lacking in any of the desirable qualifications or requirements set forth in the official class specifications for that opening.
- B. That the applicant is physically or psychologically unfit for the performance of the duties of the position to which the applicant seeks employment.
- C. That the applicant has been adjudged guilty of any violation of the penal statute, or of infamous or disgraceful conduct which casts reasonable doubt on the applicant's fitness for the position sought. The Director of Human Resources may disregard the conviction if the Director of Human Resources finds and determines that mitigating circumstances exist, such as, but not limited to, evidence of rehabilitation, length of time elapsed since conviction, or the fact that the classification applied for is unrelated to such conviction.
- D. That the applicant has knowingly made any false statement or omission of any material fact, or practiced or attempted to practice any deception or fraud in the application, examination, or appointment.
- E. That the applicant has been dismissed for relevant unsatisfactory performance or misconduct.
- F. For any material cause which, in the judgment of the Director of Human Resources, would render the applicant unfit for the particular position for which the application is filed, including a prior resignation from the City service accepted with prejudice.

3.2 Notice of Rejection

Whenever an application is rejected, notice of such rejection shall be mailed to the applicant by the Director of Human Resources, who shall, upon applicant's written request, state the reasons for such rejection.

3.3 Incomplete or Defective Applications

Incomplete or defective applications may be corrected by the applicant, provided the time limit for receiving applications has not expired.

SECTION 4. PHYSICAL EXAMINATION

A physical examination, including drug screening and other testing, is a prerequisite to entering into employment with the City of Fontana. Reasonable effort will be made to accommodate physically handicapped applicants when in the opinion of the Director of Human Resources and Department Head, that person is able to perform the duties assigned in a satisfactory manner. Applicants for Police Department positions are required to successfully pass a background investigation, psychological and polygraph testing.

SECTION 5. EMPLOYMENT OF RELATIVES

The purpose of this Rule is to provide guidance and direction to applicants and employees regarding the employment of relatives within the City of Fontana and to avoid the appearance of impropriety in selection, promotion and other employment decisions.

It is the policy of the City of Fontana that no employee, prospective employee or applicant shall be denied employment or benefits of employment solely on the basis of his or her family relationship. Subject to the following, employment with the City shall be based on the applicant's individual merit.

For purposes of this Rule, relatives and those holding a familial relationship are defined as: spouse, mother, father, brother, sister, child, parent of spouse, grandmother, grandfather, grandchild, cousin, aunt, uncle, brother-in-law or sister-in-law.

For business reasons of supervision, security or morale, the City may refuse to place relatives in the same department, division or facility if the work involves potential conflicts of interest or other hazards greater for relatives than for other persons. In determining whether there is a greater potential for conflict, the City Manager, or designee, shall carefully assess the actual work setting to determine whether that setting would pose, because of the mutual concerns relatives are assumed to bear, a potential conflict of interest or other hazard greater for relatives than other employees. If the potential conflict or hazard is greater, the City shall take such steps to regulate the employment of relatives to avoid the conflict or other hazard. The City shall attempt to match reasonably the severity of its actions towards one or other relative to the degree of risk and the significance of the potential harm involved.

Where potential conflicts of interest exist, the City retains the right to disqualify one party to the relationship for a position privy to confidential matters who has a relative already in the City's employment, when such relationship could result in the compromise of confidential information.

If co-employees marry or become related by marriage, the City will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security and morale following completion of the assessment discussed above. If such efforts prove to be unsatisfactory, the City reserves its rights to transfer or reassign said employees as may be appropriate to alleviate the cognition.

This Rule shall apply to all employees of the City, including both full-time and part-time positions.

RULE VI – EXAMINATIONS

SECTION 1. NATURE AND TYPES OF EXAMINATIONS

The selection techniques used in the examination process shall be impartial, of practical nature and shall relate to those subjects which, in the opinion of the Director of Human Resources, fairly measure the relative capacities of the class to which they seek to be appointed.

Examinations shall consist of such recognized personnel selection techniques as achievement tests, aptitude tests, evaluation of background through personal interviews, performance tests, evaluation of daily work performance, work samples, physical agility tests, physical examination, psychological, polygraph, or any combination of exams.

1.1 Open Examinations

Open examinations shall be open to all qualified applicants, including the public as well as City employees, meeting the minimum qualifications set forth in the job specifications.

1.2 Open-promotional Examinations

Open-promotional examinations shall be open to all qualified applicants, but appointment preference shall be extended to any City employee with regular status whose final examination score is ten percent (10%) above the minimum passing score established for the examination.

1.3 Closed-promotional Examinations

Closed-promotional examinations shall be conducted whenever, in the opinion of the Director of Human Resources, the needs of the service require. If there are less than three qualified applicants, within 5 days of posting, the examination shall be changed to an open promotional examination. Promotional examinations may include any of the selection techniques mentioned above, or any combination of them. Regular, probationary, temporary, provisional and part-time employees of the City who meet the requirements set forth in the promotional examination announcement may compete in promotional examinations except for positions in the police rank and file unit. For these positions only regular and probationary employees are eligible to compete.

1.4 Lateral Transfer Examinations

Lateral transfer examinations shall be limited to qualified applicants who meet the minimum standards for lateral transfer as set forth by the State of California Commission on Peace Officer Standards and Training.

1.5 Formal Examinations

Formal examinations shall include a written test and may include oral, performance and physical tests to be given at a specified time and place under supervision to competing applicants.

1.6 Informal Examinations

Informal examinations shall include an appraisal of an applicant's training, experience and other pertinent characteristics and may include oral, performance and physical tests.

SECTION 2. CONDUCT OF EXAMINATION

The Director of Human Resources shall recommend to the City Manager the manner and methods by which examinations shall be prepared and administered. The Director of Human Resources shall arrange for the use of public buildings and equipment for the conduct of examinations and shall render such assistance as shall be required with respect thereto.

SECTION 3. SCORING EXAMINATION AND QUALIFYING SCORES

A candidate's score in a given examination shall be the average of his scores on each competitive part of the examination, weighed as shown in the examination announcement. Failure in one part of the examination may be grounds for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of an examination.

SECTION 4. NOTIFICATION OF EXAMINATION RESULTS AND REVIEW OF PAPERS

Each candidate in an examination shall be given written notice of the examination results, and upon request, the candidates rank on the eligibility list.

Any candidate shall have the right to inspect his own examination paper within five working days after the notices of examination results were mailed. Any error in computation, if called to the attention of the Director of Human Resources within ten (10) working days after the date of mailing of notices, shall be corrected. Such corrections shall not, however, invalidate appointments previously made.

RULE VII – EMPLOYMENT LISTS

SECTION 1. EMPLOYMENT LISTS

An eligibility list shall be established listing the names of those applicants who have qualified in the examination, arranged in order of final scores, from the highest to the lowest qualifying score. The Department Head, or designee, shall interview at least the top six individuals on the list.

SECTION 2. DURATION OF EMPLOYMENT LISTS

Eligibility lists shall be valid and in effect for a period of one (1) year, unless exhausted sooner, and may be extended by the Human Resources Director for one additional six-month period.

SECTION 3. RE-EMPLOYMENT LISTS

The names of probationary and permanent employees who have been laid off shall be placed on appropriate re-employment lists in order of seniority. Such names shall remain thereon for a period of two (2) years unless such persons have been re-employed. Except that the City Hall and Yard bargaining unit employees' names shall remain on a re-employment list for a period of five (5) years unless such persons have been re-employed.

SECTION 4. REMOVAL OF NAMES FROM LISTS

The name of any person appearing on an employment, re-employment, or promotional list shall be removed by the Director of Human Resources if the applicant or employee requests in writing that his name be removed, if he fails to respond to a notice of certification mailed to his last known address, or if he has been offered appointments and has not accepted a total of three offers. The names of persons on promotional employment lists who resign from the service shall automatically be dropped from such lists.

RULE VIII – METHOD OF FILLING VACANCIES

SECTION 1. TYPES OF APPOINTMENT

All vacancies in the competitive service shall be filled by reinstatement, transfer, demotion, or from employment or promotional lists, if available. In the absence of persons eligible for appointment in these ways, provisional appointments may be permitted in accordance with the Personnel Ordinance No. 58 and these rules. In addition, from time to time it may be necessary to use temporary employees to fill vacant positions until filled by regular recruitment process, or to replace a person while on extended leave, or to staff a special project. Temporary employees may be hired for a maximum of two hundred and forty (240) days. All requests for temporary employees should be forwarded to the Human Resources Department via Request for Recruitment form. The Human Resources Department will notify the temporary service of need.

SECTION 2. ORDER OF APPOINTMENT

Whenever an appointment is to be made, the employment lists, if such exist, shall be used in the following order: re-employment list, closed-promotional list, open- promotional list and open list. Whenever there are fewer than three names on a promotional list or open list, the Department Head may make an appointment from among such eligibles or may request the Director of Human Resources to establish a new list. When so requested the Director of Human Resources shall hold a new examination and establish a new employment list. Those names remaining from the prior list will be placed on the newly established list at both the original and the new score and shall be referred in accordance with the Rule of Six set forth in Rule VII, Section 1. This expiration date will be the same as established earlier.

SECTION 3. APPOINTMENT

After interview and investigation, the Department Head, subject to the approval of the terms by the Director of Human Resources, shall make appointments from the applicable employment list. The Human Resources Department shall thereupon notify the person appointed, and if the applicant accepts the appointment and presents himself for duty within such period of time as the Human Resources Department shall have prescribed, he shall be deemed to be appointed; otherwise, he shall be deemed to have declined the appointment. Only authorized representatives of the City Manager or the Director of Human Resources may extend offers of employment.

SECTION 4. PROVISIONAL APPOINTMENTS

In the absence of appropriate employment lists, a provisional appointment may be made by the appointing authority (the City Manager, or in his absence the Deputy City Manager, or in the absence of both the City Council) of a person meeting minimum training and experience qualifications for the position. An employment list shall be established within six (6) months for a regular position filled by provisional appointment. The Council may extend the period for any provisional appointment for not more than thirty (30) days by any one action. The total extensions shall not exceed six months. When a provisional appointment is to be extended, the Council shall direct the City Clerk to record such action in the minutes of the meeting of the Council.

A provisional or temporary appointment shall not be the basis for preferential hiring consideration.

SECTION 5. EMERGENCY APPOINTMENTS

To meet the immediate requirements of an emergency condition, such as extraordinary fire, flood or earthquake, which threatens public life or property, any person designated by the City Manager may employ such persons as may be needed for the duration of the emergency without regard to the personnel ordinance

or rules affecting appointments. As soon as possible, such appointments shall be reported to the Director of Human Resources.

SECTION 6. PART-TIME APPOINTMENTS

Except as set forth in a valid applicable Memorandum of Understanding in accordance with Chapter 21 of the City Code, all part-time personnel are exempt from the personnel rules and regulations except for the hiring and advancement policies which are set forth in these rules.

SECTION 7. BENEFITS AND LEAVES FOR PROVISIONAL AND EMERGENCY APPOINTMENTS

Any new employee who is appointed either provisionally, temporarily or on an emergency basis shall not be eligible for benefits or leaves other than those holidays which are observed during such employee's appointment period.

SECTION 8. MODIFIED DUTY ASSIGNMENT AS AN ALTERNATIVE TO VOCATIONAL REHABILITATION

8.1 Applicability

This provision is applicable to all City employees in situations where the employee is being treated for a work-related injury or illness and is determined, by a physician approved by the City, to be able to return to work, provided the employee's duties and/or tasks are modified in accordance with any limitations associated with the work-related injury or illness.

8.2 Purpose

The purpose of this provision is to provide qualified injured workers and the City with a cost-effective alternative to vocational rehabilitation.

8.3 Assignment

Assignment to a "modified duty" position shall be subject to the availability of an appropriate position. The "modified duty" position assigned may be in the employee's department or in any other City department or division. In no event shall the City be required to create a "modified duty" position. Further, assignment to "modified duty" shall be made only where such assignment is determined to be in the City's best interest as determined in the sole discretion of the City Manager. Such assignments, if any, shall be given to the first qualified injured worker who meets all of the requirements set forth in this policy. This policy shall supersede all other policies, rules, or regulations in any way relating to the filling of vacancies within the City.

8.4 Salary and Benefits

An employee assigned to "modified duty" shall be compensated at the step within the range of the "modified duty" position which is closest to his or her salary in the position held immediately before the illness or injury. The employee shall receive the normal benefits for the "modified duty" position.

8.5 Eligibility Requirements

In order to be eligible for "modified duty" the employee must also:

- (a) Submit a physician's statement authorizing "modified duty", including a detailed description of the types of work that the employee can safely perform.

- (b) Possess the recommended qualifications for the "modified duty" position.
- (c) Be able to perform all of the essential functions and duties of the position.
- (d) Agree to submit to a six (6) month probationary period in the position. If the employee successfully completes probation, he or she shall become a regular employee in that position and will sign a City prepared release waiving vocational rehabilitation. If not, the employee shall be offered vocational rehabilitation consistent with City policy.

RULE IX – PROBATIONARY PERIOD

SECTION 1. REGULAR APPOINTMENT FOLLOWING PROBATIONARY PERIOD

All original appointments shall be tentative and subject to a probationary period of not less than twelve (12) months, and all promotional appointments shall be tentative and subject to a probationary period of not less than six (6) months, except for Police Department Employees whose probationary period shall be not less than eighteen (18) months for Police Officer I's, or twelve (12) months for non-sworn Police Department Employees, Police Officer II's and above. However, the City Manager in his discretion is authorized to extend for a period not to exceed ninety (90) days, the probationary period of any employee of the City. For good cause, the City Manager may in addition, provide for a longer period of probation. The Human Resources Director must notify the probationer of any extension one (1) month prior to the termination of the probationary period.

If the service of a probationary employee has been satisfactory, then the Department Head shall file with the Human Resources Director a performance evaluation stating the retention of such employee is desired, with recommendations for appropriate salary merit increases. Regular status begins when an employee reports for work (unless on approved leave) on the first work day following completion of the probationary period and such employee shall be referred to as a regular employee. No employee shall be denied regular status after successfully completing a probationary period solely because a Department Head fails to file notice of regular appointment.

SECTION 2. OBJECTIVE OF PROBATIONARY PERIOD

The probationary period shall be regarded as a part of the evaluation process to determine the employee's ability to successfully perform the job.

SECTION 3. REJECTION OF PROBATIONER

During the probationary period an employee may be rejected at any time by the appointing power without cause and without the right of appeal (except for probationary police officers who shall have a right to an administrative appeal pursuant to Govt. Code § 3304(b) if their termination during probation is more than a bare rejection). Notification of rejection in writing shall be served on the probationer, and copy filed with the Human Resources Director.

SECTION 4. REJECTION FOLLOWING PROMOTION

Any employee rejected during the probationary period following a promotional appointment, or at the conclusion of the probationary period shall be reinstated to the position from which he was promoted, if available, unless charges are filed, and he is discharged in the manner provided in the is unavailable, the employee shall be placed in the same classification to the extent a position is available. If the employee's former position or a position in the employee's former classification are unavailable, the employee shall be placed in a similar position for which he is qualified in his personnel ordinance and these rules for positions in the competitive service. If the prior position prior Department. No employee shall be denied regular status in the promotional position after successfully completing his probationary period solely because an appointing officer fails to file notice of regular appointment to that position.

RULE X – PERFORMANCE EVALUATION

SECTION 1. REPORTING SYSTEM

The Human Resources Director, after consulting the Department Heads concerned, shall develop a performance evaluation reporting system. The primary purpose of the performance evaluation system shall be overall improvement of the municipal government, by determining training needs and helping all employees improve their job performance.

If the employee's performance appears to be impaired by continuous illness or other physical or mental limitation, the appointing authority may require him to obtain a complete physical/psychological examination by a designated physician, at the City's expense to determine the employee's fitness for duty. Results of the examination may be the basis for demotion, suspension or termination.

SECTION 2. DEPARTMENTS

It is the duty of the Department Head, or designee, to evaluate the work accomplishments and conduct of employees, to inform employees of their evaluations in writing, to establish goals and objectives for measuring job performance and to assist employees in improving overall job performance.

SECTION 3. EMPLOYEES

It is the employee's responsibility to meet and preferably exceed the minimum standards established for work accomplishment and conduct, and to strive to improve individual overall job performance.

SECTION 4. EVALUATIONS

Work performance evaluations shall be completed approximately at the midpoint of, and prior to the completion of the probationary period, at the time of a proposed merit increase, and at least annually thereafter on the employee's anniversary date, or whenever needed to maintain a good record of an employee's performance. Such ratings shall emphasize employee counseling and recognition. The rating system shall include the following elements:

- (a) A written record to be reviewed and acknowledged by the employee; no change shall be made after review and acknowledgment by employee.
- (b) A copy of the evaluation will be given to the employee and a copy placed in the employee's personnel file.
- (c) An orientation or training program for new raters.

SECTION 5. RECORDS

Work performance evaluations shall be kept in a locked personnel file.

RULE XI – ATTENDANCE AND LEAVES

SECTION 1. ATTENDANCE

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves. All Departments shall keep daily attendance records of employees, which records shall be reported to the Human Resources Director in the form and on the dates specified. Absence without leave for one or more days may be cause for immediate discharge.

SECTION 2. PERSONAL LEAVE

2.1 Annual Allowances

Each regular full-time employee shall accumulate leave hours each payroll period based upon his length of service with the City as set forth in their applicable MOU.

2.2 Increases in Annual Allowances

Increases in accrual of annual hours of personal leave afforded to each employee shall occur on the employee's anniversary date.

2.3 Use – Scheduled Leave

Accumulated personal leave hours may be used for vacation or any other purpose the employee desires, subject to the reasonable requirements of departmental staffing and this resolution. The City reserves the right to limit the amount of personal leave taken for vacation and determine the time of such vacation. Appropriate departmental policy notices should be given prior to requesting personal leave.

If a holiday falls during an employee's vacation, personal leave time shall not be deducted for that day. This provision does not apply to those Police Department employees who are credited with holiday pay irrespective of the actual date of the holiday.

1. Those employees with holidays off must:
 - (a) utilize enough hours of leave time (personal leave, administrative leave or compensatory time) with each holiday taken off duty so that it equals the scheduled amount of hours they would have worked on that day (e.g., an employee scheduled to work 10 hours would receive 8 hours of holiday pay and need to use 2 hours of personal leave);
 - (b) with the immediate supervisor's prior approval, employees may work the additional hours needed to equal the scheduled amount of hours they would have worked on that day, provided that these hours are worked within the week that the holiday occurs (these hours shall be paid at the regular rate of pay); or
 - (c) take leave without pay for the additional hours; and
2. Those employees of the Police Department required to work on holidays will continue to receive 8 hours of pay per month with the exception of October for an accumulative total of 11 paid holidays.

Employees of the Police Management Unit:

Those employees with holidays off must (a) utilize enough leave time (personal leave, administrative leave or compensatory time) with each holiday taken off duty so that it equals the scheduled amount of hours they would have worked on that day (e.g., an employee scheduled to work 12 hours would receive 8 hours of holiday pay and use four hours of personal leave), (b) FLSA non-exempt employees, with the immediate supervisor's prior approval, may work the additional hours needed to equal the scheduled amount of hours they would have worked on that day, provided that these hours are worked within the week that the holiday occurs (these hours shall be paid at the regular rate), or (c) take leave without pay; and (2) those employees of the Police Department required to work on holidays will continue to receive 8 hours of pay per month with the exception of October for an accumulative total of 11 paid holidays.

2.4 Use – Unscheduled Leave

In the circumstances set forth below, personal leave may be utilized without being subject to the notice and approval requirements set forth above.

(a) Personal Illness or Injury

In cases where a Police Department employee desires to use personal leave for absences due to personal illnesses or injury, the employee must notify his immediate supervisor as soon as possible, but at least two hours before the start of the scheduled shift for which the employee is expected to report to work, or sooner if so provided by departmental policy. All other employees shall be required to call in within thirty (30) minutes of their scheduled starting time. Abuse of such notice requirements may subject the employee to disciplinary action. When the Department Head, with concurrence of the Human Resources Director, has a reasonable suspicion that the leave is not being used properly, the employee may be notified that for the next 6-month period the employee will be required to file a physician's certificate or other approved reasonable verification with the Human Resources Director stating the cause of absence. The City reserves the right to require the employee to submit a release, indicating any limitations, signed by a treating physician prior to allowing an employee to return to work.

(b) Family Illness or Injury

After giving notice required in (a) above, an employee may be permitted to use personal leave for an illness or injury to a member of the employee's immediate family, provided that only one (1) day of personal leave may be utilized in connection with any one illness. Any additional time utilized in connection with such serious illness or injury is subject to approval at the discretion of the Department Head, who may allow the employee either (a) to utilize additional personal leave to receive compensation for such absence, (b) a leave of absence without pay or (c) to work additional hours, during the same work week so as to receive full compensation for such absence.

Illness or injury, as used in this section, shall be defined as: (1) an emergency situation in which the immediate family member requires hospitalization and/or immediate medical attention and treatment by a physician; or (2) the employee is required to provide dependent care services for members of the immediate family. The employee is expected to make suitable arrangements for the care of the family member as soon as practicable following the actual emergency. The Human Resources Director may request reasonable verification of the need for such leave.

Immediate family, for the purposes of this section shall include only parents, spouse, child, sibling or member of the employee's immediate household.

The employee shall not receive compensation until a written request and verification are submitted to the Human Resources Director, which may be submitted subsequent to the leave.

The use of personal leave for purposes of family illness or injury may be granted only to the extent of the employee's accumulated personal leave account balance.

(c) Extended Illness

Employees who are not eligible to convert one hundred percent (100%) of their accumulated, unused sick leave benefits as of July 1, 1984, in accordance with Exhibit "A", shall be permitted to "bank" those hours not converted for use in the event of an extended illness. An extended illness is defined as an absence due to illness or injury in excess of three (3) working days. Hours included in said "bank" shall be applied to receive pay for the absence due to such extended illness prior to utilizing any annual personal leave hours.

Unused hours in the bank are not subject to reimbursement or cash payment at the time of termination of employment.

(d) Bereavement

Employees may be allowed up to three (3) days of bereavement leave, which is not chargeable to personal leave, to be utilized in the event of a death of an employee's spouse, child, brother, sister, parent, grandparent or other relative, subject to the approval of the City. The absence shall not exceed three consecutive days from the date of notification. The value of such leave will be based upon the employee's previously scheduled work hours for that day (i.e., if the employee was on a 4/10 work schedule, the employee would be eligible to receive up to 30 hours of paid bereavement benefits). The City may request reasonable verification of the need to such leave, if abuse of leave is reasonably suspected.

SECTION 3. INDUSTRIAL INJURY LEAVE

When a non-sworn employee of the City is off work because of a work-related injury arising out of and occurring in the course of employment with the City, and said injury has been accepted as industrial by the City's insurance carrier, such employee shall receive his regular pay during the time such employee is off work due to such injury for a period not to exceed thirty (30) calendar days from the date of said injury, except that in the event of multiple injuries, no more than one thirty (30) day period shall be allowed for each incident. Sworn peace officers shall receive their regular pay during the time they are off work, for a period not to exceed one (1) year from the date of their injury, in accordance with the provisions of Section 4850 of the California Labor Code, providing the employee returns to the City any compensation paid to the employee under the provisions of the California Workers' Compensation Law for the corresponding period of time. No deduction shall be made for personal leave time granted for such employee for such injuries. Any employee so entitled, shall continue to accrue personal leave, and to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury.

SECTION 4. SICK OUT

In the event of a work stoppage in the form of a "sick out" or other similar concerted action based on health or medical reasons identified by the City Manager, it shall be the policy and procedure of all supervisors to require a doctor's verification of the employee's need to be absent from work.

SECTION 5. EMPLOYEE'S MEDICAL AND DENTAL APPOINTMENTS

At the discretion of the Department Head, an employee's medical and dental appointments may be made up within the same FLSA work period during which the time was lost. Otherwise, time lost for appointments shall be charged to accrued personal leave.

SECTION 6. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of state and federal law. Employees must notify their Department Head as soon as they become aware of the need for such leave and give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken.

SECTION 7. LEAVE OF ABSENCE

The City Manager or his designee may grant a leave of absence to a regular employee for a period not to exceed one (1) year upon written request of the employee and the recommendation of the Department Head. Approval shall be in writing and a copy filed with the Human Resources Director. Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted.

7.1 Benefits While on Leave of Absence

The City shall provide to any employee who is on a leave of absence of thirty (30) days or less, the same premium payments on health, dental and life insurance available to such employee while actively employed. No other benefits shall accrue during any leave of absence.

7.2 Benefits While on Medical Leave of Absence – Police Department Employees Only

The City shall provide to each regular Police Department employee who is absent from work due to a non-occupational injury or illness for a period of eighteen (18) months or less and who has depleted all industrial leave and personal time off benefits, a leave of absence without pay and the same premium payments on health insurance, life insurance and salary continuation insurance, available to him or her while actively employed. The City Manager shall have the power, in his discretion, to extend this period as he determines proper.

SECTION 8. PREGNANCY AND PARENTAL LEAVE

A female employee shall be entitled to leave which may be chargeable to her accrued personal leave when she is unable to work due to disability caused by pregnancy, childbirth or a related medical condition. When such accrued personal leave has been used, the employee may apply for leave of absence without pay subject to those rules. Such employee shall be permitted to work until she decides to cease work, unless her condition interferes with the performance of her duties as determined by her physician. Such leave shall be granted for up to four (4) months.

SECTION 9. JURY DUTY

Any employee of the City who is called for jury duty shall immediately notify his supervisor. During such jury duty services, employees shall be paid their regular salary received from the City but only if such employee turns over to the City all monies which are received for his service less the actual mileage expense reimbursement. Employees shall not be required to report to work while on jury duty unless they would be able to complete at least one full hour of work, either before or after fulfilling their jury service obligation.

Employees may also be granted leave to care for dependent children and parents, subject to City workloads and the Leave of Absence requirements contained in Section 7. Accrued personal leave may be used for such leave, otherwise it will be unpaid.

SECTION 10. LIGHT DUTY

Any injured employee who has received medical permission to work light duty shall be permitted to work any available light duty assignment subject to approval of the Human Resources Director.

SECTION 11. LUNCH HOURS AND COFFEE BREAKS

Lunch hours and coffee breaks should be scheduled so that someone is always available to assist the public during working hours.

Lunch Hours:

- A. Are to be scheduled whenever possible between 11:00 a.m. and 1:30 p.m.
- B. Lunch periods shall not exceed one hour without prior approval of the supervisor.
- C. In Departments operating twenty-four (24) hours per day, lunch periods shall be established by the Department Head or Watch Commander.

Breaks:

Only one 15-minute break is permitted during each four-hour work period. Work breaks of 15 minutes each during the morning and afternoon are intended as short periods of relaxation from the demands of the job to allow each employee to maintain maximum effectiveness. Such breaks are allowed as City time and are not cumulative. The 15 minutes allowed from work routine includes transit time. Employees are encouraged to use break room facilities in or near the building where they work. Normally, breaks will be scheduled between 9:00 a.m. and 4:00 p.m. Breaks cannot be added on to the lunch period or to the start or end of the working day without prior approval of the employee's department head. Supervisors should ensure that breaks are staggered so that the normal business of the office or work site is not disrupted.

SECTION 12. FAMILY LEAVE POLICY

12.1 Eligibility for Leave

Employees are eligible for leave if all of the following apply:

- (a) The employee must have at least one year of service with the City.
- (b) The employee must have worked at least 1,250 hours during the twelve (12) months immediately prior to the period of leave; and
- (c) There must be at least fifty (50) employees employed at the employee's work site or at least fifty (50) total employees employed at the employee's work site and any other work site(s) within seventy-five (75) miles of the employee's work site.

12.2 Reasons for Request for Leave

Eligible employees may request family leave for any of the following purposes:

- (a) The birth or adoption of a child by the employee or placement of a child in foster care with the employee;
- (b) to care for a child, parent, or spouse of the employee who has a serious health condition; or
- (c) for any employee's own serious health condition which makes the employee unable to perform the essential functions of the employee's position.

12.3 Requests for Leave

(a) Notice

- (1) Employees must submit leave requests, in writing, to their department heads.
- (2) All leave requests must include sufficient information for the City to make a determination as to whether the purpose of the leave qualifies as family leave.
- (3) Employees must provide at least thirty (30) calendar days written advance notice for foreseeable events, or notice as soon as possible for unforeseeable events which qualify for family leave.
- (4) Where the need for leave is foreseeable and the employee fails to provide sufficient advance notice, the City may deny leave until thirty (30) days after notice is provided.
- (5) As to requests for leave for planned medical treatments, the employee must make a reasonable effort to schedule the leave so as to avoid disruption of City operations.
- (6) In addition to the above, the City may require that employees on family leave periodically provide notice as to the employee's status and intent to return to work.

(b) Medical Certification

An employee's request for leave, due to a serious medical condition affecting the employee or the employee's child, parent, or spouse, must be supported by a medical certification issued by a health care provider of the individual requiring care.

The medical certification shall include (1) the date on which the serious health condition commenced; and (2) the probable duration of the condition; and (3) an estimate of the time required to care for the individual requiring care (if additional time is required, the employee must submit additional medical certification); and (4) a brief statement of the regimen of treatment prescribed for the condition by the health care provider; and (5) as to family leave due to a serious health condition affecting the employee, a statement that the employee is unable to perform his or her job duties; or (6) as to family leave due to a serious health condition affecting a child, parent, or spouse of the employee, a statement that the serious health condition warrants the participation of a family member.

Medical certification must be provided within fifteen (15) calendar days of the City's request for such medical certification, unless it is not practicable to do so despite the employee's diligent, good faith efforts to do so. Failure to provide medical certification in a timely manner may result in the following: (1) where the need for leave was foreseeable, denial of the employee's leave request until such time as the employee submits the required

medical certification; or (2) where the need for leave was not foreseeable and the employee is already on leave, denial of the employee's continued leave until such time as the employee submits the required medical certification.

The City may require additional medical certification of the need for family leave, including: (1) a second medical opinion, at the City's expense, if the City has reason to doubt the validity of the employee's medical certification; and (2) a third and binding medical opinion, at the City's expense, where the second opinion differs from the first.

The City may request subsequent recertification of the need for leave every thirty (30) days. It may also request recertification at more frequent intervals if: (1) the employee requests an extension of leave; (2) the circumstances described by the original medical certification have changed significantly; or (3) the City receives information that casts doubt upon the continuing validity of the prior medical certification.

The City may also require medical certification at the time the employee seeks reinstatement from family leave due to the employee's own serious health condition that the employee is fit for duty and able to return to work.

(c) Leave Status

The employee will be considered to be on active status where paid leave is used concurrently with unpaid family leave. On the date after the employee has used all eligible accrued benefits available, the employee shall be considered to be on unpaid leave.

(d) Duration of Leave

Employees are entitled to a maximum of twelve (12) weeks of family leave during any twelve (12) month period, except that if both husband and wife are employed by the City, the combined family leave of the husband and wife in connection with the birth, adoption of a child by the employees or placement of a child in foster care with the employees shall be twelve (12) weeks in a twelve (12) month period.

(e) Minimum Period of Leave

Leave may be taken in one or more periods. Employees may take intermittent leave or leave on a reduced schedule due to a serious health condition of the employee or the employee's child, parent, or spouse whenever medically necessary. However, if the employee requests intermittent leave, the City may require a temporary transfer to a position for which the employee is qualified, and that: (1) provides equivalent pay and benefits; and (2) better accommodates recurring periods of leave. Consistent with the Federal Family and Medical Leave Act and the Fair Labor Standards Act, the City may make deductions from the salary of an otherwise salaried exempt employee for any period which qualifies as unpaid family leave.

12.4 Continuation of Benefits.

Except as otherwise provided below, an employee taking family leave shall be entitled to continue participation in pension and retirement plans to the same extent and under the same conditions as apply to unpaid leave taken for any other purpose. In order to continue coverage under employee benefit plans, including life, short-term or long-term disability insurance, or other similar plans, the employee will be required to submit timely payments or premiums, at the group rate, during the period of leave not covered by any accrued paid leave.

The City will continue the employee's normal group health care benefits during the period of leave on the same terms and conditions as applied prior to the commencement of family leave. Therefore, in order to continue group health benefits during any unpaid period of leave, the employee should make arrangements, in advance, for the payment of the employee's share, if any of group health premiums.

The City may be entitled to reimbursement of any premiums paid during a period of unpaid family leave if the employee fails to return after the period of leave has expired, unless: (1) the reason for the employee's failure to return is due to the condition, recurrence, or onset of a serious health condition of the employee, the employee's child, spouse, or parent; (2) other circumstances beyond the control of the employee as set forth in applicable law and regulations.

During any period of leave which is unpaid, the City shall discontinue payments made on behalf of the employee to employee retirement plans and the leave period shall not be counted for purposes of time accrued under the plan.

12.5 Coordination with Other Leaves

The City requires that employees use accrued personal leave or other paid accrued time off during family leave.

With the exception of leave taken on account of pregnancy, childbirth, or related conditions, both state and federal family leave run concurrently with each other and with any other leave which the employee may elect or the City may require that the employee use during family leave.

12.6 Return from Leave

(a) In General

Employees are entitled to reinstatement to the same or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

(b) Denial of Reinstatement

The City may deny reinstatement to:

- (1) A salaried "key employee" who is among the highest-paid ten percent (10%) of City employees employed within seventy-five miles of the employees work site, if:
 - (a) Necessary to prevent substantial grievous economic injury to the operations of the City;
 - (b) Notice is given to the employee at the time of the leave request that the City cannot deny the leave request, but that the City intends to deny reinstatement; and
 - (c) The employee is given a reasonable opportunity to return to employment after receiving such notice, but elects not to return; or
 - (d) After the leave expires, the employee requests reinstatement and the City makes a determination at the time of the reinstatement request and notifies the employee of its determination that reinstatement would cause substantial grievous economic injury to the operation of the City.

- (2) An employee who gives notice that he or she no longer desires to return to employment with the City.
- (3) An employee who fails to provide medical certification that he or she is fit for duty and able to return to work after taking family leave based on the employee's own serious health condition.

RULE XII – CHANGES IN EMPLOYMENT STATUS

SECTION 1. TRANSFER

After notice to the Human Resources Director, an employee may be transferred by the appointing power at any time from one position to another position in the same or comparable class having similar maximum compensation, duties and qualifications. If the transfer involves a change from the jurisdiction of one Department Head to another, both must consent thereto unless the City Manager orders the transfer for purposes of economy or efficiency. Transfers shall not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided in the personnel ordinance and in these rules. No person shall be transferred to a position for which he does not possess the minimum qualifications.

SECTION 2. PROMOTION

Insofar as practicable and consistent with the best interest of the service, vacancies in the competitive service shall be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list established.

If, in the opinion of the Director of Human Resources a vacancy in the position could be filled better by an open examination instead of a promotional examination, the Human Resources Director will call for applications to fill the vacancy, arrange for an open examination and preparation and certification of an eligible list.

SECTION 3. DEMOTION

The Department Head may recommend, and upon the City Manager's and the Human Resources Director's approval may demote an employee whose ability to perform his required duties falls below standard, or for disciplinary purposes. Upon request of the employee, and with consent of the prospective supervising official, demotion may be made to a vacant position as a substitution for layoff. No employee shall be demoted to a position for which he does not possess the minimum qualifications. Written notice of the demotion shall be given the employee before or within three (3) days after the effective date of the demotion, and a copy filed with the Human Resources Director.

SECTION 4. SUSPENSION OR REMOVAL

After consultation with the Human Resources Director, the Department Head may recommend suspension or removal of an employee from his position at any time for the good of the service, for a disciplinary purpose, or for other just cause.

SECTION 5. REINSTATEMENT

With the approval of the City Manager, or his designee, a regular full- or part-time employee who has resigned with a good record may be reinstated to his former position, if vacant, or to a vacant position in the same or comparable class providing that an application for reinstatement was filed within two (2) years of the effective date of the employee's resignation and further providing that the use of the re-employment list shall have precedence over the reinstatement. Personal leave accrual shall be at the same rate as when the employee resigned.

SECTION 6. DISCIPLINARY ACTIONS

A regular employee in the classified service may be removed, demoted, or suspended only for cause.

Such employee shall have written notice of the reasons for such action and shall have the right of appeal, pursuant to this Rule. Examples of conduct which may lead to disciplinary action include, but are not limited to:

- (a) Failure to meet reasonable work performance standards and requirements.
- (b) Fighting, physical abuse or discourteous treatment of the public or other employees.
- (c) Willful or negligent disobedience of any law, ordinance, City rules, Department regulation, or superior's lawful order.
- (d) Damage to public property or waste of public supplies through negligence or willful misconduct.
- (e) Conduct unbecoming an officer or employee of the City.
- (f) Willful absence without leave.
- (g) Practicing deception or fraud in the securing of a job appointment.
- (h) Failure to supply full information as to character, reputation, or acts which, if known at the time of appointment, might have resulted in a disqualification of the employee for the job to which he was appointed.
- (i) Willful making of a false official statement.
- (j) Willful failure to pay just debts or make reasonable provision for their payment.
- (k) Insubordination.
- (l) Material falsification of any work, personnel or other City records.
- (m) Material unauthorized taking of public funds, property or unauthorized charges against the City's account.
- (n) Unauthorized use or possession of alcohol or controlled substances (except for prescription drugs which have been disclosed to, and approved by the Department Head for use while on duty) on City premises or while using City equipment or use of alcohol or drugs during off-duty hours to the extent that it interferes with the job performance, or other violation of the City's substance abuse policy.
- (o) Participation in illegal activity while on duty or on City property.
- (p) Unauthorized possession of a deadly weapon while on duty or on City property.
- (q) Violation of any City rules and/or regulations.

6.1 Imposition of Disciplinary Action

Such disciplinary actions may be imposed upon an employee only as follows:

- (a) The Department Head shall give written notice to the employee, the City Manager and Director of Human Resources of the cause or causes for such action, together with a narrative written statement of the facts relied upon to establish the basis for the action as proposed. Any documents relied upon by the Department Head in establishing cause shall be provided to the employee with the written notice.
- (b) Prior to the imposition of discipline, the City Manager shall, if the employee so requests within the time frame specified in the notice, conduct an informal meeting to allow the Department Head and the employee, or their respective representatives, to present any competent and relevant evidence tending to prove or disprove the facts upon which the action is based, and shall give at least ten (10) days written notice of such hearing to the employee. The City Manager may be accompanied or otherwise assisted in disciplinary matters by staff and/or legal counsel. Based on his review of the evidence following the hearing, the City Manager may affirm, modify or rescind the disciplinary action.

The City Manager shall give the employee, Department Head, and Human Resources Director written notice of his decision, which shall be final and conclusive in the absence of a timely appeal.

6.2 Appeals for Police Department Employees

A Police Department Employee disciplined under 6.1 shall have the right to appeal the City Manager's decision to the City Council. The appeal shall be heard by the City Council, in the time and manner hereinafter set forth. All such appeals shall be filed in writing with the Human Resources Director on or before 5:00 p.m. of the fifteenth (15th) calendar day following the giving of notice of the City Manager's decision. For the purpose of this rule, the date of "giving of notice" shall be either the date of personal service upon the employee, or the date that such notice was placed in the United States Postal Service certified mail. Under exceptional circumstances the Human Resources Director may extend these time limits if done in a written notice. Failure, for any reason, to file an appeal within the time permitted shall be conclusively deemed to be an acceptance of the City Manager's decision.

Upon receipt of a timely appeal, the Human Resources Director shall set the matter for hearing and provide written notice to all parties.

At the time set for the hearing, the City Council, de nova, shall hear and consider the evidence presented by the City Manager, or designee, for the disciplinary action taken. The employee shall be given the right of cross-examination of any witness. The employee shall then be given a reasonable opportunity to present any competent and relevant evidence and be heard, personally or through a representative, employed at such employee's expense. The employer shall then be given a reasonable opportunity of cross-examination of any witness so called.

Proceedings before the City Council need not be conducted in strict conformity with the rules of evidence as applied in a court of law, but all parties shall observe the substance of the rules of evidence, to the end that the matter may be fully heard and determined upon evidentiary matter which reasonable people rely on in the conduct of serious business affairs.

The City Attorney, or other attorney retained by the City, shall provide the City Council with information and advice pertaining to procedure, in connection with hearings held before the City Council.

The hearing shall be held in closed session unless the employee requests otherwise. The City Council, or a party to the proceeding, may provide for the use of a qualified reporter or suitable mechanical recording device for verbatim recordation of the proceeding.

Following the hearing, the City Council shall make findings of fact and affirm, reverse or modify the decision appealed from, provided, however, that the City Council shall not increase the severity of the penalty imposed by the City Manager. The City Council shall give written notice to the employee, the City Manager, Human Resources Director and the Department Head of its determination. Such determination shall be final and conclusive.

In the event the employee and the City Council agree, the Council may delegate the hearing of the appeal to a mutually acceptable Hearing Officer. Unless expressly stated otherwise by City Council action, the decision of the Hearing Officer shall be advisory only, and the City Council, following review of the record, shall retain the right to make a final and conclusive determination on the appeal.

6.3 Appeals for Non-Police Department Employees

A Non-Police Department Employee disciplined under 6.1 shall have the right to appeal the City Manager's decision. The appeal shall be heard by a mutually agreed upon Arbitrator selected from a list provided by the State Mediation and Conciliation Service, in the time and manner hereinafter set forth. All such appeals shall be filed in writing with the Human Resources Director on or before 5:00 p.m. of the fifteenth (15th) calendar day following the giving of notice of the City

Manager's decision. For the purpose of this rule, the date of "giving of notice" shall be either the date of personal service upon the employee, or the date that such notice was placed in the United States Postal Service certified mail. Under exceptional circumstances the Human Resources Director may extend these time limits if done in a written notice. Failure, for any reason, to file an appeal within the time permitted shall be conclusively deemed to be an acceptance of the City Manager's decision.

Upon receipt of a timely appeal, the Human Resources Director shall set the matter for hearing and provide written notice to all parties.

At the time set for the hearing, the Arbitrator, de nova, shall hear and consider the evidence presented by the City Manager, or designee, for the disciplinary action taken. The employee shall be given the right of cross-examination of any witness. The employee shall then be given a reasonable opportunity to present any competent and relevant evidence and be heard, personally or through a representative, employed at such employee's expense. The employer shall then be given a reasonable opportunity of cross-examination of any witness so called.

Proceedings before the Arbitrator need not be conducted in strict conformity with the rules of evidence as applied in a court of law, but all parties shall observe the substance of the rules of evidence, to the end that the matter may be fully heard and determined upon evidentiary matter which reasonable people rely on in the conduct of serious business affairs. The hearings shall be held in closed session, unless the employee requests otherwise.

Following the hearing the Arbitrator shall make findings of fact, affirm, reverse or modify the decision appealed from, provided, however, that the Arbitrator shall not increase the severity of the penalty imposed by the City Manager. The Arbitrator shall give written notice to the employee, the City Manager, the Human Resources Director, and the Department Head of its determination. Such determination shall be final and conclusive.

RULE XIII – LAYOFFS AND RESIGNATIONS

SECTION 1. LAYOFF

The appointing power may lay off an employee in the competitive service because of a material change in duties, organizational structure or shortage of work or funds. Ten (10) working days before the effective date of layoff, the City Manager shall notify the Human Resources Director of the intended action with reasons therefor. The notification shall include the anticipated number and classifications of employees to be laid off. A copy of such notice shall be given to the employee affected. The name of the employee laid off shall be placed on the re-employment list as provided by these rules.

Every effort will be made by the Human Resources Director to retain displaced employees in municipal service. Regular employees so affected shall have first consideration for all vacancies in their classifications occurring in other Departments for which they are qualified. When transfers are not possible, displaced regular employees shall be given first consideration for lower grade positions and temporary work. A displaced regular employee may elect to accept a demotion in his own Department in lieu of a transfer in which case the employee would have layoff rights to his former classification.

SECTION 2. ORDER OF LAYOFF

Layoffs shall be by seniority unless the City Manager, or designee, deems it to be in the best interest of the service to make reductions by classification first and thereby cause separation from the service only in the lower ranks. The services of all temporary, provisional, and probationary employees in the classification affected within the interested Department shall be terminated in that order before any reduction in the regular force. Layoff among regular employees in each classification shall be made in the reverse order of seniority.

SECTION 3. ORDER OF LAYOFF EXCEPTION

Whenever the City Manager believes that the best interests of the service require the retention of employees with special qualifications and fitness for the work, he may request an exception to the order of layoff stated in Section 2. Such request must be in writing, supported by the City Manager's reasons, and submitted to the City Council. The decision of the City Council shall be final.

SECTION 4. RESIGNATION

An employee wishing to leave the competitive service in good standing shall file with the supervising official at least two weeks before leaving the service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the Human Resources

Director with a statement by the City Manager or Department Head as to the resigned employee's service performance and other pertinent information concerning the cause for resignation. Failure to comply with this rule shall be entered on the service record of the employee and may be cause for denying future employment by the City. The resignation of an employee who fails to give notice shall be reported to the Human Resources Director by the Department Head immediately.

RULE XIV – GRIEVANCE, APPEALS AND HEARINGS

SECTION 1. DEFINITION

A grievance is a claimed violation, misinterpretation, inequitable application or non-compliance with existing City codes, rules, regulations, policies, and working conditions (excluding performance evaluations, which are satisfactory or better, and disciplinary actions).

SECTION 2. PROCEDURES

The following policies or procedures shall be adhered to in processing all grievances. (All references herein are to calendar days unless otherwise noted.)

- (a) A grievance shall be discussed with employee's supervisor or Department Head within fourteen (14) calendar days of the alleged incident. Except that Police Management employees who are on a 4/10 work schedule shall file a grievance within 8 working days of the alleged incident. (Eight working days constituting a two-week period under the 4/10 work schedule.)
- (b) No punitive action will be assessed against an employee for utilizing the grievance process.
- (c) The grievant may select a single representative to assist him in processing a grievance.
- (d) In a hearing or meeting with the supervisor, Department Head, or City Manager, called to resolve a grievance, only one employee representative in addition to the grievant may be excused from work with the exception of those called as witnesses when both parties agree they are necessary to determine certain facts.
- (e) The preparation of grievances shall be on the employee's personal time and not during working hours.
- (f) Organizational channels will be utilized at all times.
- (g) No individual Council member may be approached at any time regarding a grievance that is being processed.
- (h) Failure of the grievant to act within the time limits specified in this Rule bars further appeal. Any time limit may be extended only by mutual written agreement of both parties.

SECTION 3. INFORMAL GRIEVANCE PROCEDURE

If an employee believes that a grievance is justified the employee and a representative, if the employee so desires, shall discuss this problem with the employee's immediate supervisor or Department Head within applicable deadline as described in Section 2 (a), who must then give the grievant an answer within ten working days. If, within ten days after receiving an answer, the grievant thinks the problem has not been resolved to the grievant's satisfaction, formal grievance procedures may then be instituted.

SECTION 4. FORMAL GRIEVANCE PROCEDURE

- (a) The grievant shall submit a written statement outlining the grievance and any other pertinent data that may be necessary to arrive at a full understanding. After submission of the grievance statement, the Department Head shall reply within ten days in writing to the grievant regarding the grievance.

- (b) If the grievant is not satisfied with the Department Head's answer, he then has ten days to appeal the answer to the City Manager. The City Manager may be accompanied or otherwise assisted by staff and/or legal counsel. The City Manager shall reply within ten days in writing to the grievant regarding the grievance.
- (c) If the grievance is not resolved to the satisfaction of the grievant, he has ten days in which to request an appeal hearing before the City Council, except that for non-Police Department employees the hearing shall be before an Arbitrator. (In the event the Police Department grievant and the City Council agree, the Council may delegate the hearing of the grievance to a mutually acceptable Hearing Officer. A closed session with the City Council may be granted only where allowed by law.)

SECTION 5. APPEALS

- (a) Fontana Police Officer's Association and Sworn Management Employees

Upon the receipt of a timely request, the Human Resources Director shall set the matter for hearing before the appropriate hearing body, as expeditiously as is possible and shall give the grievant and any other person requesting the same, written notice of the time and place of the hearing.

- (b) Police Benefit Association

Upon the receipt of a timely request, the Human Resources Director shall set the matter for hearing before the appropriate hearing body, as expeditiously as is possible and shall give the grievant and any other person requesting the same, written notice of the time and place of the hearing. Upon mutual agreement, the parties may utilize an individual from the State Mediation and Conciliation Services for an advisory recommendation to the parties and the City Council. However, the City Council's decision in the matter shall be final and binding.

- (c) Management/Confidential Employees, City Hall and Yard Bargaining Units

Upon the receipt of a timely request, the Human Resources Director shall set the matter for hearing before the appropriate hearing body, as expeditiously as is possible and shall give the grievant and any other person requesting the same, written notice of the time and place of the hearing. Upon mutual agreement, the parties may utilize an individual from the State Mediation and Conciliation Services for the appeal of grievances. The parties would further agree that any determination or recommendation made by such individual shall be final and binding. If the parties cannot agree to the use of State Mediation and Conciliation Services, and chose to utilize the services of an "Arbitrator", both parties agree to pay half of the costs involved for such arbitration.

SECTION 6. ACTION OF THE APPROPRIATE HEARING BODY

At the time set for hearing, the appropriate hearing body, de novo, shall hear and consider the evidence presented on behalf of the appointing authority which purportedly justifies the City's position. The employee shall be given a reasonable opportunity to present any competent and relevant evidence and be heard, personally or through a representative.

Proceedings before the appropriate hearing body need not be conducted in strict conformity with the rules of evidence as applied in court of law, but all parties shall observe the substance of the rules of evidence, to the end that the matter may be fully heard and determined upon evidentiary matter which reasonable people rely upon in the conduct of serious business affairs.

The City Attorney or other attorneys retained by the City shall rule on all questions pertaining to procedure, in connection with hearings held before the appropriate hearing body. In all grievance appeal hearings, the burden of proof shall be upon the employee to show that the action which is the basis of such employee's grievance was arbitrary, unreasonable, capricious, or not in accordance with these Rules and other applicable laws.

Following the hearing, the appropriate hearing body shall affirm, reverse, or modify the decision appealed from. (Unless expressly stated otherwise by City Council action, the decision of Hearing Officer regarding a Police Department grievance shall be advisory only, and the City Council shall retain the right to make a final and conclusive determination on the grievance.) The appropriate hearing body shall give written notice to the employee, the City Manager, the Human Resources Director and the Department Head of its determination.

RULE XV – EMPLOYEE CONDUCT

SECTION 1. POLITICAL ACTIVITY

Political activity of municipal employees shall be restricted in accordance with Government Code Sections 3201 et seq., 3302 and other applicable laws.

SECTION 2. SOLICITATION OF CONTRIBUTIONS

No City officer, employee or candidate for City office shall in any way solicit contributions or services for any political purpose, from any City employee or applicant, or appointive official. This Rule shall not prevent an employee from soliciting or receiving political funds or contributions to promote the passage or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, or other working conditions of the employee, except that the City prohibits such activities by its employees during their working hours and prohibits entry into City offices for such purposes during working hours.

SECTION 3. ACCEPTANCE OF GIFTS

Gifts to the City shall be accepted by Council motion. City officials and employees shall not accept any tip, special value, or other consideration because of service rendered as City employees.

SECTION 4. USE OF CITY EQUIPMENT

City vehicles and equipment are to be used for City business only, unless otherwise authorized by the City Manager or his designee(s).

SECTION 5. FINANCIAL AFFAIRS

Employees shall arrange their personal financial affairs so that creditor and collection agencies do not call on City offices in making collections. Except as otherwise provided by law, e.g., Government Code Section 3308, failure of an employee to meet his just obligations shall be grounds for disciplinary action.

SECTION 6. DISCLOSURE OF RELIGIOUS OR POLITICAL AFFILIATIONS

No questions in any text, in any application form, or in any other personnel proceedings, or of any appointing authority, shall be so framed as to attempt to elicit information concerning political or religious opinions or affiliations of an applicant, eligible, or employee. No appointment to or removal from a position in the competitive service shall be affected or influenced in any manner by any political or religious opinion or affiliation.

RULE XVI – TRAINING OF EMPLOYEES

SECTION 1. RESPONSIBILITY FOR TRAINING

Responsibility for developing training programs for employees shall be assumed jointly by the City Council, City Manager and Department Heads. Such training programs may include lecture courses, demonstrations, assignment of reading matter or such other devices as may be available for the purpose of improving the effectiveness and broadening the knowledge of municipal officers and employees in the performance of their respective duties.

SECTION 2. CREDIT FOR TRAINING

Participation in and successful completion of special training courses may be considered in making advancements and promotions. Evidence of such activity shall be filed by the employee with the Human Resources Director.

SECTION 3. AUTHORIZATION FOR TRAINING AND CONFERENCES

Authorization may be granted for employees to attend professional conferences and meetings, or to participate in some form of activity or training in the interest of the City.

Reimbursement of expenses incurred shall be made in accordance with the established financial procedures of the City within limits prescribed by the City Council.

SECTION 4. EDUCATION EXPENSE

The City may reimburse an employee for books and tuition. The amount of tuition reimbursement will be limited to an amount equal to that used in the California State University (CSU) system; except where an equivalent class is unavailable in the CSU system, or in an accredited college system with similar rates, the employee may seek approval for reimbursement at a different rate. In order to keep Departments updated as to the costs associated with tuition this amount will be reviewed annually.

In addition, employees attending college extension programs will be reimbursed at the California State University rate. Thus, employees pursuing Certificate Programs such as Worker's Compensation, Finance, Human Resources, etc. will be eligible for reimbursement. The certificate programs must be job related, and the knowledge and skills learned must also be of benefit to the City.

The following are guidelines used for tuition/book reimbursement.

1. Prior to enrollment, employees must check with Department Heads to ensure that (1) the course will be within the scope of this section; and (2) funds have been budgeted and are available for tuition reimbursement.
2. After receiving funding approval from their Department Head, employees must check with Human Resources, to inquire if the City has a current copy of the required text. If the text is available for loan, then only the tuition costs will be reimbursed.
3. Upon completion of the class, and after receiving a grade of "C" or better, the employee may submit their tuition and book receipts, along with a copy of grades received to their Department for reimbursement.

RULE XVII – PERSONNEL RECORDS

From time to time, the Human Resources Department and other City Departments are requested to provide information regarding employees of the City to outside agencies. While many of these requests may be completely innocent in their nature, such action may be an infringement on the privacy of the employee. Therefore, before any information is released, a signed waiver containing an indemnification and hold harmless clause must be received from the person whose personnel file is being reviewed. If this signed waiver is not received only the dates of employment will be supplied.

The viewing of official personnel files shall be subject to the following conditions:

1. Custody of employee records and information shall be the sole responsibility of the Human Resources Department. Any need for Human Resource information or reporting will be addressed and cleared by Human Resources. In addition, within the Human Resources Department, access to records and computerized systems will have security to assure protection of the data.
2. Employees are allowed access to their own official personnel file. This file must be reviewed in the presence of an employee of Human Resources.
3. In accordance with Labor Code 1198.5(c), all letters of reference that are of a confidential nature and any documents related to the investigation of a criminal offense shall be removed prior to review and copying of the file by the employee or his representative.
4. Employees who belong to a union/association may give written approval for the review and copying of their file to their representative. This representative may then review the employee's file in the presence of an employee of Human Resources.
5. Police Officer Personnel records, as defined in Penal Code Section 832.5, shall not be disclosed to unauthorized persons except in accordance with Evidence Code Section 1043 unless the officer in question voluntarily consents to additional disclosure in writing.

No derogatory information of any kind shall be placed in the employee's personnel file without simultaneous notification of its complete content to the employee concerned with the exception of information outlined in Section 3.

RULE XVIII – EMPLOYEE ORGANIZATION

SECTION 1. GENERAL PROVISION

Recognized employee organizations may submit in writing to the City Manager requested changes in wages, fringe benefits, working conditions and provisions of the Personnel Rules of the City of Fontana. Such requests, including supporting data, shall be submitted no later than March 10th of each year. Proposed changes submitted after the aforementioned date will be considered for the ensuing fiscal year budget. The terms and conditions of this resolution shall not restrict consultation on matters which result from emergency conditions.

1.1 Employee Representation

An employee may join employee organizations in accordance with Government Code.

1.2 Purpose

For the purpose of meeting and conferring on wages, hours and working conditions and general representation of its members, formal recognition is granted in accordance with procedures outlined in Resolution Number 90-273, as amended. In the year prior to the end of an existing MOU, the City will meet and confer in good faith with recognized employee organization's representatives. The parties shall attempt to commence meet and confer sessions not later than April 1st. The Memorandum of Understanding, if any, will be prepared by the Human Resources Director and reviewed by the City Manager or his representatives, and ratified by the recognized employee organization's representatives within 15 days after conclusion of "meet and confer" sessions. The Memorandum of Understanding shall then be presented to the City Council for its approval.

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An employee who reasonably believes that an investigatory interview could lead to discipline is entitled to ask for union representation. An investigatory interview is a meeting with management at which the employee will be questioned or asked to explain his or her conduct, and which could lead to disciplinary action against the employee. The employee must affirmatively request union representation.