CITY OF HIGHLAND
REGULAR MEETING OF THE CITY COUNCIL
AGENDA

REGULAR MEETING

April 13, 2021
6:00 p.m.
City Hall
Donahue Council Chambers
27215 Base Line
Highland, California

CITY COUNCIL MEMBERS

PENNY LILBURN, MAYOR
LARRY McCALLON, MAYOR PRO TEM
JESSE CHAVEZ, COUNCIL MEMBER
ANAELI SOLANO, COUNCIL MEMBER
JOHN P. TIMMER, COUNCIL MEMBER

STAFF

Joseph A. Hughes - City Manager
Chuck Dantuono - Director of Administrative Services/City Treasurer
Betty Hughes - City Clerk
Lawrence Mainez - Community Development Director
Carlos Zamano - Public Works Director/City Engineer
Maricela Marroquin - City Attorney

MISSION STATEMENT

Highland is dedicated to the betterment of the individual, the family, the neighborhood and the community. The City Council and the staff of Highland are dedicated to providing the quality of public facilities and services that its citizens are willing to fund and will do so as efficiently as possible.

Visit the City's Website at: www.cityofhighland.org

CITY OF HIGHLAND • 27215 BASE LINE • HIGHLAND, CALIFORNIA 92346 • (909) 864-6861☎ • (909) 862-3180 🖷

The City of Highland complies with the Americans with Disabilities Act of 1990. If you require special assistance to participate in this meeting, please call the City Clerk's Department at (909) 864-6861, ext. 226, at least 48 hours prior to the meeting.

Pursuant to Government Code Section 54957.5, any disclosable public records related to an open session item on a regular meeting agenda and distributed by the City of Highland to all or a majority of the City Council less than 72 hours prior to that meeting are available for public inspection at City Hall, 27215 Base Line, Highland, CA 92346, during normal business hours.

This meeting is being held in person. Please be advised, facial coverings or masks must be worn in the Council Chambers. If you do not have a facial covering or mask, one will be provided to you. The number of persons permitted in the Council Chambers will be limited to the available seats in order to adhere to social distancing guidelines. Temperature checks will be taken prior to entering the Council Chambers.

If there are no available seats in the Council Chambers, accommodations will be made for members of the public to listen to the meeting outside the Council Chambers. Seating will not be provided outside the Council Chambers.

Submission of Public Comments: To limit the number of persons in the Council Chambers, the public is encouraged to make public comments by email rather than in person. For those wishing to make public comments by email, please submit your comments by email to be read aloud at the meeting by the City Clerk. Email comments must be submitted by 5:00 p.m. on April 13, 2021, to the City Clerk at publiccomment@cityofhighland.org. If you are submitting a public comment pertaining to an item on the April 13, 2021 agenda, please identify the agenda item number in the subject line. All email comments shall be subject to the same rules as would otherwise govern speaker comments at the Council meeting.

Members of the public will be permitted to make public comments in person.

CITY COUNCIL REGULAR MEETING
APRIL 13, 2021 - 6:00 p.m.

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT FROM CLOSED SESSION

SPECIAL PRESENTATIONS

Proclamation
DMV/Donate Life Month

Presentation
Peter Meza – State Department of Insurance

PUBLIC COMMENT (ITEMS NOT ON THE AGENDA)

To address the City Council, please complete a speaker form located at the entrance and give it to the City Clerk prior to the beginning of the meeting. Your name will be called when it is your turn to speak. State Law prohibits the City Council from taking action on any item not on the agenda. Individual speakers are limited to three minutes each.

Comments received via email by April 13, 2021, 5:00 p.m., will be read into the record, provided that the reading shall not exceed three (3) minutes. Email comments submitted by a speaker that also appears in person to address the same matter will not be read into the record.

CITY COUNCIL CONSENT CALENDAR

1. Waive the Reading of All Ordinances
   RECOMMENDATION: Waive the reading of all Ordinances in their entirety and read by title only.

2. Minutes – March 23, 2021 City Council Regular Meeting
   RECOMMENDATION: Approve the Minutes as submitted.

3. Warrant Register
   RECOMMENDATION: Approve Warrant Register No. 721 for April 13, 2021, in the amount of $1,868,191.45 and Payroll of $107,407.26.

4. Claim Consideration – Mercury Insurance/Robert Allspaw
   RECOMMENDATION: George Hills Company recommends Council reject claim.

5. Declare One (1) Seat Vacant on the Historic and Cultural Preservation Board
   RECOMMENDATION: That the City Council:
   1. Declare one (1) seat vacant on the Historic and Cultural Preservation Board; and
   2. Direct the City Clerk to advertise the vacancies on the Historic and Cultural Preservation Board.

6. Easement Acceptance/Villegas (7251 Olive Street)
RECOMMENDATION: That the City Council:
1. Accept Grant of Easement for Road and Drainage purposes from Agustin and Flor Villegas; and
2. Direct the City Clerk to record the Grant of Easement.

CITY COUNCIL PUBLIC HEARING

The order of business for Public Hearings shall be:

1) Mayor opens Public Hearing;
2) Staff presentation;
3) Applicant/Representative presentation;
4) Speakers in favor of proposal;
5) Speakers in opposition to proposal;
6) Applicant rebuttal;
7) Mayor closes Public Hearing;
8) Council discussion, motion and vote.

ONCE THE PUBLIC HEARING IS CLOSED NO FURTHER TESTIMONY IS TAKEN.

No public hearing.

CITY COUNCIL LEGISLATIVE

7. Contract with San Bernardino County for Animal Control Services for FY 2020/2021 (Amendment No. 7)
RECOMMENDATION: That the City Council approve the contract with San Bernardino County for Animal Care and Control Services for FY 2021/22 in the amount of $467,172.00 and authorize the Mayor to sign the contract.

8. Environmental, Design and Right-of-Way Services Proposal with Community Works Design Group for the Natural Parkland Trail Renovation (Project No. tra20001)
RECOMMENDATION: That the City Council:
1. Approve proposal from Community Works Design Group (CWDG) to provide environmental, design and right-of-way services for the Natural Parkland Trail Renovation;
2. Authorize the City Manager to approve amendments up to 10% of the proposal amount; and
3. Approve the following budget adjustments: transfer $127,600 from 030-8495-9225 (Federal Grants-Revenue) to be expended from 030-8495-6816 & transfer $92,250 from 023-2100 (General Capital Financing-Fund Balance) to be expended from 023-3890-6816 (Trails Construction).

9. Proposed Resolution of the City Council Amending the Personnel Rules and Regulations for the City of Highland and Repealing and Superseding all Inconsistent Parts of Prior Resolutions
RECOMMENDATION: The Finance/Personnel Subcommittee recommends that the City Council adopt Resolution No. 2021-_____, a Resolution of the City Council of the City of Highland, California, amending the personnel rules and regulations for the City of Highland and repealing and superseding all inconsistent parts of prior Resolution No. 88-42, Resolution No. 03-032, Resolution No. 2006-002, Resolution No. 2017-027 and Resolution No. 2019-021.

10. Sector E Pavement Rehabilitation Update (Project str20001)
RECOMMENDATION: That the City Council:
    1. Approve the removal of all construction on Greenspot Road from the Sector E Pavement Rehabilitation Project;
    2. Approve the addition of eight (8) new residential street segments located between Streater Avenue and Church Street to the Sector E Pavement Rehabilitation Project;
    3. Approve an amendment from Engineering Resources of California (ERSC) to provide additional engineering services related to removal of Greenspot Road and addition of eight (8) new residential street segments for Sector E Pavement Rehabilitation Project; and
    4. Authorize the City Manager to approve any future contract amendments up to 10% of the new contract amount.

11. City Manager Report and Comments (Work Program, Regional/Legislative/ Development Issues, Subcommittees, etc.)
RECOMMENDATION: Discussion and possible action.

12. Council Member Comments (Agency/Committee/AB 1234 Reports, District Updates, etc.)
RECOMMENDATION: Discussion and possible action.

ANNOUNCEMENTS

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) and/or (d)(3):
One case.

ADJOURN

Regular Meetings
April 27; May 11, 25; June 8, 22; July (no meetings); August 10, 24; September 14, 28; October 12, 26; November 9, 23; December 14, (December 28 - no meeting)

I, Betty Hughes, City Clerk, certify I caused to be posted this Agenda on or before April 8, 2021, by 5:30 p.m., on our website at www.cityofhighland.org and in the following designated areas:

Highland Branch Library 7863 Central Avenue	Fire Station No. 1 26974 Base Line	City Hall 27215 Base Line

Date: April 8, 2021

Betty Hughes

Betty Hughes, MMC
City Clerk

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 13, 2021

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Waive the Reading of All Ordinances

RECOMMENDATION: Waive the reading of all Ordinances in their entirety and read by title only.

Approved _____ Motion _____ Second _____ Agenda Item No. 1

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

City Clerk

City Manager

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 13, 2021

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Minutes – March 23, 2021 Regular Meeting

RECOMMENDATION: Approve the minutes as submitted.

Approved _____	Motion _____	Second _____	Agenda Item No. 2
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

B Hughes
City Clerk

City Manager

MINUTES
CITY COUNCIL REGULAR MEETING
MARCH 23, 2021

CALL TO ORDER

This meeting was conducted as a Videoconference/Zoom meeting in the Donahue Council Chambers, 27215 Base Line, Highland, California. All votes during the meeting were conducted by roll call.

CALL TO ORDER

The regular meeting of the City Council of the City of Highland was called to order at 6:01 p.m. by Mayor Lilburn.

ROLL CALL

Present: Chavez, Lilburn, McCallon, Solano, Timmer
Absent: None

REPORT FROM CLOSED SESSION

None

PUBLIC COMMENT (ITEMS NOT ON THE AGENDA)

None

CITY COUNCIL CONSENT CALENDAR

A MOTION was made by Council Member Timmer, seconded by Council Member Solano, to approve the consent calendar as submitted. Motion carried on a roll call vote, 5-0.

1. Waive the Reading of All Ordinances
   Waived the reading of all Ordinances in their entirety and read by title only.

2. Minutes – March 9, 2021 City Council Regular Meeting
   Approved the Minutes as submitted.

3. Warrant Register
   Approved Warrant Register No. 720 for March 23, 2021, in the amount of $1,239,563.56 and Payroll of $104,815.47.

4. Treasurer's Report for February 2021
   Received and filed Treasurer's Report for February 2021.

5. Bid Award – Bid No. 2021-01, "Tree Trimming and Arborist Service Agreement"
Awarded the contract for Bid No. 2021-01, "Tree Trimming and Arborist Service Agreement" to the responsive low bidder, West Coast Arborists, Inc. (WCA) in the amount of $53,571.00.

6. Review of the City's 2020 General Plan Implementation and Housing Element Annual Reports in Accordance with Government Code Sections 65400 and 65588
Received and filed the 2020 General Plan and Housing Element Annual Reports.

7. Purchase of New Type III, Wildland Fire Engine
Approved moving forward with the order and purchase of a new Type III, Wildland Fire Engine, from Boise Mobile Equipment.

CITY COUNCIL PUBLIC HEARING

No public hearing.

CITY COUNCIL LEGISLATIVE

8. Purchase and Sale Agreement and Joint Escrow Instructions Related to the Sale of Approximately 1.31 Acres of Unimproved Vacant Land Owned by the City Located at the Northwest Corner of 6th Street and Victoria Avenue, also Identified as Assessor's Parcel Number 1192-281-12

Assistant Community Development Director Stater gave a brief review of the staff report.

A MOTION was made by Mayor Pro Tem McCallon, seconded by Council Member Solano, to:

1. Adopt City Council Resolution No. 2021-005 authorizing the Mayor to execute a Purchase and Sale Agreement and Joint Escrow Instructions between the City of Highland and Patriot USICV Victoria, LLC ("Patriot"). Motion carried on a roll call vote, 5-0.

RESOLUTION NO. 2021-005
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BETWEEN THE CITY OF HIGHLAND AND PATRIOT USICV VICTORIA, LLC FOR A 1.31 ACRE VACANT PROPERTY IDENTIFIED AS APN: 1192-281-12

9. Video Surveillance System at Police Station

Director of Administrative Services Dantuono gave a brief review of the staff report.

A MOTION was made by Council Member Timmer, seconded by Council Member Chavez, to:

1. Authorize the expenditures of the $32,174.29 for the additional installation of cameras at the Police Station; and
2. Determine that Leverage Information Systems is a sole source provider for this project. Motion carried, 5-0.

10. Amendment No. 2 to Third Amended and Restated Cooperative Agreement C13027 (C13027-07) between the City and San Bernardino County Transportation Authority (SBCTA) for State Route 210/Base Line Interchange Project

Assistant Public Works Director Bennett gave a brief review of the staff report.

A MOTION was made by Mayor Pro Tem McCallon, seconded by Council Member Solano, to:

1. Approve Amendment No. 2 to Third Amended and Restated Cooperative Agreement C13027 (C13027-07) (Amendment No. 2) subject to review and approval by the City Attorney;
2. Authorize the Mayor to sign Amendment No. 2; and
3. Approve the following Budget Adjustment: Transfer $100,000 from 027-2100 (Grant-Fund Balance) to be expended from 027-8490-6550 (Traffic Improvements). Motion carried, 5-0.

11. City Manager Report and Comments (Work Program, Regional/Legislative/ Development Issues, Subcommittees, etc.)

City Manager Hughes stated he would like to give an update on a few items. First, he would like to give a brief COVID update. Right now, county-wide, there are 289,000 cases, with 7,900 cases in the City of Highland and those are confirmed COVID cases. Testing county-wide is now up to approximately 2.6 million and testing in Highland is at 67,000. Deaths, county-wide, unfortunately, there has been 3,700 and 112 in the City of Highland. Vaccinations, county-wide, first dose is at 366,000 with second doses being a little over 200,000. Hospitalizations are continuing to go down which is great. Right now there are 166 people hospitalized and that is down from a peak of 1,762. In the ICUs there are 39 people, which is down from 363. We are currently in the red tier, however, as of this week we have hit the numbers to be in the orange tier. We must stay in the red tier for three weeks and must also meet some vaccination targets. So, if we meet all of this and we stay down in these numbers, he would expect that sometime in April to be able to enter the orange tier. Vaccination appointments are available for those eligible citizens at www.sbcovid19.com/vaccine and general COVID-19 information can be found at www.sanbernardinocovid.com. The County hotline is still operational at (909) 387-3911. Just to bring you up to date on a couple other projects in the City, we have had an application submitted for two drive-thru type restaurants as well as retail space on the northwest corner of Base Line and the 210. Staff is currently

working with the developer and that project will be coming to the Planning Commission in early summer. The City also received an application for Phase II of a mixed-use project by Smart & Final on Base Line between Church Avenue and Buckeye Street. The applicant, KZ Development Company, is proposing 34 new detached single-family homes between Smart & Final and the existing neighborhood to the north. This is also expected to come before the Planning Commission in the summer. Safe Routes to School, the notice to proceed with construction was issued to DM Contracting on March 11 for two federally funded Safe Routes to School sidewalk projects. This is the same contractor that has completed two previous Safe Routes to School projects for the City and has received resident compliments. The project will include infill paving, construction of curbs, gutters, sidewalks, driveway approaches and curb ramps, as well as, relocation of fences, water meters, and mailboxes on Ninth Street from Cunningham Street to Palm Avenue and McKinley Street from Ninth Street to Base Line. In-pavement lighted crosswalks will also be constructed at the intersection of Church Avenue and Norwood, and Base Line and Valaria Drive. Construction will begin April 5 and will take approximately four months to complete. These Safe Routes to School projects will benefit Lankershim, Cypress and Thompson Elementary Schools. Staff is continuing to work on our next two-year budget. We are expected to have operating expenditures and revenues to the Finance/Personnel Subcommittee by mid-April and capital expenditures to the Finance/Personnel Subcommittee in late April. The City Clerk's office will start issuing passports beginning March 29 by appointment only. We also have two blood drives coming up, one on Monday, March 29 and one on Monday, April 22, both being held at the Highland Police Station. Also, to bring you up to date on some illegal dumping work orders from Burrtec. As of January, there were 203 and as of February there were 192. Stats from the Police Department for the last two weeks, there were 1,688 calls for service, 128 reports were taken, and 66 arrests were made.

12. Council Member Comments (Agency/Committee/AB 1234 Reports, District Updates, etc.)

Mayor Pro Tem McCallon stated as you are aware of, it is time again for San Bernardino and Highland to elect the SCAG representative for District 7. He has submitted his name and one of the Council Members in San Bernardino has submitted their name. An election will be held on Monday at 6pm. Everyone should have received the email providing the link to be able to participate and he would hope that all of you could attend and vote for him.

ANNOUNCEMENTS

City Manager Hughes stated the April 13 City Council Meeting will be held in the Council Chambers at City Hall.

CLOSED SESSION

None

ADJOURN

There being no further business, Mayor Lilburn adjourned the meeting at 6:25 p.m.

Submitted By:

Betty Hughes, MMC
City Clerk

Approved By:

Penny Lilburn
Mayor

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 13, 2021

FROM: Joseph A. Hughes, City Manager

REVIEWED BY: Chuck Dantuono, Director of Administrative Services/City Treasurer

PREPARED BY: Leticia Nava-Cruz, Senior Accountant

SUBJECT: Warrant Register #721

RECOMMENDATION: City Council to approve Warrant Register #721; Warrants in the amount of $1,868,191.45 and Payroll in the amount of $107,407.26.

FISCAL IMPACT: The total of Cash and Expenditures is $1,975,598.71.

PUBLIC NOTICE: The agenda for this item was posted at the three required locations.

BACKGROUND: See Printouts Attached.

Approved _____	Motion _____	Second _____	Agenda Item No. 3
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
City Clerk		City Manager	

CITY OF HIGHLAND

WARRANT REGISTER #721

April 13, 2021

Warrants:

3/23/2021	Ck#82595-82630	125,402.63
3/26/2021	Payroll Wire #559-562 & Ck #82631-82632	58,605.51
3/30/2021	Ck#82633-82660	157,166.37
4/6/2021	Ck#82661-82720 & Wires 1001819942-1001819944	1,527,016.94
	Total Warrants	$ 1,868,191.45

Payroll:

3/26/2021	Direct Deposits #10559-10599	106,851.61
3/26/2021	Ck #625-626	555.65
	Total Payroll	$ 107,407.26
	Total Warrants & Payroll	**$ 1,975,598.71**

APPROVED BY:

Larry McCallon
Finance Subcommittee

Joseph A. Hughes
City Manager

John Timmer
Finance Subcommittee

Chuck Dantuono
Director of Administrative
Services/City Treasurer

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82595	3/23/2021	000030 SAN BERNARDINO COUNTY SHERIFFS	VEHICLE MAINTENANCE 10/2020-12/2020		
			VEHICLE MAINTENANCE 10/2020-12/2020		
			001.2000.4240		27,420.72
			CELL PHONES 10/2020-12/2020		
			CELL PHONES 10/2020-12/2020		
			001.2000.4061		549.52
			TRANSCIPTIONS 10/2020-12/2020		
			TRANSCIPTIONS 10/2020-12/2020		
			001.2000.4560		4,492.49
			O/T & ON-CALL 10/2020-12/2020		
			O/T & ON-CALL 10/2020-12/2020		
			001.2000.4560		51,686.60
			ADD'L O/T 10/2020-12/2020		
			ADD'L O/T 10/2020-12/2020		
			001.2000.4560		9,809.76
			PERSONNEL CREDITS 10/2020-12/2020		
			PERSONNEL CREDITS 10/2020-12/2020		
			001.2000.4560		-67,418.40
				Total :	**26,540.69**
82596	3/23/2021	000043 BALLARD PLUMBING HEATING & AIR	STATION #1 PLUMBING REPAIR		
			STATION #1 PLUMBING REPAIR		
			028.2050.4070		142.50
			STATION #1 PLUMBING REPAIR		
			029.2100.4589		142.50
				Total :	**285.00**
82597	3/23/2021	000047 BEST COMPUTER	PD: VIDEO SURVEILLANCE COMPUTERS		
			PD: VIDEO SURVEILLANCE COMPUTERS		
			001.2000.4203		8,596.80
				Total :	**8,596.80**
82598	3/23/2021	000068 CITY CLERK'S ASSOCIATION OF CA	ANNUAL MEMBERSHIP-HUGHES		
			ANNUAL MEMBERSHIP-HUGHES		
			001.1200.4310		170.00
				Total :	**170.00**

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82599	3/23/2021	000085 EAST VALLEY WATER DISTRICT	SEELEY PARK-MAR SEELEY PARK-MAR 016.8540.4030 LMD #76-MAR LMD #76-MAR	146.45
			012.8500.4030 LMD 11-MAR LMD 11-MAR	68.77
			012.8500.4030 LMD 16-MAR LMD 16-MAR	195.96
			012.8500.4030 LMD 17 A-MAR LMD 17 A-MAR	51.66
			012.8500.4030 LMD 17 B-FEB LMD 17 B-FEB	98.98
			012.8500.4030 LMD 17 C-MAR LMD 17 C-MAR	433.46
			012.8500.4030 LMD 17 D-MAR LMD 17 D-MAR	129.21
			012.8500.4030 LMD 25-MAR LMD 25-MAR	54.76
			012.8500.4030 LMD 43-MAR LMD 43-MAR	135.67
			012.8500.4030 LMD 47-MAR LMD 47-MAR	67.81
			012.8500.4030 LMD 55-MAR LMD 55-MAR	80.79
			012.8500.4030 LMD 21 B-MAR LMD 21 B-MAR	378.92

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82599	3/23/2021	000085 EAST VALLEY WATER DISTRICT	(Continued)		
			012.8500.4030		182.00
				Total :	**2,024.44**
82600	3/23/2021	000108 HIGH TECH SECURITY	FIRE SYSTEMS-MAR		
			LIBRARY FIRE ALARM SERVICE-MAR		
			001.6000.4070		80.00
				Total :	**80.00**
82601	3/23/2021	000127 K & L HARDWARE	CORP YARD SUPPLIES		
			CORP YARD SUPPLIES		
			004.8310.4206		20.66
			POLICE SUPPLIES		
			POLICE SUPPLIES		
			001.2000.4070		26.93
			POLICE SUPPLIES		
			POLICE SUPPLIES		
			001.2000.4070		2.16
			CORP YARD SUPPLIES		
			CORP YARD SUPPLIES		
			004.8310.4206		8.87
			CORP YARD SUPPLIES		
			CORP YARD SUPPLIES		
			004.8310.4206		16.56
			GRAFFITI SUPPLIES		
			GRAFFITI SUPPLIES		
			001.6010.4206		9.78
				Total :	**84.96**
82602	3/23/2021	000203 SOUTHERN CALIFORNIA EDISON	LS#1-FEB		
			LS#1-FEB		
			013.8510.4011		8,699.89
			LS 2 B CITY WIDE STREET LIGHTS-FEB		
			LS 2 B CITY WIDE STREET LIGHTS-FEB		
			013.8510.4011		25,173.70
			LMD#76-MAR		
			LMD#76-MAR		
			012.8500.4010		15.85

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82602	3/23/2021	000203 SOUTHERN CALIFORNIA EDISON	(Continued)		
			LS#3-MAR		
			LS#3-MAR		
			013.8510.4011		69.25
			TRAFFIC SIG PALM/CYPRESS-MAR		
			TRAFFIC SIG PALM/CYPRESS-MAR		
			013.8510.4011		31.13
				Total :	**33,989.82**
82603	3/23/2021	000203 SOUTHERN CALIFORNIA EDISON	EVC INSTALLATION CHARGE		
			EVC INSTALLATION CHARGE		
			042.9510.4012		4,232.65
				Total :	**4,232.65**
82604	3/23/2021	000207 KONICA MINOLTA	COPIER LEASE-APR		
			COPIER LEASE-APR		
			042.9510.4205		1,054.54
			COPIER LEASE-APR		
			001.2000.4205		625.29
				Total :	**1,679.83**
82605	3/23/2021	000211 STRADLING YOCCA CARLSON RAUTH	GENERAL-FEB		
			GENERAL-FEB		
			070.7000.4520		494.40
				Total :	**494.40**
82606	3/23/2021	000662 HI WAY SAFETY INC	STR11006 CON RDA04		
			STR11006 CON RDA04		
			010.3830.4198		1,086.38
			STR11005 CON RDA04		
			STR11005 CON RDA04		
			010.3830.4198		1,086.38
			CORP YARD SUPPLIES		
			CORP YARD SUPPLIES		
			004.8310.4206		118.16
			PD: TRAFFIC CONES		
			PD: TRAFFIC CONES		
			001.2000.4250		310.54

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82606	3/23/2021	000662 000662 HI WAY SAFETY INC	(Continued)	Total :	2,601.46
82607	3/23/2021	001072 AUTO ZONE	VEH#126 MAINTENANCE		
			VEH#126 MAINTENANCE		
			004.8310.4240		49.86
			VEH#126 MAINTENANCE CREDIT INV		
			VEH#126 MAINTENANCE CREDIT INV		
			004.8310.4240		-12.74
			VEH#116 MAINTENANCE		
			VEH#116 MAINTENANCE		
			004.8310.4240		11.55
			VEH#126 MAINTENANCE		
			VEH#126 MAINTENANCE		
			004.8310.4240		12.08
			CORP YARD SUPPLIES		
			CORP YARD SUPPLIES		
			004.8310.4206		15.01
				Total :	75.76
82608	3/23/2021	001439 OFFICE SOLUTIONS	OFFICE SUPPLIES		
			OFFICE SUPPLIES		
			001.1700.4200		35.90
			OFFICE SUPPLIES		
			001.1450.4200		35.90
			RECYCLE & COLORED COPY PAPER		
			RECYCLE & COLORED COPY PAPER		
			042.9510.4200		441.06
				Total :	512.86
82609	3/23/2021	001527 SHRED-IT, C/O STERICYLCE INC.	SHREDDING SERVICES		
			SHREDDING SERVICES		
			001.1200.4626		89.34
				Total :	89.34
82610	3/23/2021	001618 INNOVATIVE FEDERAL STRATEGIES	PROFESSIONAL SERVICES-FEB		
			PROFESSIONAL SERVICES-FEB		
			023.3890.4554		3,000.00
				Total :	3,000.00

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82611	3/23/2021	001645 CALIFORNIA HAZARDOUS SERVICES	ANNUAL VAPOR RECOVERY SYSTEM TEST		
			ANNUAL VAPOR RECOVERY SYSTEM TEST		
			001.2000.4221		1,746.14
				Total :	**1,746.14**
82612	3/23/2021	001677 YMCA OF THE EAST VALLEY	CDBG MONTHLY REIMB-FEB		
			CDBG MONTHLY REIMB-FEB		
			006.8400.4348		237.98
				Total :	**237.98**
82613	3/23/2021	001764 DEPENDABLE COFFEE & WATER SVC.	WATER FILTER REPLACEMENT		
			WATER FILTER REPLACEMENT		
			004.8310.4070		107.21
				Total :	**107.21**
82614	3/23/2021	003360 DIRECTV	POLICE SATELLITE CABLE-MAR		
			POLICE SATELLITE CABLE-MAR		
			001.2000.4065		78.00
				Total :	**78.00**
82615	3/23/2021	003673 JOHNSON CONTROLS, INC	YMCA HVAC MAINTENANCE AGREEMENT		
			YMCA HVAC MAINTENANCE AGREEMENT		
			001.6000.4588		7,630.00
				Total :	**7,630.00**
82616	3/23/2021	004241 BLICHARSKI, TONY	UNIFORM REIMB-BLICHARSKI		
			UNIFORM REIMB-BLICHARSKI		
			001.2000.4561		231.83
				Total :	**231.83**
82617	3/23/2021	004416 SIEMENS MOBILITY, INC.	TRAFFIC SIGNAL MAINTENANCE-FEB		
			TRAFFIC SIGNAL MAINTENANCE-FEB		
			004.8310.4580		3,283.64
			STREETLIGHT MAINTENANCE-FEB		
			STREETLIGHT MAINTENANCE-FEB		
			013.8510.4664		2,528.50
			TRAFFIC SIGNAL RESPONSE CALL OUTS-FEB		
			TRAFFIC SIGNAL RESPONSE CALL OUTS-FEB		
			004.8310.4580		7,408.45

Bank code : wfb

Voucher	Date	Vendor		Description/Account		Amount
82617	3/23/2021	004416	004416 SIEMENS MOBILITY, INC.	(Continued)	Total :	13,220.59
82618	3/23/2021	004970	NCE	STR19003 DE GCF-JAN		
				STR19003 DE GCF-JAN		
				023.3890.6530		2,080.00
				STR19003 DE GCF-FEB		
				STR19003 DE GCF-FEB		
				023.3890.6530		7,800.00
					Total :	9,880.00
82619	3/23/2021	004972	ATV INC	VEH#119 TIRE REPLACEMENT		
				VEH#119 TIRE REPLACEMENT		
				004.8310.4245		184.20
				VEH#129: TIRES		
				VEH#129: TIRES		
				004.8310.4240		729.95
				2017 BIG TEX DUMP TRAILER TIRES		
				2017 BIG TEX DUMP TRAILER TIRES		
				004.8310.4240		523.87
				VEH#127 REPAIR		
				VEH#127 REPAIR		
				042.9510.4240		135.82
				VEH#127: TIRE & ALIGNMENT		
				VEH#127: TIRE & ALIGNMENT		
				001.4500.4240		897.62
					Total :	2,471.46
82620	3/23/2021	005121	NTS MIKEDON, LLC	PERMA PATCH		
				PERMA PATCH		
				004.8310.4206		1,023.63
					Total :	1,023.63
82621	3/23/2021	005285	LA VERNE POWER EQUIPMENT INC	CORP YARD SUPPLIES		
				CORP YARD SUPPLIES		
				004.8310.4206		126.88
					Total :	126.88
82622	3/23/2021	005313	COUNTY OF SAN BERNARDINO	PHYSICAL-KASNER		
				PHYSICAL-KASNER		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82622	3/23/2021	005313 COUNTY OF SAN BERNARDINO	(Continued)		
			001.1600.4235		303.45
				Total :	**303.45**
82623	3/23/2021	005339 ZAP MANUFACTURING, INC.	OVERHEAD STREET SIGN BRAKET SET		
			OVERHEAD STREET SIGN BRAKET SET		
			004.8310.4206		1,778.61
				Total :	**1,778.61**
82624	3/23/2021	005394 DATA TICKET, INC.	PARKING CITATIONS-FEB		
			PARKING CITATIONS-FEB		
			001.1700.4516		33.54
				Total :	**33.54**
82625	3/23/2021	005553 CLARK PEST CONTROL OF STOCKTON	PEST CONTROL		
			FS#2 PEST CONTROL		
			028.2050.4589		23.00
			FS#2 PEST CONTROL		
			029.2100.4589		23.00
			PEST CONTROL		
			ATHLETIC CENTER/YMCA PEST CONTROL		
			001.6000.4589		89.00
			PEST CONTROL		
			CITY HALL PEST CONTROL		
			042.9510.4589		60.00
				Total :	**195.00**
82626	3/23/2021	005558 GENERAL DOOR	FS#2: REPAIR WORK ON DOOR# 5		
			FS#2: REPAIR WORK ON DOOR# 5		
			029.2100.4224		128.14
			FS#2: REPAIR WORK ON DOOR# 5		
			028.2050.4224		128.11
				Total :	**256.25**
82627	3/23/2021	005601 MIGUEL'S NURSERY	G/S & WEBSTER: MEDIAN REPAIRS TO LMD 48		
			G/S & WEBSTER: MEDIAN REPAIRS TO LMD 48		
			012.8500.4206		484.88
				Total :	**484.88**

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82628	3/23/2021	005739 GORITZ, CAMILLE	MILEAGE REIMB-GORITZ		
			MILEAGE REIMB-GORITZ		
			001.4100.4332		8.96
				Total :	**8.96**
82629	3/23/2021	005771 AMAZON CAPITAL SERVICES	AMPROBE SC-3500 SIGNAL CLAMP		
			AMPROBE SC-3500 SIGNAL CLAMP		
			004.8310.4203		603.39
			OFFICE SUPPLIES		
			OFFICE SUPPLIES		
			001.1200.4200		44.14
			OFFICE SUPPLIES		
			OFFICE SUPPLIES		
			001.1700.4200		47.71
			PLN: 2021 CALENDAR CREDIT INV		
			PLN: 2021 CALENDAR CREDIT INV		
			001.4100.4200		-15.03
				Total :	**680.21**
82630	3/23/2021	005879 PDQ.COM CORPORATION	PDQ DEPLOY ENTERPRISE LICENSE		
			PDQ DEPLOY ENTERPRISE LICENSE		
			042.9510.4208		450.00
				Total :	**450.00**
36	**Vouchers for bank code :**	wfb		**Bank total :**	**125,402.63**
36	**Vouchers in this report**			**Total vouchers :**	**125,402.63**

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
559	3/26/2021	000003 ICMA RETIREMENT TRUST-457	ICMA DEFERRED COMP 457: PAYMENT	
			ICMA DEFERRED COMP 457: Payment 001.1170	7,431.76
			ICMA DEFERRED COMP 457: Payment 004.1170	937.14
			ICMA DEFERRED COMP 457: Payment 010.1170	800.00
			ICMA DEFERRED COMP 457: Payment 012.1170	12.50
			ICMA DEFERRED COMP 457: Payment 016.1170	12.50
			ICMA DEFERRED COMP 457: Payment 041.1170	311.34
			ICMA DEFERRED COMP 457: Payment 070.1170	237.02
			Total :	**9,742.26**
560	3/26/2021	000004 PUBLIC EMPLOYEE RETIREMENT SYS	EPMC: PAYMENT	
			EPMC: Payment 001.1145	598.14
			EPMC: Payment 004.1145	94.40
			EPMC: Payment 006.1145	19.57
			EPMC: Payment 010.1145	23.75
			EPMC: Payment 012.1145	2.34
			EPMC: Payment 016.1145	2.34
			EPMC: Payment 023.1145	6.55
			EPMC: Payment 024.1145	0.56
			EPMC: Payment 041.1145	31.22

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
560	3/26/2021	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			EPMC: Payment	
			042.1145	11.39
			EPMC: Payment	
			070.1145	51.37
			PERS: Payment	
			001.1145	14,354.73
			PERS: Payment	
			004.1145	2,326.32
			PERS: Payment	
			006.1145	672.78
			PERS: Payment	
			010.1145	832.31
			PERS: Payment	
			012.1145	171.40
			PERS: Payment	
			016.1145	171.39
			PERS: Payment	
			023.1145	93.53
			PERS: Payment	
			024.1145	18.78
			PERS: Payment	
			041.1145	445.95
			PERS: Payment	
			042.1145	311.51
			PERS: Payment	
			070.1145	734.12
			PERS SURVIVOR: Payment	
			001.1145	25.74
			PERS SURVIVOR: Payment	
			004.1145	4.07
			PERS SURVIVOR: Payment	
			006.1145	1.30
			PERS SURVIVOR: Payment	
			010.1145	1.07
			PERS SURVIVOR: Payment	
			012.1145	0.56

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
560	3/26/2021	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)		
			PERS SURVIVOR: Payment		
			016.1145		0.56
			PERS SURVIVOR: Payment		
			023.1145		0.24
			PERS SURVIVOR: Payment		
			024.1145		0.04
			PERS SURVIVOR: Payment		
			041.1145		0.32
			PERS SURVIVOR: Payment		
			042.1145		0.78
			PERS SURVIVOR: Payment		
			070.1145		0.66
				Total :	21,009.79
561	3/26/2021	000119 INTERNAL REVENUE SERVICE	FEDERAL TAXES: PAYMENT		
			FEDERAL TAXES: Payment		
			001.1120		11,764.25
			FEDERAL TAXES: Payment		
			004.1120		1,739.39
			FEDERAL TAXES: Payment		
			006.1120		569.26
			FEDERAL TAXES: Payment		
			010.1120		555.70
			FEDERAL TAXES: Payment		
			012.1120		64.13
			FEDERAL TAXES: Payment		
			016.1120		64.13
			FEDERAL TAXES: Payment		
			023.1120		55.27
			FEDERAL TAXES: Payment		
			024.1120		14.81
			FEDERAL TAXES: Payment		
			041.1120		481.91
			FEDERAL TAXES: Payment		
			042.1120		193.80
			FEDERAL TAXES: Payment		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
561	3/26/2021	000119 INTERNAL REVENUE SERVICE	(Continued)	
			070.1120 SOCIAL SECURITY: Payment	569.80
			001.1140 MEDICARE: Payment	594.32
			001.1140 MEDICARE: Payment	3,063.96
			004.1140 MEDICARE: Payment	486.58
			006.1140 MEDICARE: Payment	141.00
			010.1140 MEDICARE: Payment	170.34
			012.1140 MEDICARE: Payment	40.64
			016.1140 MEDICARE: Payment	40.66
			023.1140 MEDICARE: Payment	18.88
			024.1140 MEDICARE: Payment	4.40
			041.1140 MEDICARE: Payment	83.30
			042.1140 MEDICARE: Payment	73.28
			070.1140	127.74
			Total :	**20,917.55**
562	3/26/2021	000001 CALIF STATE EMPLOYMENT	STATE TAXES: PAYMENT STATE TAXES: Payment	
			001.1130 STATE TAXES: Payment	4,574.43
			004.1130 STATE TAXES: Payment	737.20
			006.1130 STATE TAXES: Payment	217.25
			010.1130	274.94

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
562	3/26/2021	000001 CALIF STATE EMPLOYMENT	(Continued)		
			STATE TAXES: Payment		
			012.1130		23.49
			STATE TAXES: Payment		
			016.1130		23.49
			STATE TAXES: Payment		
			023.1130		14.53
			STATE TAXES: Payment		
			024.1130		5.07
			STATE TAXES: Payment		
			041.1130		197.46
			STATE TAXES: Payment		
			042.1130		74.93
			STATE TAXES: Payment		
			070.1130		250.81
				Total :	6,393.60
82631	3/26/2021	000433 ARROWHEAD UNITED WAY	ARROWHEAD UNITED WAY: PAYMENT		
			ARROWHEAD UNITED WAY: Payment		
			001.1180		11.25
			ARROWHEAD UNITED WAY: Payment		
			004.1180		0.76
			ARROWHEAD UNITED WAY: Payment		
			041.1180		2.25
			ARROWHEAD UNITED WAY: Payment		
			070.1180		0.74
				Total :	15.00
82632	3/26/2021	003804 AFLAC WWHQ	AFLAC ACCIDENT INSURANCE: PAYMENT		
			AFLAC SPECIFIED HEALTH INS: Payment		
			012.1181		1.49
			AFLAC SPECIFIED HEALTH INS: Payment		
			016.1181		1.49
			AFLAC ACCIDENT INSURANCE: Payment		
			001.1181		109.94
			AFLAC ACCIDENT INSURANCE: Payment		
			004.1181		12.81
			AFLAC ACCIDENT INSURANCE: Payment		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82632	3/26/2021	003804 AFLAC WWHQ	(Continued)	
			012.1181 AFLAC ACCIDENT INSURANCE: Payment	3.57
			016.1181 AFLAC ACCIDENT INSURANCE: Payment	3.56
			023.1181 AFLAC ACCIDENT INSURANCE: Payment	5.81
			024.1181 AFLAC CANCER INSURANCE: Payment	0.27
			001.1181 AFLAC DISABILITY INSURANCE: Payment	18.63
			001.1181 AFLAC DISABILITY INSURANCE: Payment	211.32
			004.1181 AFLAC DISABILITY INSURANCE: Payment	24.69
			012.1181 AFLAC DISABILITY INSURANCE: Payment	6.30
			016.1181 AFLAC DISABILITY INSURANCE: Payment	6.30
			024.1181 AFLAC HOSPITAL INSURANCE: Payment	0.51
			001.1181 AFLAC HOSPITAL INSURANCE: Payment	73.59
			012.1181 AFLAC HOSPITAL INSURANCE: Payment	6.70
			016.1181 AFLAC DENTAL: Payment	6.71
			001.1181 AFLAC DENTAL: Payment	27.89
			004.1181 AFLAC DENTAL: Payment	0.55
			041.1181 AFLAC DENTAL: Payment	1.67
			070.1181 AFLAC SPECIFIED HEALTH INS: Payment	0.55
			001.1181	2.96
			Total :	**527.31**

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
6 Vouchers for bank code : wfb			Bank total :	58,605.51
6 Vouchers in this report			Total vouchers :	58,605.51

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82634	3/30/2021	000085 EAST VALLEY WATER DISTRICT	CITY HALL-MAR CITY HALL-MAR 042.9510.4030 LMD 00 BASELINE-MAR LMD 00 BASELINE-MAR	192.46
			012.8500.4030 CITY HALL-MAR CITY HALL-MAR	110.18
			042.9510.4030 LMD 01 A-MAR LMD 01 A-MAR	30.42
			012.8500.4030 POLICE STATION-MAR POLICE STATION-MAR	59.98
			001.2000.4030 LMD 01 B-MAR LMD 01 B-MAR	875.92
			012.8500.4030 POLICE STATION-MAR POLICE STATION-MAR	37.70
			001.2000.4030 LMD 02 A-MAR LMD 02 A-MAR	52.70
			012.8500.4030 POLICE STATION-MAR POLICE STATION-MAR	67.74
			001.2000.4030 LMD 02 B-MAR LMD 02 B-MAR	52.70
			012.8500.4030 POLICE STATION-MAR POLICE STATION-MAR	217.66
			001.2000.4030 LMD 02 C-MAR LMD 02 C-MAR	176.49
			012.8500.4030 STATION #1-MAR	156.74

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82634	3/30/2021	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			STATION #1-MAR	
			029.2100.4030	70.88
			STATION #1-MAR	
			028.2050.4030	70.87
			LMD 02 D-MAR	
			LMD 02 D-MAR	
			012.8500.4030	117.18
			STATION #2-MAR	
			STATION #2-MAR	
			029.2100.4030	62.99
			STATION #2-MAR	
			028.2050.4030	62.98
			LMD 02 E-MAR	
			LMD 02 E-MAR	
			012.8500.4030	72.81
			STATION #2-MAR	
			STATION #2-MAR	
			029.2100.4030	17.57
			STATION #2-MAR	
			028.2050.4030	17.57
			LMD 03 BASELINE-MAR	
			LMD 03 BASELINE-MAR	
			012.8500.4030	115.20
			STATION #3-MAR	
			STATION #3-MAR	
			029.2100.4030	79.30
			STATION #3-MAR	
			028.2050.4030	79.29
			LMD 03 YARNELL-MAR	
			LMD 03 YARNELL-MAR	
			012.8500.4030	42.32
			STATION #3-MAR	
			STATION #3-MAR	
			029.2100.4030	26.35
			STATION #3-MAR	
			028.2050.4030	26.35
			LMD 06-MAR	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82634	3/30/2021	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			LMD 06-MAR	
			012.8500.4030	41.71
			STATION #3-MAR	
			STATION #3-MAR	
			029.2100.4030	29.99
			STATION #3-MAR	
			028.2050.4030	29.99
			LMD 08-MAR	
			LMD 08-MAR	
			012.8500.4030	145.89
			AURANTIA PARK-MAR	
			AURANTIA PARK-MAR	
			001.6000.4030	569.49
			LMD 13-MAR	
			LMD 13-MAR	
			012.8500.4030	198.50
			BASELINE MEDIAN-MAR	
			BASELINE MEDIAN-MAR	
			004.8310.4030	143.70
			LMD 20 BASELINE-MAR	
			LMD 20 BASELINE-MAR	
			012.8500.4030	78.25
			BASELINE MEDIAN-MAR	
			BASELINE MEDIAN-MAR	
			004.8310.4030	160.94
			LMD 20 STREATER-MAR	
			LMD 20 STREATER-MAR	
			012.8500.4030	52.76
			LMD 04-MAR	
			LMD 04-MAR	
			012.8500.4030	52.15
			LMD 22-MAR	
			LMD 22-MAR	
			012.8500.4030	90.26
			LMD 07-MAR	
			LMD 07-MAR	
			012.8500.4030	84.91

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82634	3/30/2021	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			LMD 30-MAR	
			LMD 30-MAR	
			012.8500.4030	243.24
			LMD 15 A-MAR	
			LMD 15 A-MAR	
			012.8500.4030	86.08
			LMD 31-MAR	
			LMD 31-MAR	
			012.8500.4030	104.96
			LMD 15 B-MAR	
			LMD 15 B-MAR	
			012.8500.4030	156.33
			LMD 35-MAR	
			LMD 35-MAR	
			012.8500.4030	54.76
			LMD 21 A-MAR	
			LMD 21 A-MAR	
			012.8500.4030	61.55
			LMD B 39-MAR	
			LMD B 39-MAR	
			012.8500.4030	537.80
			LMD 29-MAR	
			LMD 29-MAR	
			012.8500.4030	60.59
			LMD B 39-MAR	
			LMD B 39-MAR	
			012.8500.4030	356.39
			LMD 37-MAR	
			LMD 37-MAR	
			012.8500.4030	173.37
			LMD B 39-MAR	
			LMD B 39-MAR	
			012.8500.4030	186.75
			LMD 44-MAR	
			LMD 44-MAR	
			012.8500.4030	949.28
			LMD 48-MAR	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82634	3/30/2021	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			LMD 48-MAR	
			012.8500.4030	512.43
			LMD 73-MAR	
			LMD 73-MAR	
			012.8500.4030	56.82
			LMD 48 B-MAR	
			LMD 48 B-MAR	
			012.8500.4030	294.54
			CANYON OAKS PARK-MAR	
			CANYON OAKS PARK-MAR	
			016.8540.4030	289.44
			LMD 70-MAR	
			LMD 70-MAR	
			012.8500.4030	286.96
			BEATTIE IRRIGATION-MAR	
			BEATTIE IRRIGATION-MAR	
			001.6000.4030	228.30
			Total :	**9,210.48**
82635	3/30/2021	000127 K & L HARDWARE	STATION #3 SUPPLIES	
			STATION #3 SUPPLIES	
			028.2050.4070	35.72
			STATION #3 SUPPLIES	
			029.2100.4070	35.72
			STATION #3 SUPPLIES	
			STATION #3 SUPPLIES	
			028.2050.4070	7.03
			STATION #3 SUPPLIES	
			029.2100.4070	7.02
			Total :	**85.49**
82636	3/30/2021	000143 COMMUNITY WORKS DESIGN GROUP	PLAN CHECK-FEB	
			PLAN CHECK-FEB	
			001.4100.4547	310.00
			SPR0601A-FEB	
			SPR0601A-FEB	
			001.4100.4547	620.00

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82636	3/30/2021	000143 COMMUNITY WORKS DESIGN GROUP	(Continued)		
			CUP19001-FEB		
			CUP19001-FEB		
			001.4100.4547		620.00
			DRA21002-FEB		
			DRA21002-FEB		
			001.4100.4547		310.00
				Total :	**1,860.00**
82637	3/30/2021	000165 AT&T	POLICE ALARM-MAR		
			POLICE ALARM-MAR		
			001.2000.4060		957.08
				Total :	**957.08**
82638	3/30/2021	000165 AT&T	CITY HALL-MAR		
			CITY HALL-MAR		
			042.9510.4060		461.03
				Total :	**461.03**
82639	3/30/2021	000165 AT&T	BASELINE LITTLE LEAGUE-MAR		
			BASELINE LITTLE LEAGUE-MAR		
			001.6000.4060		461.03
				Total :	**461.03**
82640	3/30/2021	000203 SOUTHERN CALIFORNIA EDISON	TRAFFIC SIG PALM/CYPRESS-MAR		
			TRAFFIC SIG PALM/CYPRESS-MAR		
			004.8310.4580		46.92
			SMART N FINAL SCE FEES-MAR		
			SMART N FINAL SCE FEES-MAR		
			013.8510.4011		21.95
			CITY HALL-MAR		
			CITY HALL-MAR		
			042.9510.4010		461.93
			POLICE STATION-MAR		
			POLICE STATION-MAR		
			001.2000.4010		3,029.77
			STATION #3-MAR		
			STATION #3-MAR		
			028.2050.4010		370.81

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82640	3/30/2021	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			STATION #3-MAR	
			029.2100.4010	370.81
			CORP YARD-MAR	
			CORP YARD-MAR	
			004.8310.4010	649.72
			LIBRARY/ELC-MAR	
			LIBRARY/ELC-MAR	
			001.6000.4010	2,226.30
			LS#2-MAR	
			LS#2-MAR	
			013.8510.4011	952.55
			LS2 B-MAR	
			LS2 B-MAR	
			013.8510.4011	16.22
			LS#3-MAR	
			LS#3-MAR	
			013.8510.4011	14.16
			BASELINE MEDIAN-MAR	
			BASELINE MEDIAN-MAR	
			004.8310.4010	11.90
			BASELINE MEDIAN-MAR	
			BASELINE MEDIAN-MAR	
			004.8310.4010	10.97
			EVC STATIONS-MAR	
			EVC STATIONS-MAR	
			042.9510.4012	201.87
			Total :	**8,385.88**
82641	3/30/2021	000204 SOCALGAS	STATION #1-MAR	
			STATION #1-MAR	
			029.2100.4020	39.61
			STATION #1-MAR	
			028.2050.4020	39.61
			STATION #2-MAR	
			STATION #2-MAR	
			029.2100.4020	104.54
			STATION #2-MAR	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82641	3/30/2021	000204 SOCALGAS	(Continued)	
			028.2050.4020 STATION #3-MAR STATION #3-MAR	104.53
			029.2100.4020 STATION #3-MAR	119.04
			028.2050.4020 POLICE-MAR POLICE-MAR	119.03
			001.2000.4020 CITY HALL-MAR CITY HALL-MAR	1,694.11
			042.9510.4020	372.21
			Total :	**2,592.68**
82642	3/30/2021	000207 KONICA MINOLTA	COPIER MAINT-MAR COPIER MAINT-MAR	
			042.9510.4205 COPIER MAINT-MAR	365.22
			001.2000.4205	3.60
			Total :	**368.82**
82643	3/30/2021	000207 KONICA MINOLTA	COPIER MAINT-MAR COPIER MAINT-MAR	
			042.9510.4205 COPIER MAINT-MAR	230.70
			001.2000.4205	4.68
			Total :	**235.38**
82644	3/30/2021	000237 WILLDAN ASSOCIATES	BUILDING AND SAFETY PLAN CHECK-FEB BUILDING AND SAFETY PLAN CHECK-FEB	
			001.4500.4540 INSPECTION SERVICES-FEB INSPECTION SERVICES-FEB	1,670.00
			001.4500.4540 PERMIT TECHNICIAN SERVICES-FEB PERMIT TECHNICIAN SERVICES-FEB	12,665.00
			001.4500.4540	5,622.50

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82644	3/30/2021	000237 000237 WILLDAN ASSOCIATES	(Continued)	Total :	19,957.50
82645	3/30/2021	000598 PR PRINTING	B&S: NOTICE & CORRECTION NOTICE		
			B&S: NOTICE & CORRECTION NOTICE		
			001.4500.4200		1,073.52
				Total :	1,073.52
82646	3/30/2021	000845 SB CO LAND USE SERVICES DEPT	FIRE HAZARD ABATEMENT 05/01/20-04/30/21		
			FIRE HAZARD ABATEMENT 05/01/20-04/30/21		
			029.2100.4545		25,007.90
				Total :	25,007.90
82647	3/30/2021	001193 LIFE ASSIST, INC.	PARAMEDIC SUPPLIES		
			PARAMEDIC SUPPLIES		
			028.2050.4207		237.05
				Total :	237.05
82648	3/30/2021	001404 LOWE'S	CITY HALL SUPPLIES		
			CITY HALL SUPPLIES		
			042.9510.4070		78.64
				Total :	78.64
82649	3/30/2021	002190 ENGINEERING RESOURCES OF SO CA	SDR19001 DE DIF-JAN		
			SDR19001 DE DIF-JAN		
			007.8330.6600		2,410.75
			OLA20001 DE MSRI-FEB		
			OLA20001 DE MSRI-FEB		
			017.8350.6550		89.00
				Total :	2,499.75
82650	3/30/2021	002710 HERNANDEZ, KROONE & ASSOCIATES	STR18001 R/W IVDA-JAN		
			STR18001 R/W IVDA-JAN		
			027.8490.6550		1,535.50
			STR18001 R/W RDA07-JAN		
			STR18001 R/W RDA07-JAN		
			010.3830.6550		1,536.51
			STR18001 R/W SMBMI-JAN		
			STR18001 R/W SMBMI-JAN		
			027.8490.6550		1,535.50

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82650	3/30/2021	002710 HERNANDEZ, KROONE & ASSOCIATES	(Continued)	
			STR18001 R/W EDA-JAN	
			STR18001 R/W EDA-JAN	
			030.8495.6550	5,408.81
			STR18001 PS&E IVDA-JAN	
			STR18001 PS&E IVDA-JAN	
			027.8490.6550	3,399.02
			STR18001 PS&E RDA07-JAN	
			STR18001 PS&E RDA07-JAN	
			010.3830.6550	3,401.23
			STR18001 PS&E SMBMI-JAN	
			STR18001 PS&E SMBMI-JAN	
			027.8490.6550	3,399.02
			STR18001 PS&E EDA-JAN	
			STR18001 PS&E EDA-JAN	
			030.8495.6550	11,973.06
			STR18001 R/W IVDA-FEB	
			STR18001 R/W IVDA-FEB	
			027.8490.6550	825.93
			STR18001 R/W RDA07-FEB	
			STR18001 R/W RDA07-FEB	
			010.3830.6550	826.47
			STR18001 R/W SMBMI-FEB	
			STR18001 R/W SMBMI-FEB	
			027.8490.6550	825.93
			STR18001 R/W EDA-FEB	
			STR18001 R/W EDA-FEB	
			030.8495.6550	2,909.35
			STR18001 PS&E IVDA-FEB	
			STR18001 PS&E IVDA-FEB	
			027.8490.6550	3,418.91
			STR18001 PS&E RDA07-FEB	
			STR18001 PS&E RDA07-FEB	
			010.3830.6550	3,421.15
			STR18001 PS&E SMBMI-FEB	
			STR18001 PS&E SMBMI-FEB	
			027.8490.6550	3,418.91
			STR18001 PS&E EDA-FEB	

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82650	3/30/2021	002710 HERNANDEZ, KROONE & ASSOCIATES	(Continued)		
			STR18001 PS&E EDA-FEB		
			030.8495.6550		12,043.13
				Total :	**59,878.43**
82651	3/30/2021	004206 #1 SON PLUMBING	BACKFLOW TESTING/REPAIR		
			BACKFLOW TESTING/REPAIR		
			001.6000.4030		440.00
			BACKFLOW TESTING/REPAIR CANYON OAKS PARK		
			BACKFLOW TESTING/REPAIR CANYON OAKS PARK		
			016.8540.4030		40.00
			BACKFLOW TESTING/REPAIR LMD 36		
			BACKFLOW TESTING/REPAIR LMD 36		
			012.8500.4030		40.00
			BACKFLOW TESTING/REPAIR LMD 21		
			BACKFLOW TESTING/REPAIR LMD 21		
			012.8500.4030		40.00
				Total :	**560.00**
82652	3/30/2021	004738 CALIFORNIA PRESERVATION	CPF 2021 ANNUAL MEMBERSHIP & CONFERENCE		
			CPF 2021 ANNUAL MEMBERSHIP & CONFERENCE		
			001.4100.4310		500.00
				Total :	**500.00**
82653	3/30/2021	004920 TKE ENGINEERING	SENIOR HOUSING PROJECT		
			SENIOR HOUSING PROJECT		
			070.7000.4611		185.00
				Total :	**185.00**
82654	3/30/2021	005310 KOA CORPORATION	STR17001-DE COSB-JAN		
			STR17001-DE COSB-JAN		
			027.8490.6530		6.91
			STR17001-DE RDA04-JAN		
			STR17001-DE RDA04-JAN		
			010.3830.6530		1,427.81
			STR17001-DE ART3-JAN		
			STR17001-DE ART3-JAN		
			005.8320.6530		2,630.80

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Voucher	Date	Vendor		Description/Account		Amount
82654	3/30/2021	005310	005310 KOA CORPORATION	(Continued)	Total :	4,065.52
82655	3/30/2021	005324	CHARLES ABBOTT ASSOCIATES, INC	FIRE MARSHALL SERVICES-FEB		
				FIRE MARSHALL SERVICES-FEB		
				029.2100.4540		3,825.00
					Total :	3,825.00
82656	3/30/2021	005340	FORTIN LAW GROUP	LOPEZ-FEB		
				LOPEZ-FEB		
				041.9500.4390		221.50
					Total :	221.50
82657	3/30/2021	005434	PROCURE AMERICA, INC.	CELL PHONES JUL-DEC		
				CELL PHONES-JUL		
				001.2000.4061		-6.00
				CELL PHONES-JUL		
				004.8310.4062		38.00
				CELL PHONES-AUG		
				001.2000.4061		-6.00
				CELL PHONES-AUG		
				004.8310.4062		38.00
				CELL PHONES-SEPT		
				001.2000.4061		-6.00
				CELL PHONES-SEPT		
				004.8310.4062		38.00
				CELL PHONES-OCT		
				001.2000.4061		-6.00
				CELL PHONES-OCT		
				004.8310.4062		38.00
				CELL PHONES-NOV		
				001.2000.4061		-6.00
				CELL PHONES-NOV		
				004.8310.4062		38.00
				CELL PHONES-DEC		
				001.2000.4061		-6.06
				CELL PHONES-DEC		
				004.8310.4062		38.00

Bank code : wfb

Voucher	Date	Vendor		Description/Account		Amount
82657	3/30/2021	005434	005434 PROCURE AMERICA, INC.	(Continued)	Total :	191.94
82658	3/30/2021	005771	AMAZON CAPITAL SERVICES	VARIOUS TONERS & DRUM AND BELT UNIT		
				VARIOUS TONERS & DRUM AND BELT UNIT		
				042.9510.4200		688.18
				NETWORK & SERVER RACK		
				NETWORK & SERVER RACK		
				042.9510.4208		574.27
				NETWORK & SERVER RACK		
				NETWORK & SERVER RACK		
				042.9510.4208		179.48
					Total :	1,441.93
82659	3/30/2021	005875	DRIVERS LICENSE GUIDE COMPANY	ID CHECKING GUIDE FOR PASSPORTS		
				ID CHECKING GUIDE FOR PASSPORTS		
				001.1200.4200		35.06
				ID CHECKING GUIDE FOR PASSPORTS		
				ID CHECKING GUIDE FOR PASSPORTS		
				001.1200.4200		52.68
					Total :	87.74
82660	3/30/2021	005883	RAMOS, JAMES	CUP11002 PLANNING DEPOST REFUND		
				CUP11002 PLANNING DEPOST REFUND		
				001.4100.4450		12,737.08
					Total :	12,737.08
	27 Vouchers for bank code : wfb				Bank total :	157,166.37
	27 Vouchers in this report				Total vouchers :	157,166.37

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82661	4/6/2021	000024 SB CO DEPT OF PUBLIC WORKS	TRAFFIC SIGNAL SHARED 07/20-10/20		
			TRAFFIC SIGNAL SHARED 07/20-10/20		
			004.8310.4580		1,511.69
				Total :	**1,511.69**
82662	4/6/2021	000030 SAN BERNARDINO COUNTY SHERIFFS	POLICE SERVICES-APR		
			POLICE SERVICES-APR		
			001.2000.4560		891,763.00
				Total :	**891,763.00**
82663	4/6/2021	000085 EAST VALLEY WATER DISTRICT	LMD 36-MAR		
			LMD 36-MAR		
			012.8500.4030		91.30
				Total :	**91.30**
82664	4/6/2021	000090 FEDEX	OVERNIGHT MAIL		
			OVERNIGHT MAIL		
			001.4100.4210		100.90
			OVERNIGHT MAIL		
			001.1200.4210		37.11
				Total :	**138.01**
82665	4/6/2021	000108 HIGH TECH SECURITY	BURG SYSTEMS-APR		
			CITY HALL MOINT/MAINT-APR		
			042.9510.4066		80.00
			COMMUNITY PARK MONIT/MAINT-APR		
			001.6000.4066		40.00
			CORP YARD MONIT/MAINT-APR		
			004.8310.4066		45.00
			COMMUNITY PARK ALARM CELL		
			001.6000.4066		15.00
			FIRE SYSTEMS-APR		
			CITY HALL MONIT/MAINT-APR		
			042.9510.4066		50.00
			LIBRARY/YMCA MONIT/MAINT-APR		
			001.6000.4066		100.00
			CORP YARD MONIT/MAINT-APR		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82665	4/6/2021	000108 HIGH TECH SECURITY	(Continued)	
			004.8310.4066 FIRE STATION #3 MONIT/MAINT-APR	85.00
			028.2050.4066 FIRE STATION #3 MONIT/MAINT-APR	42.50
			029.2100.4066 POLICE MONIT/MAINT/CELLULAR ALARM BACK	42.50
			001.2000.4066 CCTV SYSTEMS-APR CITY HALL MAINT-APR	50.00
			042.9510.4066 AURANTIA PARK MAINT-APR	25.00
			001.6000.4066 CORP YARD MAINT-APR	25.00
			004.8310.4066 COMMUNITY PARK MAINT-APR	25.00
			001.6000.4066 CANYON OAK PARK MAINT-APR	25.00
			016.8540.4066 COMMUNITY PARK MAINT-APR	25.00
			001.6000.4066 FIRE SYSTEMS-MAR ANNUAL F/E RECONDITIONING &	25.00
			028.2050.4245 ANNUAL F/E RECONDITIONING &	70.50
			029.2100.4245 FIRE SYSTEMS-MAR ANNUAL F/E RECONDITIONING &	70.50
			042.9510.4070 FIRE SYSTEMS-MAR ANNUAL F/E RECONDITIONING &	218.60
			004.8310.4245 FIRE SYSTEMS-MAR ANNUAL F/E RECONDITIONING &	505.35
			001.2000.4245 FIRE SYSTEMS-MAR ANNUAL F/E RECONDITIONING &	107.10
			028.2050.4245	101.20

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82665	4/6/2021	000108 HIGH TECH SECURITY	(Continued)		
			ANNUAL F/E RECONDITIONING &		
			029.2100.4245		101.20
			FIRE SYSTEMS-MAR		
			ANNUAL F/E RECONDITIONING &		
			028.2050.4245		132.18
			ANNUAL F/E RECONDITIONING &		
			029.2100.4245		132.17
				Total :	2,138.80
82666	4/6/2021	000127 K & L HARDWARE	PARKS SUPPLIES		
			PARKS SUPPLIES		
			001.6000.4206		4.61
			POLICE SUPPLIES		
			POLICE SUPPLIES		
			001.2000.4070		7.53
			STATION #3 SUPPLIES		
			STATION #3 SUPPLIES		
			028.2050.4070		4.31
			STATION #3 SUPPLIES		
			029.2100.4070		4.30
			STATION #3 SUPPLIES		
			STATION #3 SUPPLIES		
			028.2050.4070		26.39
			STATION #3 SUPPLIES		
			029.2100.4070		26.39
			VEH #116 SUPPLIES		
			VEH #116 SUPPLIES		
			001.6010.4240		57.10
			GRAFFITI SUPPLIES		
			GRAFFITI SUPPLIES		
			001.6100.4206		32.31
			CUNNINGHAM PARK SUPPLIES		
			CUNNINGHAM PARK SUPPLIES		
			016.8540.4206		25.80
			STATION #1 SUPPLIES		
			STATION #1 SUPPLIES		
			028.2050.4070		19.37

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82666	4/6/2021	000127 K & L HARDWARE	(Continued)	
			STATION #1 SUPPLIES	
			029.2100.4070	19.36
			STATION #3 SUPPLIES	
			STATION #3 SUPPLIES	
			028.2050.4070	12.26
			STATION #3 SUPPLIES	
			029.2100.4070	12.26
			STATION #1 SUPPLIES	
			STATION #1 SUPPLIES	
			028.2050.4070	98.39
			STATION #1 SUPPLIES	
			029.2100.4070	98.38
			STATION #3 SUPPLIES	
			STATION #3 SUPPLIES	
			028.2050.4070	60.12
			STATION #3 SUPPLIES	
			029.2100.4070	60.12
			CORP YARD SUPPLIES	
			CORP YARD SUPPLIES	
			004.8310.4206	90.45
			STATION #1 SUPPLIES	
			STATION #1 SUPPLIES	
			028.2050.4070	42.10
			STATION #1 SUPPLIES	
			029.2100.4070	42.10
			Total :	**743.65**
82667	4/6/2021	000155 NEW YORK LIFE	NEW YORK LIFE-APR	
			NEW YORK LIFE-APR	
			041.1180	1.95
			NEW YORK LIFE-APR	
			070.1180	0.65
			NEW YORK LIFE-APR	
			001.1180	9.75
			NEW YORK LIFE-APR	
			004.1180	0.65

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82667	4/6/2021	000155 000155 NEW YORK LIFE	(Continued)	Total :	13.00
82668	4/6/2021	000165 AT&T	CORP YARD-MAR		
			CORP YARD-MAR		
			004.8310.4060		625.07
				Total :	625.07
82669	4/6/2021	000165 AT&T	CITY HALL-MAR		
			CITY HALL-MAR		
			042.9510.4060		461.03
				Total :	461.03
82670	4/6/2021	000176 PRINCIPAL LIFE INSURANCE CO	PRINCIPAL-APR		
			PRINCIPAL-APR		
			001.6000.3590		15.87
			PRINCIPAL-APR		
			001.1200.3590		42.54
			PRINCIPAL-APR		
			001.1450.3590		76.35
			PRINCIPAL-APR		
			001.1600.3590		7.81
			PRINCIPAL-APR		
			001.1700.3590		89.94
			PRINCIPAL-APR		
			001.3200.3590		37.54
			PRINCIPAL-APR		
			001.4100.3590		114.14
			PRINCIPAL-APR		
			001.4200.3590		66.28
			PRINCIPAL-APR		
			001.4500.3590		44.14
			PRINCIPAL-APR		
			001.4600.3590		46.70
			PRINCIPAL-APR		
			001.6010.3590		15.95
			PRINCIPAL-APR		
			001.6020.3590		10.73
			PRINCIPAL-APR		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82670	4/6/2021	000176 PRINCIPAL LIFE INSURANCE CO	(Continued)		
			004.8310.3590 PRINCIPAL-APR		86.36
			006.8400.3590 PRINCIPAL-APR		28.95
			010.3830.3590 PRINCIPAL-APR		25.62
			012.8500.3590 PRINCIPAL-APR		7.83
			016.8540.3590 PRINCIPAL-APR		7.83
			023.3890.3590 PRINCIPAL-APR		3.58
			024.8470.3590 PRINCIPAL-APR		0.83
			041.9500.3590 PRINCIPAL-APR		13.83
			042.9510.3590 PRINCIPAL-APR		13.41
			070.7000.3590		26.79
				Total :	**783.02**
82671	4/6/2021	000203 SOUTHERN CALIFORNIA EDISON	LS#1-MAR LS#1-MAR		
			013.8510.4011 LS#3-MAR LS#3-MAR		8,625.64
			013.8510.4011 LS 2 B CITY WIDE STREET LIGHTS-MAR LS 2 B CITY WIDE STREET LIGHTS-MAR		40.22
			013.8510.4011		25,173.70
				Total :	**33,839.56**
82672	4/6/2021	000208 STAPLES CREDIT PLAN	BROTHER'S DRUM BROTHER'S DRUM		
			042.9510.4200 TONER & OFFICE SUPPLIES TONER & OFFICE SUPPLIES		304.91

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82672	4/6/2021	000208 STAPLES CREDIT PLAN	(Continued)		
			001.4600.4200		107.74
				Total :	**412.65**
82673	4/6/2021	000222 UNDERGROUND SERVICE ALERT	DIG SAFE BOARD FEES-APR		
			DIG SAFE BOARD FEES-APR		
			004.8310.4553		70.01
				Total :	**70.01**
82674	4/6/2021	000226 UNUM LIFE INSURANCE	LONG TERM DISABILITY-APR		
			LONG TERM DISABILITY-APR		
			001.1180		428.78
			LONG TERM DISABILITY-APR		
			004.1180		33.30
			LONG TERM DISABILITY-APR		
			006.1180		18.50
			LONG TERM DISABILITY-APR		
			010.1180		22.20
			LONG TERM DISABILITY-APR		
			041.1180		25.46
			LONG TERM DISABILITY-APR		
			070.1180		51.80
				Total :	**580.04**
82675	4/6/2021	000233 WAXIE SANITARY SUPPLY	PD: JANITORIAL SUPPLIES		
			PD: JANITORIAL SUPPLIES		
			001.2000.4055		34.22
			PD: JANITORIAL SUPPLIES		
			PD: JANITORIAL SUPPLIES		
			001.2000.4055		286.32
			CITY HALL, PARKS, CORP YARD: JANITORIAL		
			CITY HALL, PARKS, CORP YARD: JANITORIAL		
			042.9510.4055		48.44
			CITY HALL, PARKS, CORP YARD: JANITORIAL		
			004.8310.4055		11.93
			CITY HALL, PARKS, CORP YARD: JANITORIAL		
			001.6000.4055		105.75

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82675	4/6/2021	000233 000233 WAXIE SANITARY SUPPLY	(Continued)	Total :	486.66
82676	4/6/2021	000487 SMART & FINAL	BREAKROOM SUPPLIES BREAKROOM SUPPLIES 042.9510.4200		84.86
				Total :	84.86
82677	4/6/2021	000623 HARBOR FREIGHT TOOLS	ME543 BATTERIES ME543 BATTERIES 028.2050.4070		26.99
			ME543 BATTERIES 029.2100.4070		26.99
				Total :	53.98
82678	4/6/2021	000636 STEVEN ENTERPRISES INC	MAINTENANCE OCE 7050 MAINTENANCE OCE 7050 001.3200.4245		197.11
				Total :	197.11
82679	4/6/2021	000662 HI WAY SAFETY INC	TRAFFIC CONTROL MATERIALS TRAFFIC CONTROL MATERIALS 004.8310.4206		3,664.23
			TRAFFIC CONTROL MATERIALS TRAFFIC CONTROL MATERIALS 004.8310.4206		428.18
				Total :	4,092.41
82680	4/6/2021	001072 AUTO ZONE	VEH#107 MAINTENANCE VEH#107 MAINTENANCE 004.8310.4240		10.52
			ME541 MAINTENANCE ME541 MAINTENANCE 028.2050.4240		28.59
			ME541 MAINTENANCE 029.2100.4240		28.59
			VEH#121 MAINTENANCE VEH#121 MAINTENANCE 004.8310.4240		4.83
			ME541 CREDIT INV 2851974974		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82680	4/6/2021	001072 AUTO ZONE	(Continued)		
			ME541 CREDIT INV 2851974974		
			028.2050.4240		-9.00
			ME541 CREDIT INV 2851974974		
			029.2100.4240		-9.00
				Total :	**54.53**
82681	4/6/2021	001123 NATIONAL CONSTRUCTION RENTALS	TEMP FENCING RENTAL FOR COVID19		
			TEMP FENCING RENTAL FOR COVID19		
			001.6000.4070		653.40
			TEMP FENCING RENTAL FOR COVID19		
			TEMP FENCING RENTAL FOR COVID19		
			001.6000.4070		244.20
			CANYON OAK PARK TEMP FENCING RENTAL FOR		
			CANYON OAK PARK TEMP FENCING RENTAL FOR		
			016.8540.4070		52.80
			SEELEY PARK TEMP FENCING RENTAL FOR		
			SEELEY PARK TEMP FENCING RENTAL FOR		
			016.8540.4070		66.00
				Total :	**1,016.40**
82682	4/6/2021	001193 LIFE ASSIST, INC.	PARADEMIC SUPPLIES		
			PARADEMIC SUPPLIES		
			028.2050.4207		474.10
				Total :	**474.10**
82683	4/6/2021	001439 OFFICE SOLUTIONS	OFFICE SUPPLIES		
			OFFICE SUPPLIES		
			001.1700.4200		31.31
				Total :	**31.31**
82684	4/6/2021	001476 TIME WARNER CABLE	POLICE TELE/INT-APR		
			POLICE TELE/INT-APR		
			001.2000.4065		1,001.11
			CORP YARD TELE/INT-APR		
			CORP YARD TELE/INT-APR		
			004.8310.4060		669.77
				Total :	**1,670.88**

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82685	4/6/2021	001679 MC CRAY'S ENTERPRISES	ME543 REPAIRS		
			ME543 REPAIRS		
			028.2050.4240		290.69
			ME543 REPAIRS		
			029.2100.4240		290.69
				Total :	**581.38**
82686	4/6/2021	001764 DEPENDABLE COFFEE & WATER SVC.	BREAKROOM SUPPLIES		
			BREAKROOM SUPPLIES		
			042.9510.4200		13.44
			BREAKROOM SUPPLIES		
			BREAKROOM SUPPLIES		
			042.9510.4200		10.45
			BREAKROOM SUPPLIES		
			BREAKROOM SUPPLIES		
			042.9510.4200		13.44
			BREAKROOM SUPPLIES		
			BREAKROOM SUPPLIES		
			042.9510.4200		13.44
			BREAKROOM SUPPLIES		
			BREAKROOM SUPPLIES		
			042.9510.4200		16.95
			BREAKROOM SUPPLIES		
			BREAKROOM SUPPLIES		
			042.9510.4200		46.25
				Total :	**113.97**
82687	4/6/2021	002149 SB CO DEPT OF PUBLIC HEALTH	ANIMAL CONTROL SERVICES 10/01-12/31/2020		
			ANIMAL CONTROL SERVICES 10/01-12/31/2020		
			001.2200.4565		96,346.00
				Total :	**96,346.00**
82688	4/6/2021	002274 DANIELS TIRE SERVICE	CREDIT INV 230134872 PO 19534		
			CREDIT INV 230134872 PO 19534		
			028.2050.4240		-4.04
			CREDIT INV 230134872 PO 19534		
			029.2100.4240		-4.04
			ME542: TIRES		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82688	4/6/2021	002274 DANIELS TIRE SERVICE	(Continued)		
			ME542: TIRES		
			029.2100.4240		2,451.03
			ME542: TIRES		
			028.2050.4240		2,451.02
				Total :	**4,893.97**
82689	4/6/2021	002396 DUDEK	SAFETY AND ENVIRONMENTAL JUSTICE		
			SAFETY AND ENVIRONMENTAL JUSTICE		
			027.8490.4662		4,216.25
			COMMUNITY OUTREACH-FEB		
			COMMUNITY OUTREACH-FEB		
			027.8490.4662		1,342.50
			ENVIRONMENTAL REVIEW-FEB		
			ENVIRONMENTAL REVIEW-FEB		
			027.8490.4662		1,672.50
				Total :	**7,231.25**
82690	4/6/2021	002511 RECORDER-CLERK CO OF SB	RECORDING SERVICES		
			RECORDING SERVICES		
			001.1200.4506		60.00
			RECORDING SERVICES		
			RECORDING SERVICES		
			001.1200.4506		60.00
			RECORDING SERVICES		
			RECORDING SERVICES		
			001.1200.4506		40.00
			RECORDING SERVICES		
			RECORDING SERVICES		
			001.1200.4506		120.00
				Total :	**280.00**
82691	4/6/2021	002912 CHAMPION ELECTRIC, INC.	TROUBLESHOOT SOLAR INVERTER		
			TROUBLESHOOT SOLAR INVERTER		
			001.2000.4070		250.00
				Total :	**250.00**
82692	4/6/2021	002960 BURRTEC WASTE INDUSTRIES INC	SOLID WASTE PROG 02/20/21-03/19/21		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82692	4/6/2021	002960 BURRTEC WASTE INDUSTRIES INC	(Continued)		
			SOLID WASTE PROG 02/20/21-03/19/21		
			051.1496		266,083.40
				Total :	**266,083.40**
82693	4/6/2021	003073 EWING IRRIGATION PRODUCTS INC	LMD SUPPLIES		
			LMD SUPPLIES		
			012.8500.4206		100.71
				Total :	**100.71**
82694	4/6/2021	003673 JOHNSON CONTROLS, INC	PD: CONDENSER REPAIR		
			PD: CONDENSER REPAIR		
			001.2000.4588		1,366.17
			YMCA: SWITCH REPLACEMENT ON UNIT#7		
			YMCA: SWITCH REPLACEMENT ON UNIT#7		
			001.6000.4588		417.66
				Total :	**1,783.83**
82695	4/6/2021	003689 TPX COMMUNICATIONS	CORP YARD/CITY HALL PHONES-APR		
			CITY HALL PHONES-APR		
			042.9510.4060		292.88
			CORP YARD PHONES-APR		
			004.8310.4060		1,267.76
				Total :	**1,560.64**
82696	4/6/2021	004193 AECOM USA INC.	BRG07001 DES HBP-JAN		
			BRG07001 DES HBP-JAN		
			030.8495.6813		24,792.45
			BRG07001 DES RDA07-JAN		
			BRG07001 DES RDA07-JAN		
			010.3830.6813		3,212.13
				Total :	**28,004.58**
82697	4/6/2021	004298 ZOLL MEDICAL CORPORATION	FS#3: CARDIAC MONITORS PREVENTATIVE MAIN		
			FS#3: CARDIAC MONITORS PREVENTATIVE		
			028.2050.4207		1,020.00
				Total :	**1,020.00**
82698	4/6/2021	004662 SKYLINE SAFETY AND SUPPLY	PPE		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82698	4/6/2021	004662 SKYLINE SAFETY AND SUPPLY	(Continued)		
			PPE		
			004.8310.4206		1,086.10
				Total :	**1,086.10**
82699	4/6/2021	004679 THYSSENKRUPP ELEVATOR CORP	PD: ELEVATOR MAINTENANCE		
			PD: ELEVATOR MAINTENANCE		
			001.2000.4587		657.17
				Total :	**657.17**
82700	4/6/2021	004697 CHEMCO PRODUCTS COMPANY	PARKS: HVAC WATER SYSTEM TREATMENT		
			PARKS: HVAC WATER SYSTEM TREATMENT		
			001.6000.4588		423.23
				Total :	**423.23**
82701	4/6/2021	004868 DISASTER MASTERS FIRE PROT	F/E RECONDITIONING		
			F/E RECONDITIONING		
			028.2050.4245		139.00
			F/E RECONDITIONING		
			029.2100.4245		139.00
				Total :	**278.00**
82702	4/6/2021	004939 GUARDIAN	DENTAL-APR		
			DENTAL-APR		
			001.1160		1,032.85
			DENTAL-APR		
			004.1160		249.41
			DENTAL-APR		
			006.1160		14.13
			DENTAL-APR		
			010.1160		71.95
			DENTAL-APR		
			012.1160		9.63
			DENTAL-APR		
			016.1160		9.63
			DENTAL-APR		
			023.1160		14.13
			DENTAL-APR		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82702	4/6/2021	004939 GUARDIAN	(Continued)		
			024.1160 DENTAL-APR		2.43
			041.1160 DENTAL-APR		30.27
			042.1160 DENTAL-APR		20.48
			070.1160		15.72
				Total :	**1,470.63**
82703	4/6/2021	004956 FIDELITY SECURITY	VISION-APR VISION-APR		
			024.1160 VISION-APR		0.52
			041.1160 VISION-APR		1.64
			042.1160 VISION-APR		8.50
			070.1160 VISION-APR		3.57
			001.1160 VISION-APR		190.32
			001.1700.4400 VISION-APR		30.42
			004.1160 VISION-APR		41.98
			006.1160 VISION-APR		15.79
			010.1160 VISION-APR		9.13
			012.1160 VISION-APR		5.18
			016.1160 VISION-APR		5.18
			023.1160		7.61
				Total :	**319.84**
82704	4/6/2021	005018 FLYERS ENERGY, LLC	FUEL-MAR		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82704	4/6/2021	005018 FLYERS ENERGY, LLC	(Continued)	
			FUEL-MAR	
			001.2000.4220	6,364.22
			FUEL-MAR	
			004.8310.4220	429.89
			FUEL-MAR	
			001.4200.4220	39.01
			FUEL-MAR	
			001.4500.4220	29.07
			FUEL-MAR	
			001.4600.4220	333.51
			FUEL-MAR	
			001.6000.4220	292.97
			FUEL-MAR	
			001.6010.4220	146.87
			FUEL-MAR	
			042.9510.4220	13.77
			FUEL-MAR	
			004.8310.4220	26.88
			FUEL-MAR	
			001.6000.4220	111.59
			FUEL-MAR	
			028.2050.4220	948.88
			FUEL-MAR	
			029.2100.4220	948.87
			FUEL-MAR	
			FUEL-MAR	
			001.2000.4220	3,655.90
			FUEL-MAR	
			004.8310.4220	246.95
			FUEL-MAR	
			001.4200.4220	22.41
			FUEL-MAR	
			001.4500.4220	16.70
			FUEL-MAR	
			001.4600.4220	191.58
			FUEL-MAR	

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82704	4/6/2021	005018 FLYERS ENERGY, LLC	(Continued)		
			001.6000.4220 FUEL-MAR		168.29
			001.6010.4220 FUEL-MAR		84.37
			042.9510.4220 FUEL-MAR		7.91
			004.8310.4220 FUEL-MAR		15.44
			001.6000.4220 FUEL-MAR		64.10
			028.2050.4220 FUEL-MAR		545.08
			029.2100.4220		545.08
				Total :	**15,249.34**
82705	4/6/2021	005103 TELEFLEX INC.	FS#3: PARAMEDIC SUPPLIES		
			FS#3: PARAMEDIC SUPPLIES		
			028.2050.4207		605.13
				Total :	**605.13**
82706	4/6/2021	005215 WATER STREET LAND, LLC.	TR18935 DIF REIMB		
			TR18935 DIF REIMB		
			007.8330.4450		10,000.00
			TR18935 DIF REIMB		
			001.1450.9517		-3,981.02
				Total :	**6,018.98**
82707	4/6/2021	005402 BORDIN SEMMER LLP	GARAY-FEB		
			GARAY-FEB		
			041.9500.4390		1,529.90
				Total :	**1,529.90**
82708	4/6/2021	005413 NATIONAL AUTO FLEET GROUP	2020 CHEV SILVERADO 3500HD CREW CAB		
			2020 CHEV SILVERADO 3500HD CREW CAB		
			004.8310.6040		53,576.42
				Total :	**53,576.42**
82709	4/6/2021	005434 PROCURE AMERICA, INC.	CELL PHONES-JAN		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82709	4/6/2021	005434 PROCURE AMERICA, INC.	(Continued)		
			CELL PHONES-JAN		
			001.2000.4061		-6.00
			CELL PHONES-JAN		
			004.8310.4062		37.99
				Total :	**31.99**
82710	4/6/2021	005516 BASE HILL INC., DBA JAN POINT	MONTHLY JANITORIAL SERVICES-MAR		
			CITY HALL-MAR		
			042.9510.4504		1,562.00
			COUNCIL CHAMBERS-MAR		
			042.9510.4504		311.00
			AURANTIA PARK-MAR		
			001.6000.4504		1,454.00
			COMMUNITY PARK-MAR		
			001.6000.4504		1,950.00
			POLICE DEPT-MAR		
			001.2000.4504		1,080.00
				Total :	**6,357.00**
82711	4/6/2021	005553 CLARK PEST CONTROL OF STOCKTON	PEST CONTROL		
			FS#1-3 PEST CONTROL		
			028.2050.4589		23.00
			FS#1-3 PEST CONTROL		
			029.2100.4589		23.00
			PEST CONTROL		
			FS#1-3 PEST CONTROL		
			028.2050.4589		23.00
			FS#1-3 PEST CONTROL		
			029.2100.4589		23.00
			PEST CONTROL		
			POLICE PEST CONTROL		
			001.2000.4589		95.00
				Total :	**187.00**
82712	4/6/2021	005554 IMPERIAL SPRINKLER SUPPLY	PARKWAYS & TRAILS: HERBICIDE		
			PARKWAYS & TRAILS: HERBICIDE		
			004.8310.4206		737.76

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82712	4/6/2021	005554 IMPERIAL SPRINKLER SUPPLY	(Continued)	
			PARKWAYS & TRAILS: HERBICIDE	
			001.6100.4206	737.75
			PARKWAYS & TRAILS: HERBICIDE	
			PARKWAYS & TRAILS: HERBICIDE	
			004.8310.4206	335.04
			PARKWAYS & TRAILS: HERBICIDE	
			001.6100.4206	335.04
			IRRIGATION SUPPLIES	
			IRRIGATION SUPPLIES	
			001.6000.4045	248.34
			Total :	2,393.93
82713	4/6/2021	005558 GENERAL DOOR	STATION #2 PARTS FOR BAY DOOR	
			STATION #2 PARTS FOR BAY DOOR	
			028.2050.4224	59.27
			STATION #2 PARTS FOR BAY DOOR	
			029.2100.4224	59.26
			FS#1-2: REPAIR & SERVICE SECTIONAL DOORS	
			FS#1-2: REPAIR & SERVICE SECTIONAL DOORS	
			029.2100.4224	804.45
			FS#1-2: REPAIR & SERVICE SECTIONAL DOORS	
			028.2050.4224	804.44
			FS#1-2: REPAIR & SERVICE SECTIONAL DOORS	
			FS#1-2: REPAIR & SERVICE SECTIONAL DOORS	
			029.2100.4224	500.09
			FS#1-2: REPAIR & SERVICE SECTIONAL DOORS	
			028.2050.4224	500.10
			Total :	2,727.61
82714	4/6/2021	005679 KEN GRODY FORD	VEH#116 MAINTENANCE	
			VEH#116 MAINTENANCE	
			004.8310.4240	105.14
			VEH#123 MAINTENANCE	
			VEH#123 MAINTENANCE	
			001.4200.4240	102.73
			VEH#103 MAINTENANCE	
			VEH#103 MAINTENANCE	

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82714	4/6/2021	005679 KEN GRODY FORD	(Continued)		
			004.8310.4240		111.47
				Total :	**319.34**
82715	4/6/2021	005771 AMAZON CAPITAL SERVICES	CITY HALL: ELECTRIC DOOR STRIKE		
			CITY HALL: ELECTRIC DOOR STRIKE		
			042.9510.4070		526.29
			PD: TELEVISIONS & WALL MOUNT BRAKETS		
			PD: TELEVISIONS & WALL MOUNT BRAKETS		
			001.2000.4203		2,181.72
				Total :	**2,708.01**
82716	4/6/2021	005859 COUNTY OF SAN BERNARDINO DEPT	RADIO ACCESS-FEB		
			RADIO ACCESS-FEB		
			028.2050.4209		598.18
			RADIO ACCESS-FEB		
			029.2100.4209		598.18
				Total :	**1,196.36**
82717	4/6/2021	005865 CROSS CONNECTIONS MOBILE COMM	FY2019 HSGP-RADIOS		
			FY2019 HSGP-RADIOS		
			030.8495.4203		13,607.22
				Total :	**13,607.22**
82718	4/6/2021	005873 INTERSTATE STRIPING & SIGNS	PAVEMENT MARKING & STRIPING MAINTENANCE		
			PAVEMENT MARKING & STRIPING MAINTENANCE		
			004.8310.4578		16,615.07
				Total :	**16,615.07**
82719	4/6/2021	005882 TALLADINO, VICTOR	OUT OF CITY BUS LIC REFUND		
			OUT OF CITY BUS LIC REFUND		
			001.1450.7450		155.00
			OUT OF CITY BUS LIC REFUND		
			051.1493		4.00
				Total :	**159.00**
82720	4/6/2021	005886 COACHELLA VALLEY CHAPTER ICC	ICC TRAINING SEMINAR-M. WIRZ		
			ICC TRAINING SEMINAR-M. WIRZ		
			001.4500.4330		25.00

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82720	4/6/2021	005886	005886 COACHELLA VALLEY CHAPTER ICC (Continued)	
			Total :	25.00
1001819942	4/6/2021	000004	PUBLIC EMPLOYEE RETIREMENT SYS	
			PERS RETIREMENT-APR	
			PERS RETIREMENT-APR	
			001.3200.3560	1,222.19
			PERS RETIREMENT-APR	
			001.4100.3560	4,571.90
			PERS RETIREMENT-APR	
			001.1200.3560	1,765.37
			PERS RETIREMENT-APR	
			001.1450.3560	3,103.29
			PERS RETIREMENT-APR	
			001.1600.3560	226.33
			PERS RETIREMENT-APR	
			001.1700.3560	4,073.97
			PERS RETIREMENT-APR	
			042.9510.3560	769.53
			PERS RETIREMENT-APR	
			001.4500.3560	1,855.92
			PERS RETIREMENT-APR	
			001.4600.3560	2,625.45
			PERS RETIREMENT-APR	
			001.6000.3560	1,041.13
			PERS RETIREMENT-APR	
			001.6010.3560	905.33
			PERS RETIREMENT-APR	
			001.6020.3560	679.00
			PERS RETIREMENT-APR	
			004.8310.3560	3,938.17
			PERS RETIREMENT-APR	
			006.8400.3560	1,267.46
			PERS RETIREMENT-APR	
			012.8500.3560	543.20
			PERS RETIREMENT-APR	
			016.8540.3560	543.20
			PERS RETIREMENT-APR	
			023.3890.3560	226.33

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
1001819942	4/6/2021	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			PERS RETIREMENT-APR	
			041.9500.3560	316.86
			PERS RETIREMENT-APR	
			001.4200.3560	2,715.98
			PERS RETIREMENT-APR	
			070.7000.3560	633.73
			PERS RETIREMENT-APR	
			024.8470.3560	45.27
			PERS RETIREMENT-APR	
			010.3830.3560	1,041.13
			Total :	**34,110.74**
1001819943	4/6/2021	000004 PUBLIC EMPLOYEE RETIREMENT SYS	PERS HEALTH-APR	
			PERS HEALTH-APR	
			001.1150	9,661.46
			PERS HEALTH-APR	
			004.1150	1,140.10
			PERS HEALTH-APR	
			006.1150	468.58
			PERS HEALTH-APR	
			010.1150	732.94
			PERS HEALTH-APR	
			012.1150	180.22
			PERS HEALTH-APR	
			016.1150	180.22
			PERS HEALTH-APR	
			041.1150	369.37
			PERS HEALTH-APR	
			070.1150	310.56
			PERS HEALTH-APR	
			001.1450.3511	45.99
			PERS HEALTH-APR	
			041.9500.3515	2,400.00
			Total :	**15,489.44**
1001819944	4/6/2021	000004 PUBLIC EMPLOYEE RETIREMENT SYS	PERS RETIREMENT-APR	
			PERS RETIREMENT-APR	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
1001819944	4/6/2021	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			001.1450.3560	291.69
			Total :	291.69

63 Vouchers for bank code : wfb — Bank total : 1,527,016.94

63 Vouchers in this report — Total vouchers : 1,527,016.94

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 13, 2021

FROM: Joseph Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

REVIEWED BY: Chuck Dantuono, Director of Administrator Services/City Treasurer
Nancy Wayne, George Hills Company, Claims Adjusters

SUBJECT: Claim Consideration – Mercury Insurance as Subrogee of Robert Allspaw

RECOMMENDATION: George Hills Company recommends the City Council reject the claims.

BACKGROUND: The Claim was received in the City Clerk's Office on March 15, 2021. It was then sent to the City's claim adjuster, George Hills Company, who is recommending the claim be rejected.

C:\MyFiles\WPDATA\StaffReports\cc special STF.wpd

Approved _____	Motion _____	Second _____	Agenda Item No. 4
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

D Hugh
City Clerk

City Manager

GEORGE HILLS
Our minds over your matters.

April 2, 2021

Betty Hughes
City of Highland

RE:		
	Client:	City of Highland
	Claim Number:	GHC0035665
	Date of Loss:	10/26/2020
	Claimant:	Mercury Insurance/Robert Allspaw

Dear Ms. Hughes:

We have reviewed the above captioned claim and request that you take the action indicated below:

- **Please issue a standard rejection to commence the statute of limitations.**

Please provide us with a copy of the notice sent.

Should you have any questions, please feel free to contact the undersigned.

Kindest Regards,
George Hills Company, Inc.

Samantha Morgan

Samantha Morgan
Sr. Claims Adjuster
Direct Dial: (909)763-7475
Email: Samantha.morgan@georgehills.com

City of
HIGHLAND
Inc. 1987

March 15, 2021

Samantha Morgan
Senior Claims Adjuster
George Hills Company, Inc.
2910 Inland Empire Boulevard, Suite 104
Ontario, CA 91764

Re: Claimant(s): Mercury Insurance as Subrogee of Robert Allspaw
Incident Date: October 26, 2020

Dear Samantha:

Enclosed is a copy of a Claim received and filed in the Office of the City Clerk on March 15, 2021, by the above referenced claimant(s). Note: The location stated in the claim is not within the City of Highland's jurisdiction. Please review and advise this office on the appropriate action to be taken. This item will be tentatively scheduled for the City Council regular meeting of Tuesday, April 13, 2021, pending your recommendation.

If you have any questions, please contact Chuck Dantuono at (909) 864-6861, ext. 224 or myself at ext. 226.

Sincerely,

Betty Hughes

Betty Hughes, MMC
City Clerk

cc: Joseph Hughes, City Manager
Chuck Dantuono, Director of Administrative Services
Maricela Marroquin, City Attorney

claims/george hills letters/gh allspaw out of city ltr.docx

Mayor	Mayor Pro Tem	City Council	City Council	City Council	City Manager
Penny Lilburn	Larry McCallon	Jesse Chavez	Anaeli Solano	John P. Timmer	Joseph A. Hughes

27215 Base Line • Highland, CA 92346
Tel: 909.864.6861 • Fax: 909.862.3180 • www.cityofhighland.org

MERCURY INSURANCE

P.O. Box 10730
Santa Ana, CA 92711-0730

March 9, 2021

RECEIVED
MAR 15 2021
CITY OF HIGHLAND
CITY CLERK

CITY OF HIGHLAND
27215 Base Line
Highland, CA 92346

RE: OUR INSURED: Robert Allspaw
OUR CLAIM NUMBER: CAPA-01508988
DATE OF LOSS: OCTOBER 26, 2020
YOUR INSURED:
YOUR FILE NUMBER:

DEAR CITY OF HIGHLAND:

We have obtained information suggesting that the damages incurred from the above-referenced loss were caused by your insured's negligence.

Enclosed for your review, please find copies of our supporting documentation. The breakdown of our payments is as follows:

Initial Repairs	$9,555.66
Deductible	$500.00
Supplements	
Rental Expense	$1,365.15
Out of Pocket Expense	
Other	
Salvage	
VLF, if applicable	
Total	$11,420.81
Total Amount Due	$11,420.81

Other:
Please review for payment.

If we receive a payment that is less than the amount shown above, it will be processed and applied as a partial payment only. This will not indicate any acceptance of liability or agreement to compromise the claim amount. Note that "Full or final settlement" or similar wording, whether on the payment itself or on accompanying correspondence, does not function as a release.

Should you have any questions or need additional information, please do not hesitate to contact me. Thank you for your cooperation.

Sincerely,
Mercury Insurance Company

Claims Department
888-263-7287

Encl.

C21 07/2015

RECEIVED

MAR 15 2021

CITY OF HIGHLAND
CITY CLERK

Do not write in this space.
For office use only:

Received: 3.15.2021

By: Bthigi

☑ Mail ☐ In person

CLAIM AGAINST THE CITY OF HIGHLAND

(For damages to persons or personal property)

A claim must be filed with the City Clerk within 180 days after which the incident or event occurred. Be sure your claim is against the City of Highland and not another public entity. Where space is insufficient, please use additional paper and identify information by paragraph number. Completed claims must be mailed or delivered to:

CITY CLERK, CITY OF HIGHLAND
27215 BASE LINE
HIGHLAND CA 92346
(909) 864-6861, ext. 226

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM, PENAL CODE S72; INSURANCE CODE S556.1.

NOTICE: PER GOVERNMENT CODE SECTION 910.4, THIS FORM MUST BE USED IN ORDER TO COMPLY WITH SECTIONS 910 AND 910.2 OF THE GOVERNMENT CODE.

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HIGHLAND:

The undersigned respectfully submits the following claim and information relative to damage to persons and/or personal property:

1. Name of Claimant Robert Allspaw

   a. Complete Address of Claimant, including City, State and Zip Code:

   333 S Ash St.

   Redlands, CA 92373

   b. Phone Number (909) 728-2978

   c. Date of Birth 8/20/1969

d. Driver's License/State Identification Card Number:

Issued by which State: CA

__X__ Driver's License _____ Identification Card

Expiration Date:

2. Name, telephone and address to which claimant desires notices to be sent, if other than above:

Mercury Insurance (888) 263-7287

P.O.Box 10730, Santa Ana, CA 92711

3. Occurrence or event from which the claim arises:

a. Date of occurrence 10/26/2020

b. Time of occurrence 2:00pm

c. Place of occurrence (Exact and specific location)

3455 E Highland Ave

Highland, CA

d. How and under what circumstances did damage or injury occur? Specify the particular occurrence, event, act or omission you claim caused the injury or damage (use additional paper if necessary).

Tree fell on vehicle

e. What particular action by the City, or its employees, caused the alleged damage or injury?

City owned tree

4. A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim. If there were no injuries, state "no injuries".

REAR HATCH AND REAR WINDOW BROKEN.

REAR REFLECTORS BROKE, REAR VIEW CAMERA DAMAGED.

DRIVERSIDE & PASSENGER REAR QUARTER PANELS BY WINDOWS. ROOF DAMAGED.

5. Give the name(s) of the City employee(s) causing the damage or injury:

6. Name and address of any other person injured:

7. Name and address of the owner of any damaged property:

8. Damages Claimed:

   a. Amount claimed as of this date: $_____

   b. Estimate amount of future costs: $_____

   c. Total amount claimed: $11,420.81

   d. Basis for computation of amounts claimed. **Include copies of all bills, invoices, estimates, etc.**:

Repairs $9,555.66 Deductible $500.00

Rental $1,365.15

9. Names and addresses of all witnesses, hospitals, doctors, etc.

a. _____

b. _____

c. _____

d. _____

e. _____

10. Any additional information which might be helpful in considering this claim:

_____

_____

_____

_____

_____

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM, PENAL CODE S72; INSURANCE CODE S556.1.

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Signed at: Brea, Ca
City and State

Date: 3/9/21 Chris Valencia on behalf of Mercury Insurance
Signature of Claimant

Chris Valencia
Printed name of person signing above

Financials (Total Incurred: $10,920.81): Summary

Scheduled Send D	Issue Date	Check Number	Check Type	Pay To	Amount	Status
12/11/2020	12/11/2020	E001420534	Indemnity	FIX AUTO REDLANDS	$9,555.66	Cleared
11/30/2020	11/30/2020	E001412387	Indemnity	ENTERPRISE RENT-A-CAR	$1,365.15	Cleared

ARMS **MERCURY INSURANCE SERVICES**

Rental Company: Enterprise Rent-A-Car
Invoice: 3269D1MWKFQ
Alternate Invoice Number: 1MWKFQ

Bill To: MER32CC
MERCURY INSURANCE SERVICES
ATTN:UNIT .RENTAL
PO BOX 1150
BREA, CA 928221150

RENTER INFORMATION:
Renter: ENGE,JEANINE E
Address: [redacted]
Home Phone: [redacted]
Office Phone: (626) 447-1624

RENTAL INFORMATION:
Rental Branch Location:
ENTERPRISE RENT-A-CAR(3269)
1325 INDUSTRIAL PARK AVE
REDLANDS, CA 923742826

ADDITIONAL CLAIM INFORMATION:
Claim Number: CAPA-01508988
Claim Type: Insured
Vehicle Condition: Driveable
Date Of Loss: 10/26/2020
Insured Name:
Owner's Vehicle: 2016 DODGE DURANGO
Department Code:
Branch/ Unit#: 0030
Best Contact #:
Claimant # for Payment:
Application: GWCC
CARS Shop Type: Yes

Repair Facility:
FIX AUTO - REDLANDS
REDLANDS, CA 923738008
(909) 307-1077

RENTAL DETAIL:
Rental Period: 10/27/2020 to 11/24/2020 (29 days)
Billed Period: 10/27/2020 to 11/24/2020 (29 days)

Description	Quantity	Rate	Amount
TIME & DISTANCE	29	$41.99	$1217.71
REFUELING CHARGE	1	$0.00	$0.00
VEHICLE LICENSE RECOVERY FEE	29	$1.83	$53.07
SALES TAX	1	7.75%	$94.37
Total Charges:			$1365.15
Less Amount Received:			$0.00
Total Amount Due:			**$1365.15**

VEHICLES RENTED:

Effective Date	Time	Year	Make	Model	VIN	Mileage
10/27/2020	10:12 AM	2020	FORD	EDGE	2FMPK3K99LBA55941	854

Rental Invoice

Please Return This Portion with Remittance

Make Payment To:
ENTERPRISE RENT-A-CAR (32LB)
FILE 50727
LOS ANGELES, CA 900740727
Federal ID: 95-3475810

Total Charges: $1365.15
Less Amount Received: $0.00
Total Amount Due..... **$1365.15**
Please Include on your Check:
Invoice:3269D1MWKFQ

FIX Auto Redlands
1976 Essex Court, Redlands, CA 92374-8008
Office: (909) 307-1077
Fax: (909) 792-3871
maureen.holmes@fixauto.com

FINAL

Estimate ID
5907895
S1

Claim Number
CAPA-0150898800
101

Owner
Jeanine Allspaw

Insured
Robert Allspaw

Appraiser
DIANA RUELAS
diana.ruelas@fixauto.com

Classification
None

Supplemented By
DIANA RUELAS
diana.ruelas@fixauto.com

Classification
None

MERCURY INSURANCE GROUP

Loss Type	Claim Number	Policy Number	Adjuster
Comprehensive	CAPA-0150898800101	040108160129260	Dylan Vazquez (888) 263-7287+22733 (Work)
Deductible	**Reported Date**	**Loss Date**	**Inspection Site**
500.00 - Not Waived	10/26/2020	10/26/2020	FIX AUTO REDLANDS 1976 ESSEX CT REDLANDS, CA 92374-8008

2016 Dodge Durango Limited 4 Door Utility 3.6L 6 Cyl Gas Injected RWD

Exterior Color	License	VIN	Condition
PBU (True Blue Pearl)	CA-7TPC206	1C4RDHDG1GC397678	Good
Drivable	**Odometer**	**Production Date**	**Mitchell Service Code**
Yes	49278	04/2016	911653

Primary Point of Impact
Non-Collision (16)

Prior Damage Notes
Left front bumper and fender.

Options

Air Conditioning	Alum/Alloy Wheels	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)	Auto Air Condition
Automatic Headlights	Auxiliary Input	Bluetooth Wireless Connectivity	Cruise Control	Daytime Running Lights
Driver Seat With Power Lumbar Support	Driver-Front Air Bag	Dual A/C	Electric Defogger	Electronic Parking Aid

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Electronic Stability Control	Exterior Memory Mirrors	First Row Bucket Seat	Fog Lights	Front Heated Seats
Front Seats With Power Lumbar Support	Genuine Wood Trim	Heated Mirror	Heated Seats	Heated Steering Wheel
Interior Automatic Day/Night Or Electrochromatic Mirror	Keyless Entry System	Leather Seats	Leather Steering Wheel	Left-Curtain Air Bag
Luggage Rack	Memory Seats	MP3 Player	Passenger-Front Air Bag	Power Door Locks
Power Driver Seat	Power Passenger Seat	Power Remote Mirror	Power Steering	Power Windows
Privacy Glass	Rear Bench Seat	Rear Gate Wiper	Rear Heating, Ventilation & Air Conditioning	Rearview Camera
Remote Vehicle Starter System	Satellite Radio	Second Row Side Airbag With Head Protection	Side Airbags	Smart Key System
Steering Wheel Mounted Audio Control	Telematic Systems	Theft Deterrent Sys.	Third Row Seat	Tilt Steering Wheel
Tire Pressure Monitoring System	Traction Control/Electronic	Trip Computer	Universal Garage Door Opener	

Robert Allspaw | 2016 Dodge Durango Limited

Parts Profile	Parts Profile Version
CA CARS Shop Profile	21.0

				LABOR			PART			
Line #		Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
Rocker / Pillars / Floor											
1	101666	R Roof Rail	Blend	Refinish	0.8# C	0.8	Existing				
2	101667	L Roof Rail	Blend	Refinish	0.8# C	0.8	Existing				
Rear Door											
3	101465	R Rear Door Repair Panel	Repair	Body	2.0#*	5.9	Existing				
4	AUTO	R Rear Door Outside	Refinish Only	Refinish	2.3 C	2.3	Existing				
5	101468	L Rear Door Repair Panel	Repair	Body	2.0#*	5.9	Existing				
6	AUTO	L Rear Door Outside	Refinish Only	Refinish	2.1 C	2.3	Existing				
7	101816	R Rear Otr Door Belt Moulding	Remove/Replace	Body	0.4	0.4	New	55399162AC	1	$76.50	Yes
8	101817	L Rear Otr Door Belt Moulding	Remove/Replace	Body	0.4	0.4	New	55399163AC	1	$76.50	Yes
9	102679	R Rear Door Protector	Remove/Replace	Body	0.2#	0.2	New	68088806AA	1	$50.00	Yes
10	102680	L Rear Door Protector	Remove/Replace	Body	0.2#	0.2	New	68088807AA	1	$50.00	Yes
11	101033	R Rear Door Trim Panel	Remove/Install	Body	0.4	0.4	Existing				
12	101034	L Rear Door Trim Panel	Remove/Install	Body	0.4	0.4	Existing				
13	101732	R Rear Upr Door Trim	Remove/Install	Body	0.2#	0.2	Existing				
14	101733	L Rear Upr Door Trim	Remove/Install	Body	0.2#	0.2	Existing				
15	101742	R Rear Otr Door Handle	Remove/Install	Body	0.3#	0.3	Existing				
16	101743	L Rear Otr Door Handle	Remove/Install	Body	0.3#	0.3	Existing				
Roof											
17	101097	Roof Panel	Repair	Body	5.0#*	22.0	Existing				
18	AUTO	Roof Panel Outside	Refinish Only	Refinish	3.5 C	3.9	Existing				
19	101088	Roof Antenna	Remove/Install	Body	0.3#	0.3	Existing				
20	101089	R Roof Moulding	Remove/Replace	Body	0.4	0.4	New	55079372AE	1	$71.75	Yes
21	101090	L Roof Moulding	Remove/Replace	Body	0.4	0.4	New	55079373AE	1	$73.35	Yes
22	101768	Roof Headliner	Remove/Install	Body	2.0#*	4.3	Existing				
23	900501	Loosen Headliner for access to remove roof antenna.									
24	101217	R Roof Rack Assembly	Remove/Replace	Body	0.4	0.4	New	68079438AA	1	$289.00	Yes

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		LABOR				PART				
Line #	Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
25 101218	L Roof Rack Assembly	Remove/Replace	Body	0.4	0.4	New	68079439AA	1	$289.00	Yes
26 900500	Basecoat Reduction on Roof Panel	Repair	Refinish*	-0.3*	0.0	Existing				
Quarter Panel										
27 100871	L Fuel Door	Blend	Refinish	INC# C	0.3	Existing				
28 101146	R Quarter Outer Panel	Repair	Body	7.0*	19.2	Existing				
29 AUTO	R Quarter Panel Outside	Refinish Only	Refinish	1.9 C	2.3	Existing				
30 101147	L Quarter Outer Panel	Repair	Body	17.0*	19.7	Existing				
31 AUTO	L Quarter Panel Outside	Refinish Only	Refinish	1.9 C	2.3	Existing				
32 101180	L Quarter Fuel Door	Remove/Install	Body	0.3r	0.3	Existing				
33 101509	R Quarter Wheel Opening Mldg	Remove/Install	Body	INC	0.4	Existing				
34 101510	L Quarter Wheel Opening Mldg	Remove/Install	Body	INC	0.4	Existing				
35 101184	R Quarter Rivet (3 @ $7.95)	Remove/Replace	Body	0.0	0.0	New	6500911	3	$23.85	Yes
36 101185	L Quarter Rivet (3 @ $7.95)	Remove/Replace	Body	0.0	0.0	New	6500911	3	$23.85	Yes
37 101209	R Rear Upr Quarter Trim Panel Cover	Remove/Install	Body	0.2r#	0.2	Existing				
38 101210	L Rear Upr Quarter Trim Panel Cover	Remove/Install	Body	0.2r#	0.2	Existing				
39 101211	R Rear Upr Quarter Trim Panel	Remove/Install	Body	0.1r#	0.4	Existing				
40 101212	L Rear Upr Quarter Trim Panel	Remove/Install	Body	0.1r#	0.4	Existing				
Quarter Glass										
S1 41 100630	R Qtr Glass Stationary	Remove/Replace	Glass	0.0#*	2.0	Sublet		1	$60.00*	
S1 42 900510	Line Markup 20.0%								$12.00	
43 900500	Urethane Glass Kit	Remove/Replace	Body*	0.0*	0.0	Aftermarket New		1	$12.00*	Yes
S1 44 100631	L Qtr Glass Stationary	Remove/Replace	Glass	0.0#*	2.0	Sublet		1	$60.00*	
S1 45 900510	Line Markup 20.0%								$12.00	
46 900500	Urethane Glass Kit	Remove/Replace	Body*	0.0*	0.0	Aftermarket New		1	$12.00*	Yes
Liftgate										
S1 47 100926	Liftgate Shell	Remove/Replace	Body	5.7#	5.7	Qual Recycled Part		1	$1,395.00*	Yes
S1 48 900510	Line Markup 20.0%								$279.00	
S1 49 AUTO	Liftgate Outside	Refinish Only	Refinish	2.2 C	2.6					
S1 50 AUTO	Liftgate Jambs & Interior	Refinish Only	Refinish	1.0 C	1.0					
51 100944	Liftgate Opening Weatherstrip	Remove/Replace	Body	0.4	0.4	New	55399175AE	1	$177.00	Yes
52 101473	Liftgate Spoiler	Remove/Replace	Body	0.7#	1.0	New	68105149AD	1	$472.00	Yes
53 AUTO	Liftgate Spoiler	Refinish Only	Refinish	1.6 C	1.6					
54 101478	Liftgate Adhesive Nameplate	Remove/Replace	Body	0.1	0.2	New	55079299AC	1	$77.60	Yes
55 101857	Liftgate Adhesive Nameplate	Remove/Replace	Body	0.1	0.2	New	68165751AA	1	$61.70	Yes
56 101511	Upr Liftgate Trim Panel	Remove/Install	Body	INC#	0.2	Existing				
57 101474	Lwr Liftgate Inner Trim Panel	Remove/Replace	Body	INC	0.4	New	5LE61DX9AD	1	$249.00	Yes
58 101484	R Liftgate Insert	Remove/Replace	Body	0.0	0.0	New	1UA33DX9AA	1	$30.00	Yes
59 101487	Upr Liftgate Trim Panel	Remove/Install	Body	INC	0.3	Existing				
S1 60 100919	Liftgate Glass	Remove/Replace	Glass	INC#	2.8	Aftermarket New		1	$245.00*	Yes
S1 61 900510	Line Markup 20.0%								$49.00	
S1 62 AUTO	Liftgate Spoiler	Remove/Install	Body	INC#	0.8					
S1 63 100925	Liftgate Glass Adhesive	Remove/Replace	Body	0.0*	0.0	Sublet		1	$10.00*	

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			LABOR				PART			
Line #		Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
S1	64 900510	Line Markup 20.0%								$2.00	
	65 101488	Liftgate Wiper Blade	Remove/Replace	Body	INC	0.1	New	68079869AA	1	$21.50	Yes
	66 101489	Liftgate Wiper Arm	Remove/Replace	Body	INC#	0.2	New	68079870AA	1	$57.60	Yes
	67 101490	Liftgate Wiper Arm Cap	Remove/Replace	Body	0.0	0.0	New	68077939AA	1	$20.35	Yes
	68 101491	Liftgate Nut	Remove/Replace	Body	INC	0.0	New	6101694	1	$5.50	Yes
	69 101493	Liftgate Wiper Motor	Remove/Replace	Body	INC#	0.3	New	68229937AA	1	$122.00	Yes
	70 101494	Liftgate Screw (2 @ $1.75)	Remove/Replace	Body	INC	0.0	New	6510236AA	2	$3.50	Yes
	71 101498	Liftgate Screw	Remove/Replace	Body	INC	0.0	New	6510237AA	1	$2.10	Yes
	72 101495	Liftgate Damper	Remove/Replace	Body	INC	0.0	New	55000956AC	1	$81.95	Yes
	73 101496	Liftgate Washer Nozzle	Remove/Replace	Body	INC#	0.2	New	5182203AB	1	$30.25	Yes
	74 101497	Liftgate Washer Hose	Remove/Replace	Body	0.0	0.0	New	68275596AA	1	$12.20*	Yes
S1	75 900500	Transfer Liftgate Glass	Remove/Replace	Body*	0.0*	0.0	Sublet		1	$70.00*	
S1	76 900510	Line Markup 20.0%								$14.00	
Special / Manual Entry											
S1	77 900500	Pre Repair Test Drive	Remove/Replace	Body*	0.0*	0.0	Sublet		1	$65.00*	
S1	78 900510	Line Markup 20.0%								$13.00	
S1	79 900500	Post Repair Test Drive	Remove/Replace	Body*	0.0*	0.0	Sublet		1	$65.00*	
S1	80 900510	Line Markup 20.0%								$13.00	
Rear Lamps											
	81 101514	R Rear Combination Lamp	Remove/Install	Body	0.3	0.3	Existing				
	82 101515	L Rear Combination Lamp	Remove/Install	Body	0.3	0.3	Existing				
S1	83 102350	Rear Combination Lamp Assembly	Remove/Replace	Body	INC#	0.5	New	68453659AA	1	$1,000.00	Yes
S1	84 AUTO	Lwr Liftgate Trim Panel	Remove/Install	Body	INC	0.4					
	85 100487	High Mount Stop Lamp	Remove/Replace	Body	INC#	0.2	New	53030754AG	1	$83.30*	Yes
Rear Bumper											
	86 101781	Rear Bumper Cover	Remove/Install	Body	1.5#	1.5	Existing				
Additional Costs & Materials											
	87 AUTO	Paint/Materials	Additional Cost							$500.00*	Yes
Additional Operations											
	88 933024	Broken Glass Cleanup	Additional Operation	Glass	1.0*	0.0				$0.00	
	89 931127	Pre Repair Scan	Additional Operation	Mechanical	0.5*	0.0				$0.00	
	90 931128	Post Repair Scan	Additional Operation	Mechanical	0.5*	0.0				$0.00	
	91 933018	MASK FOR OVERSPRAY	Additional Operation	Body*	0.0*	0.0				$10.00*	
	92 933017	COLOR SAND & BUFF	Additional Operation	Body*	3.0*	0.0				$0.00	
	93 900501	.5 PER PANEL									
	94 933003	TINT COLOR	Additional Operation	Body*	0.5*	0.0				$0.00	
	95 AUTO	Clear Coat	Additional Operation	Refinish	2.5*	0.0				$0.00	

* Judgment Item

T Included in Two Tone Calculation

C Included in Clear Coat Calculation

A Included in Clear Coat and Two Tone Calculation

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Labor Note Applies
d Discontinued by Manufacturer

r CEG R&R Time Used for this Labor Operation

Disclaimer: Recycled part pricing may represent either actual pricing (the price at which the recycler is willing to sell the part for in its existing condition) or undamaged pricing (the price at which the recycler would sell the part if it was in undamaged condition). If you are unsure, please contact the automotive recycler.

Estimate Totals

Labor	Units	Rate	Sublet Add'l Amount		Totals
Refinish Labor	20.3	$44.00			$893.20
Body Labor	53.4	$44.00	$10.00		$2,359.60
Glass Labor	1.0	$44.00			$44.00
Mechanical Labor	1.0	$63.00			$63.00
Total Labor	75.7				$3,359.80
				Taxable	$0.00
				Tax (0.000)%	$0.00
				Non-Taxable	$3,359.80
				Labor Total	$3,359.80

Parts	Amount		
Taxable Parts	$5,195.35		$5,195.35
		Parts Adjustments	$217.39
		Tax (7.750)%	$414.37
		Non-Taxable	$330.00
		Parts Total	$6,157.11

Costs	Amount		
Other Additional Costs	$0.00		$0.00
Paint Materials	$500.00		$500.00
		Taxable	$500.00
Paint Materials Rate: $34.00		Tax (7.750)%	$38.75
Rate Max: 99.9 units		Non-Taxable	$0.00
Additional Rate: $0.00		Costs Total	$538.75

Gross Totals	Amount		
Gross Total	$10,055.66		$10,055.66
		Taxable	$5,846.74
		Tax	$453.12
		Non-Taxable	$3,755.80
		Gross Total	$10,055.66

Adjustments	Amount	
Deductible	-$500.00	-$500.00
Total Customer Responsibility		-$500.00

Net Estimate Total	**$9,555.66**
Less Original Net Total	$8,361.74
Net Supplement Amount	$1,193.92
S1: DIANA RUELAS	$1,193.92

If your windshield is listed as being replaced, adhesive cure time

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will prevent the operation of your vehicle on the road for 24 hours

from installation.

PURSUANT TO CALIFORNIA CODE OF REGULATIONS, TITLE 10, CHAPTER 5,

SUBCHAPTER 7.5, SECTION 2695.8 THE INSURER WARRANTS THAT ANY

NON-ORIGINAL EQUIPMENT MANUFACTURER PARTS SPECIFIED IN THIS ESTIMATE

ARE AT LEAST EQUAL TO THE ORIGINAL EQUIPMENT MANUFACTURER PARTS IN

TERMS OF KIND, QUALITY, SAFETY, FIT AND PERFORMANCE.

**********Inspection Summary Information**********
Vehicle arrival date? 10/27/2020
Was vehicle driven in, towed in or delivered by Road America? Driven
Inspection date? 10/29/2020
Number of business days to repair? 20
Was the estimate given to the owner? Yes
Send payment to facility? Yes
Is the vehicle a Partial Loss or a Total Loss? Partial Loss
**********CARS Alternate Part Summary**********
Were Alternate Parts available? Yes
Name of Alternate Part reference source? Keystone
Alternate Part reference phone number? 8009622277

Cycle Time Information

Due In	10/27/2020
Estimated Completion Date	11/23/2020
Arrived At Shop	10/27/2020

Estimate Event Log

Job Created	10/26/2020 05:24 PM
Supplement 1 Started	10/29/2020 04:21 PM
Supplement 1 Printed	12/10/2020 09:46 AM
Supplement 1 Committed	12/10/2020 09:46 AM

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Date: 12/10/2020 9:46:28 AM
Estimate ID: 5907895
Supplement: 1 - 12/10/2020 9:46:27 AM
Profile ID: MERCURY

Supplement Delta Report
Comparison of Estimate 5907895 Supplement 0 and Supplement 1

Damage Assessed By: DIANA RUELAS
Supplemented By: DIANA RUELAS

Insured: Robert Allspaw
Owner: Jeanine Allspaw
Vehicle Description: 2016 Dodge Durango Limited
Date of Loss: 10/26/2020

Line Item	Labor Type	Operation	Line Item Description	Part Type/Num	Dollar Amount	Labor Units	CEG Unit
Changed Entries							
39	Body	REMOVE/INSTALL	R Rear Upr Quarter Trim Panel	Existing Existing	0.00	INC	0.4
39	Body	REMOVE/INSTALL	R Rear Upr Quarter Trim Panel	Existing Existing	0.00	0.1<	0.4
40	Body	REMOVE/INSTALL	L Rear Upr Quarter Trim Panel	Existing Existing	0.00	INC	0.4
40	Body	REMOVE/INSTALL	L Rear Upr Quarter Trim Panel	Existing Existing	0.00	0.1<	0.4
45	Body	REMOVE/REPLACE	Liftgate Shell	Recycled Qual Recycled Part	775.00*	5.4	5.7T
47<	Body	REMOVE/REPLACE	Liftgate Shell	Recycled Qual Recycled Part	1395.00* <	5.7<	5.7T
46		LINE MARKUP	Line Markup 20.0%		155.00		
48<		LINE MARKUP	Line Markup 20.0%		279.00		
50	Body	REMOVE/REPLACE	Liftgate Spoiler	New 68105149AD	472.00	0.5	1.0T
52<	Body	REMOVE/REPLACE	Liftgate Spoiler	New 68105149AD	472.00	0.7<	1.0T
58	Glass	REMOVE/REPLACE	Liftgate Glass	Aftermarket New Aftermarket New	350.00*	INC	2.8T
60<	Glass	REMOVE/REPLACE	Liftgate Glass	Aftermarket New Aftermarket New	245.00*<	INC	2.8T

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60	Body	REMOVE/REPLACE	Liftgate Glass Adhesive	New N.A.	15.00*	0.0	0.0T
63<	Body	REMOVE/REPLACE	Liftgate Glass Adhesive	Sublet< Sublet	10.00*<	0.0*	0.0<
74	Body	REMOVE/REPLACE	Rear Combination Lamp Assembly	Recycled Qual Recycled Part	620.00*	INC	0.5T
83<	Body	REMOVE/REPLACE	Rear Combination Lamp Assembly	New< 68453659AA	1000.00<	INC	0.5T

Deleted Entries

41	Glass	REMOVE/INSTALL	R Quarter Glass	Existing Existing	0.00	2.0	2.3
42	Glass	REMOVE/INSTALL	L Quarter Glass	Existing Existing	0.00	2.0	2.3
65	Body	REMOVE/REPLACE	Liftgate Grommet	New 55079206AA	4.70	INC	0.0T
75		LINE MARKUP	Line Markup 20.0%		124.00		

Added Entries

41	Glass	REMOVE/REPLACE	R Qtr Glass Stationary	Sublet Sublet	60.00*	0.0*	2.0
42		LINE MARKUP	Line Markup 20.0%		12.00		
44	Glass	REMOVE/REPLACE	L Qtr Glass Stationary	Sublet Sublet	60.00*	0.0*	2.0
45		LINE MARKUP	Line Markup 20.0%		12.00		
61		LINE MARKUP	Line Markup 20.0%		49.00		
64		LINE MARKUP	Line Markup 20.0%		2.00		
75	Body	REMOVE/REPLACE	Transfer Liftgate Glass	Sublet Sublet	70.00*	0.0*	0.0
76		LINE MARKUP	Line Markup 20.0%		14.00		
77	Body	REMOVE/REPLACE	Pre Repair Test Drive	Sublet Sublet	65.00*	0.0*	0.0
78		LINE MARKUP	Line Markup 20.0%		13.00		
79	Body	REMOVE/REPLACE	Post Repair Test Drive	Sublet Sublet	65.00*	0.0*	0.0
80		LINE MARKUP	Line Markup 20.0%		13.00		

Global Changes

No Deductible, Deductible Reduction Credit, Customer Responsibility, Labor Rate, or Part Adjustment changes were made.

	Amount
Original	8,361.74

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Estimate Supplement 1	1,193.92	
Orig Total Tax	385.29	
Supp 1 Total Tax	453.12	
Net Supplement Amount		1,193.92
Net Total		9,555.66

	Program Calc Version	Data Versions
Supp 0	34	OCT_20_V
Supp 1	15	OCT_20_V

Software Version: 20.4

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Claim: CAPA-0150898800101 01

JEANINE ALLSPAW

IMG_3455.JPG

IMG_3456.JPG

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Claim: CAPA-0150898800101 01

JEANINE ALLSPAW

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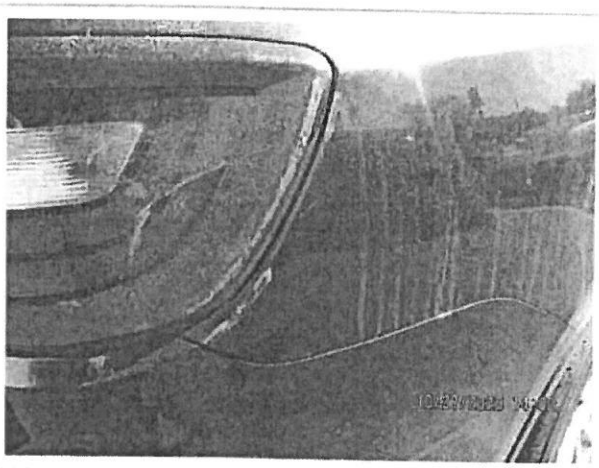

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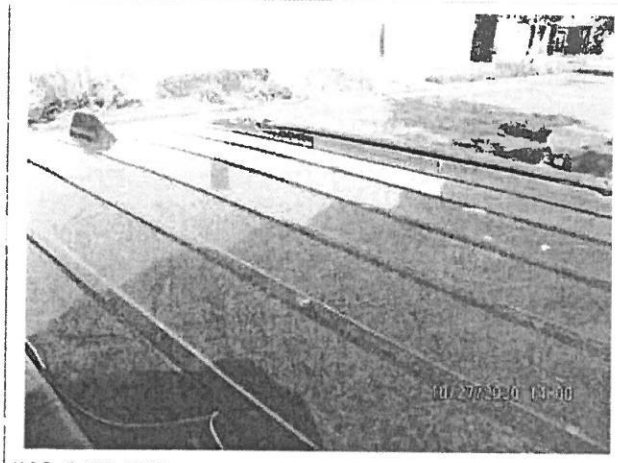
Claim: CAPA-0150898800101 01

JEANINE ALLSPAW



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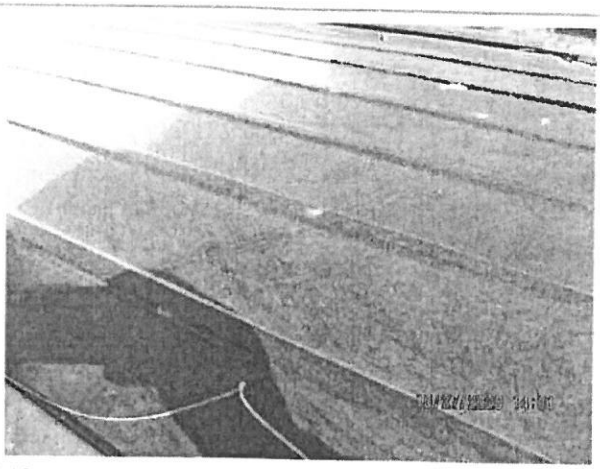

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Claim: CAPA-0150898800101 01 **JEANINE ALLSPAW**

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Claim: CAPA-0150898800101 01

JEANINE ALLSPAW

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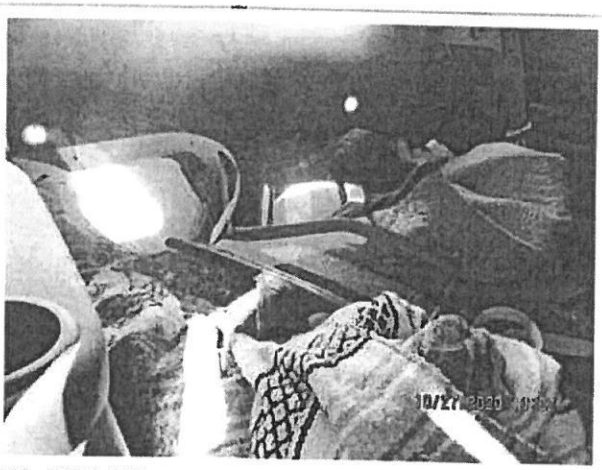

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Claim: CAPA-0150898800101 01 **JEANINE ALLSPAW**

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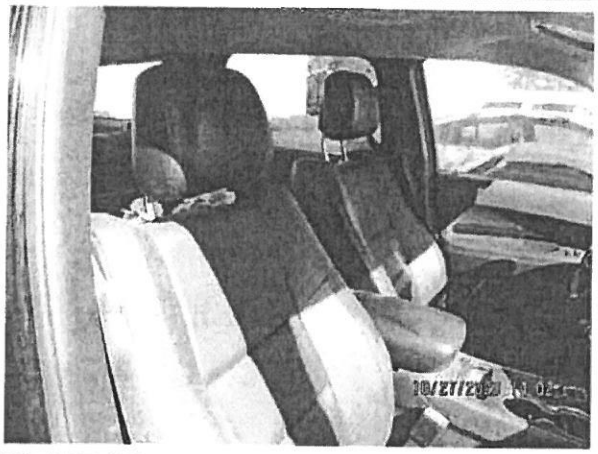

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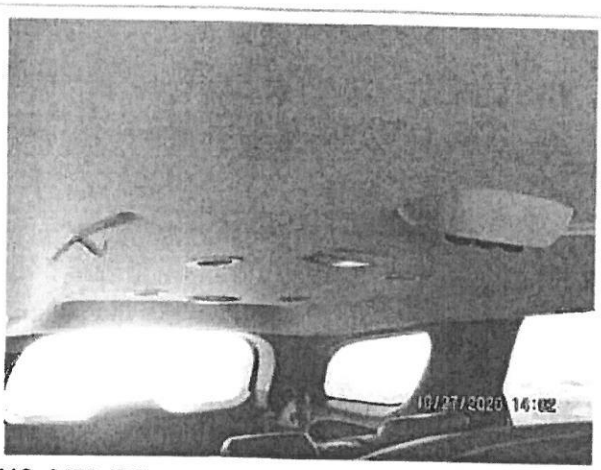

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Claim: CAPA-0150898800101 01

JEANINE ALLSPAW

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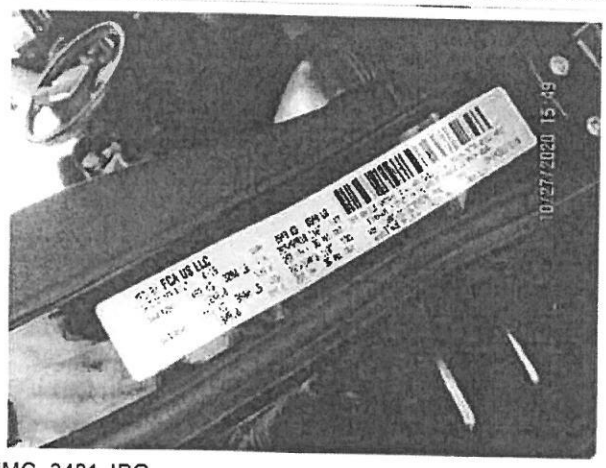

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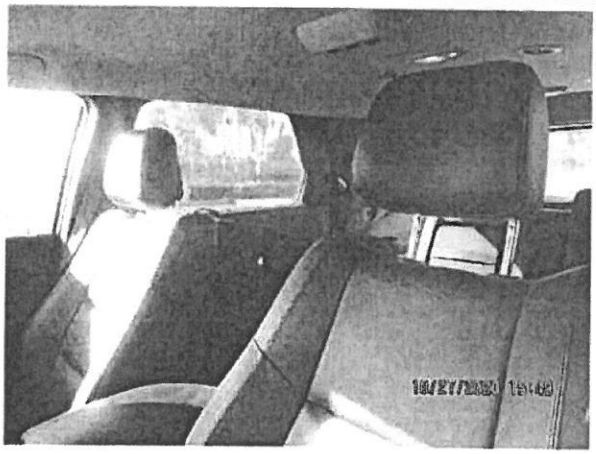

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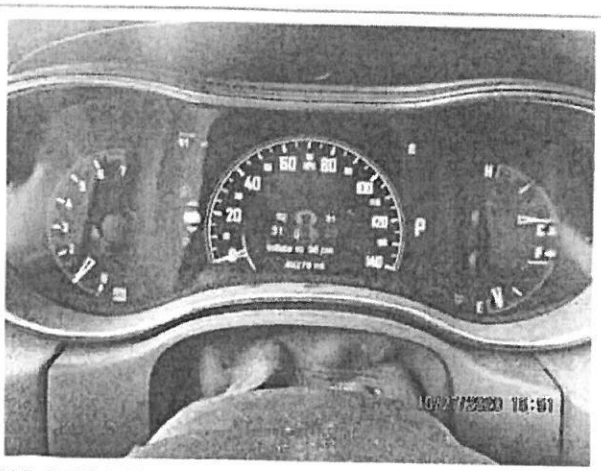

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Claim: CAPA-0150898800101 01

JEANINE ALLSPAW

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Claim: CAPA-0150898800101 01

JEANINE ALLSPAW

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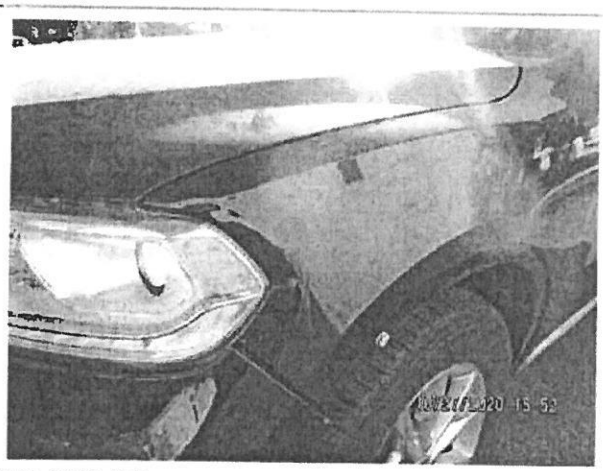

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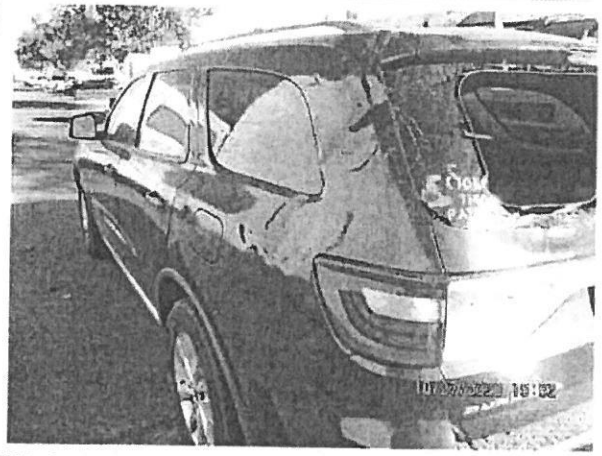
Claim: CAPA-0150898800101 01

JEANINE ALLSPAW



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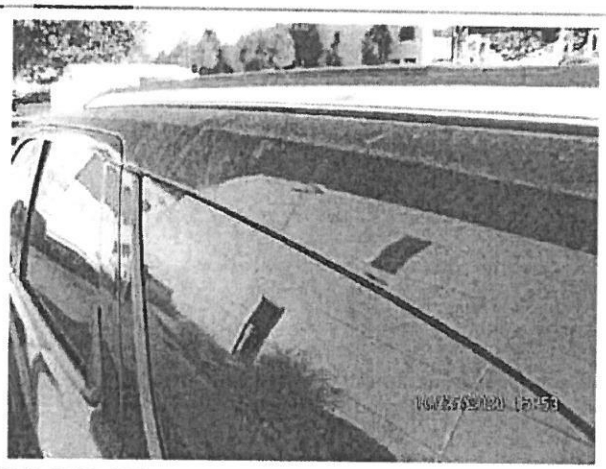

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Claim: CAPA-0150898800101 01

JEANINE ALLSPAW

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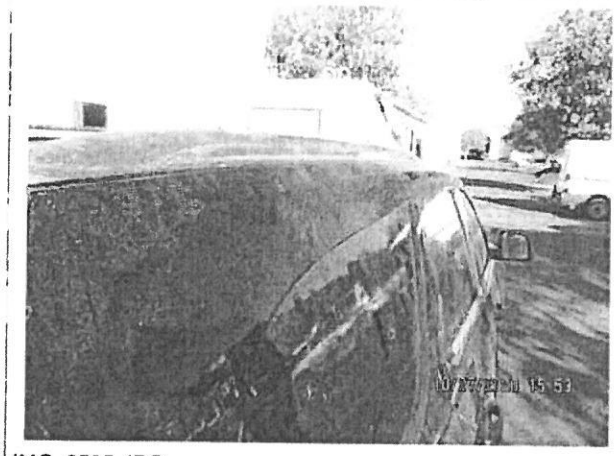
Claim: CAPA-0150898800101 01 **JEANINE ALLSPAW**



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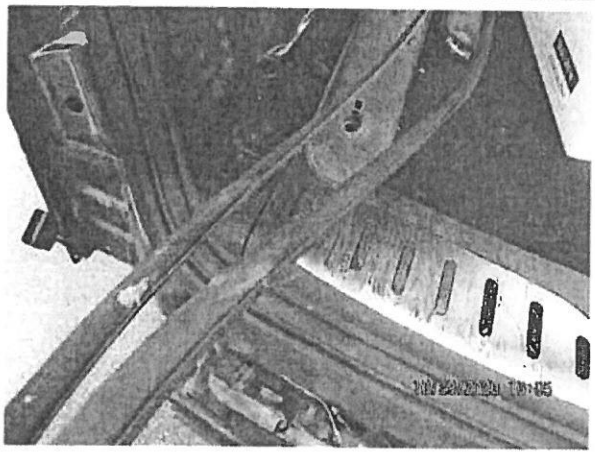

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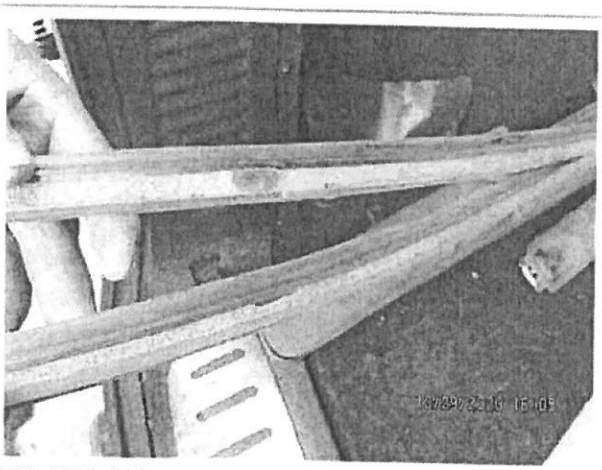

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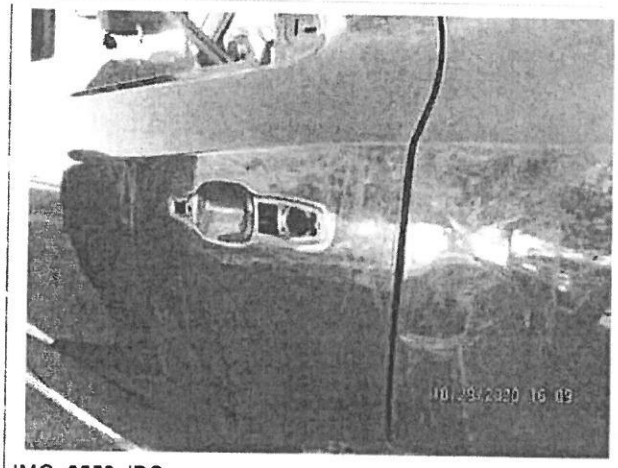
Claim: CAPA-0150898800101 01

JEANINE ALLSPAW



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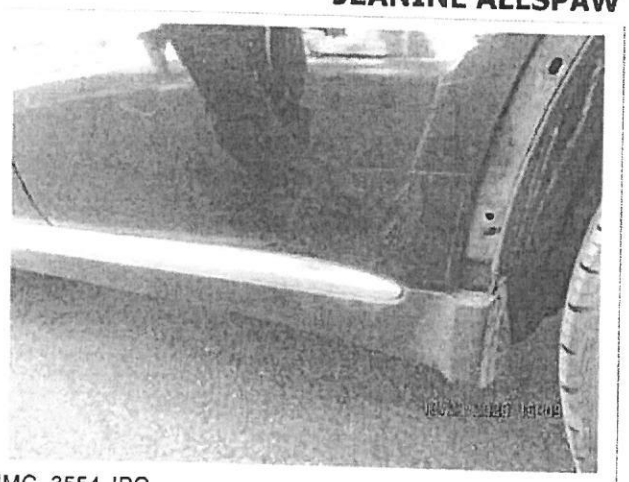

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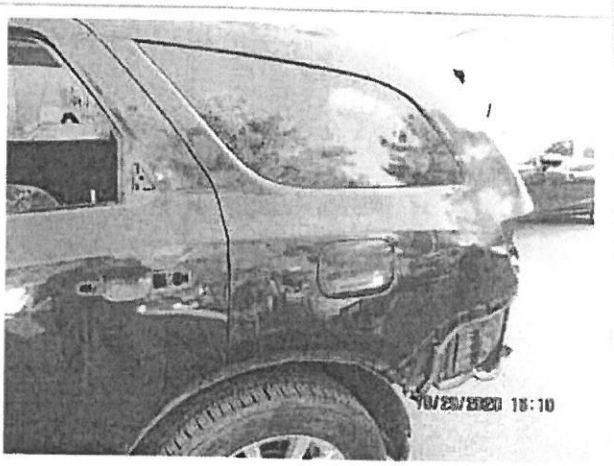

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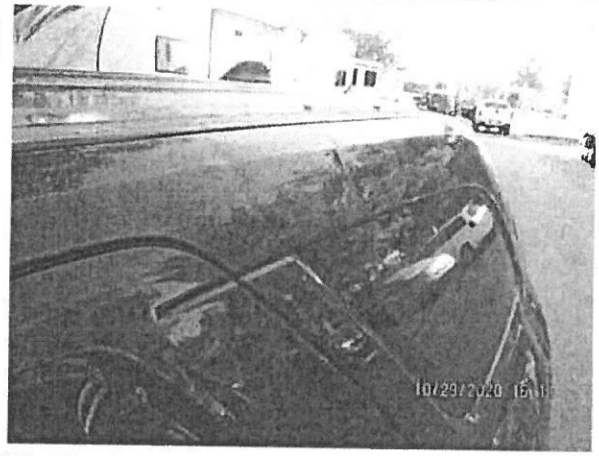
Claim: CAPA-0150898800101 01

JEANINE ALLSPAW



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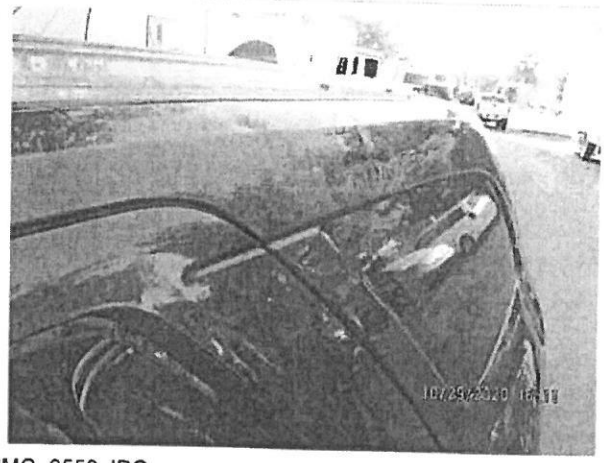

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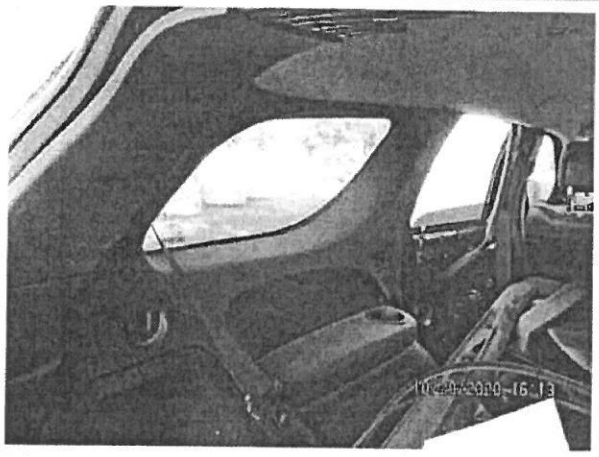

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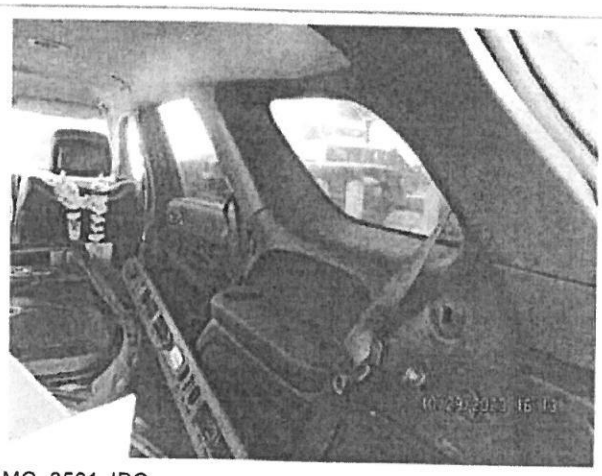

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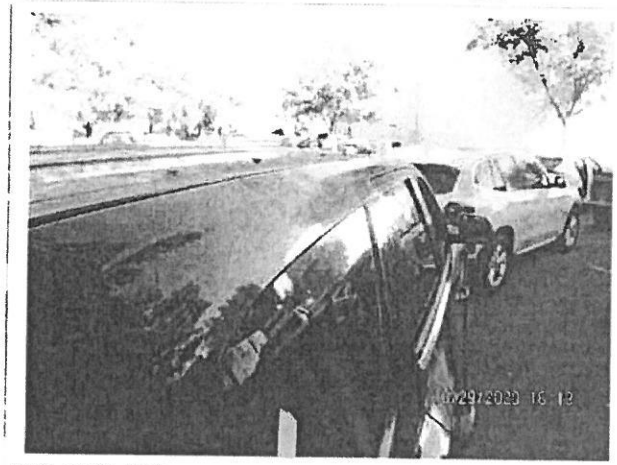
Claim: CAPA-0150898800101 01

JEANINE ALLSPAW



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IMG_3565.JPG

Claim: CAPA-0150898800101 01

JEANINE ALLSPAW

IMG_3566.JPG

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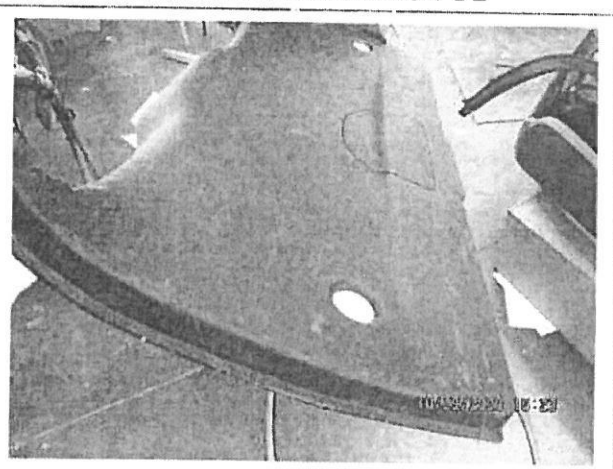
IMG_3569.JPG

Claim: CAPA-0150898800101 01 **JEANINE ALLSPAW**



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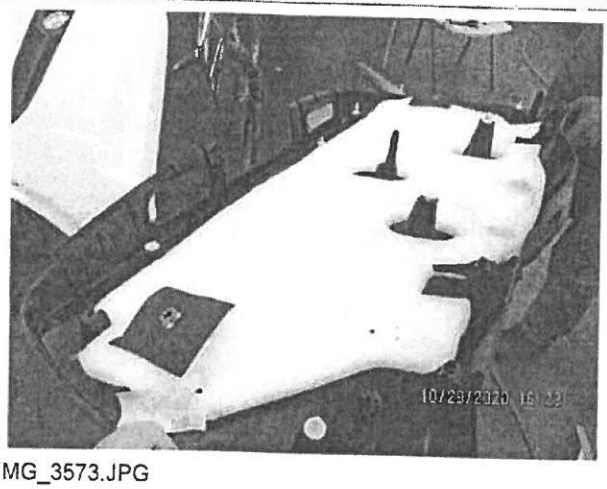

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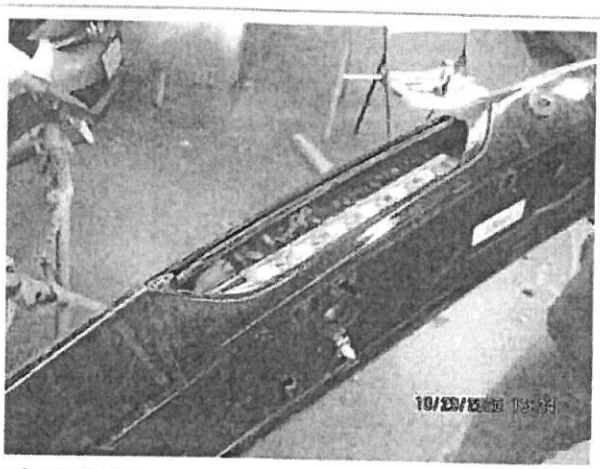

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Claim: CAPA-0150898800101 01

JEANINE ALLSPAW

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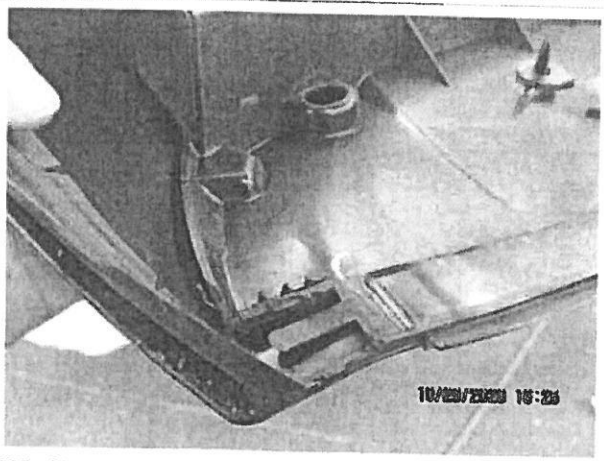

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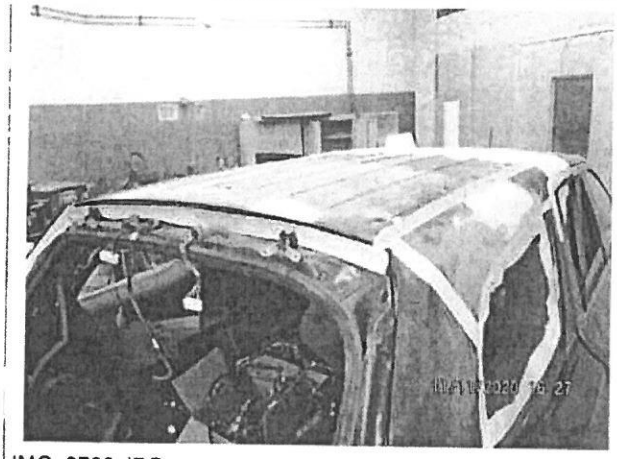
Claim: CAPA-0150898800101 01

JEANINE ALLSPAW



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STAFF REPORT

TO THE CITY COUNCIL

DATE: April 13, 2021

FROM: Joseph Hughes, City Manager

REVIEWED BY: Lawrence A. Mainez, Community Development Director
Betty Hughes, MMC, City Clerk

PREPARED BY: Camille Goritz, Administrative Assistant III CG

SUBJECT: Declare One (1) Seat Vacant on the Historic and Cultural Preservation Board

RECOMMENDATION: Staff recommends the City Council:

1. Declare one (1) seat vacant on the Historic and Cultural Preservation Board; and
2. Direct the City Clerk to advertise the vacancies on the Historic and Cultural Preservation Board.

PUBLIC NOTICE: The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

BACKGROUND: Pursuant to Chapter 2.20.050 of the Highland Municipal Code, the Historic and Cultural Preservation Board shall consist of five uncompensated voting members appointed by the City Council and serve four-year terms. All members of the board shall have a demonstrated interest in or knowledge of historic preservation and the cultural resources of the city.

Member Lewis Cantrell submitted his resignation therefore, it would be appropriate for the City Council to declare one (1) seat vacant on the Historic and Cultural Preservation Board and direct the City Clerk to advertise and post those vacancies. This seat expires November 2022.

Approved _____	Motion _____	Second _____	Agenda Item No. 5
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

City Clerk

City Manager

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 13, 2021

FROM: Joseph A. Hughes, City Manager

REVIEWED BY: Carlos Zamano, Public Works Director/City Engineer CZ

PREPARED BY: Jay Tuttle IV, Assistant Engineer JT

SUBJECT: Easement Acceptance/Villegas (7251 Olive Street)

RECOMMENDATION: That the City Council (1) accept Grant of Easement for Road and Drainage purposes from Agustin and Flor Villegas, and (2) direct the City Clerk to record the Grant of Easement.

FISCAL IMPACT: None

PUBLIC NOTICE: The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

BACKGROUND: The Conditions of Approval for a new single-family residence (DRA-020-003) located at 7251 Olive Street requires dedication of 5 feet of additional right-of-way along the east side of Olive Street. The Road and Drainage Grant of Easement from the property owners, Agustin and Flor Villegas, is ready for City Council acceptance.

Attachments: (1) Vicinity Map
(2) Assessor's Parcel Map
(3) Grant of Easement Deed
(4) Right-of-Way Dedication Legal Description & Plat

L:\03017303600\3036 11 7251 Olive St ROW Ded staff report.doc

Approved _____ Motion _____ Second _____ Agenda Item No. 6

Denied _____ Ayes _____

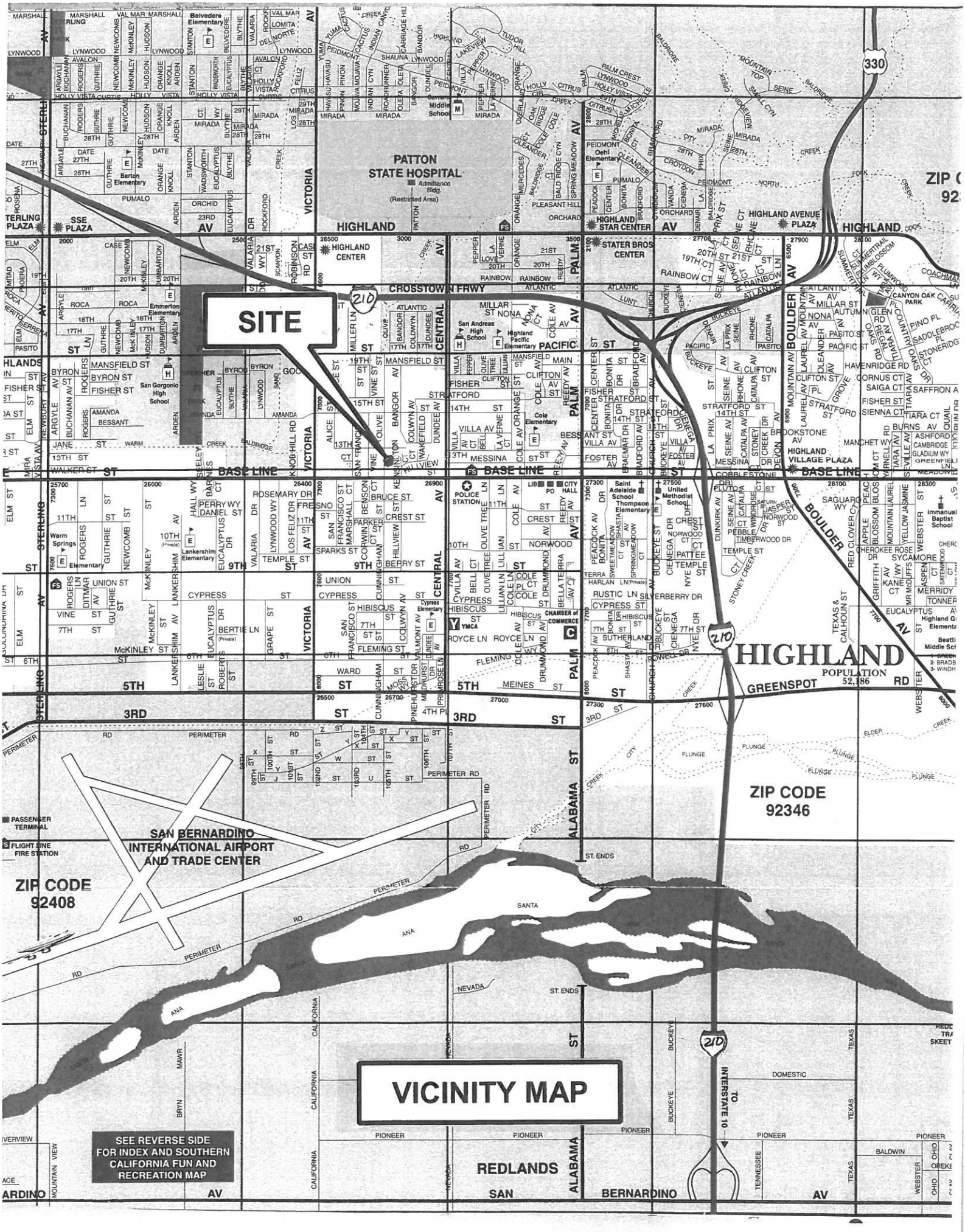
Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

D Hugh
City Clerk

City Manager

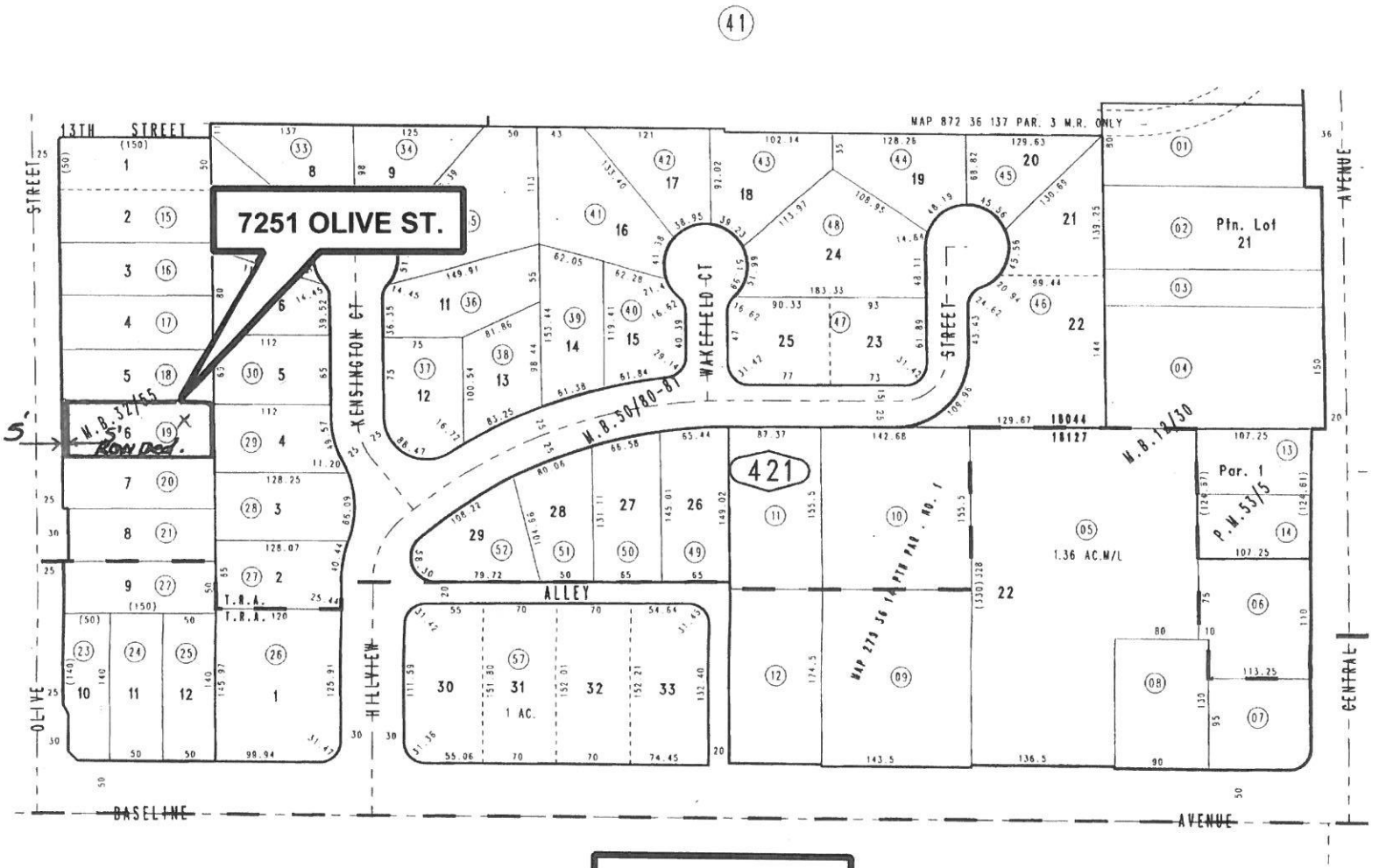

SITE
VICINITY MAP
SEE REVERSE SIDE FOR INDEX AND SOUTHERN CALIFORNIA FUN AND RECREATION MAP
HIGHLAND
POPULATION 52,186
ZIP CODE 92346
ZIP CODE 92408
SAN BERNARDINO INTERNATIONAL AIRPORT AND TRADE CENTER
PATTON STATE HOSPITAL
HIGHLAND CENTER
STATER BROS CENTER
HIGHLAND AVENUE PLAZA
HIGHLAND VILLAGE PLAZA
CROSSTOWN FRWY
BASE LINE
GREENSPOT RD
PERIMETER RD
ALABAMA ST
PALM AV
CENTRAL AV
VICTORIA AV
BOULDER AV
STERLING AV
REDLANDS
SAN BERNARDINO AV
TO INTERSTATE 10
210
330

THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

Ptn. 3rd Map of Harlem, M.B. 12/30

City of Highland
Tax Rate Area
18044 18127

1191 - 42



A.P. MAP

DEC 1 0 2019

REVISED
04/13/10 KA
10/31/19 KA

Parcel Map No. 5093, P.M. 53/5
Tract No. 3978, M.B. 50/80-81
Walnut Grove Tract No. 2269, M.B. 32/55

Ptn. S.W.1/4, Sec. 32
T.1N., R.3W.

Assessor's Map
Book 1191 Page 42
San Bernardino County

DEC. 2001

RECORDING REQUESTED BY:
BETTY HUGHES

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF HIGHLAND
27215 BASE LINE
HIGHLAND, CA 92346

APN: 1191-421-19

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT
(ROAD AND DRAINAGE)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Agustin Villegas Guerrero and Flor Arely Villegas, HUSBAND AND WIFE AS JOINT TENNANTS

Hereby GRANT(S) to the City of Highland, a Municipal Corporation, an easement for roads, drainage, and public utility purposes upon, under, over, and across the real property in the City of Highland, County of San Bernardino, State of California, described as:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

DATED: 04/05/2021

Agustin Villegas Guerrero
Agustin Villegas Guerrero

DATED: 04/05/2021

Flor Arely Villegas
Flor Arely Villegas

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

On April 5, 2021, before me, Lisa A. Del Rio, Notary Public, personally appeared Augustin Villegas Guerro and Flor Arely Villegas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa A. Del Rio
Signature

LISA A. DEL RIO
Notary Public - California
San Bernardino County
Commission # 2306637
My Comm. Expires Sep 24, 2023

(This Area for Official Notary Seal)

L:\03017303600\030173036 11 7251 Olive St ROW ded GOE.dox

EXHIBIT "A"

LEGAL DESCRIPTION

The west 5.00 feet of Lot 6 of Walnut Grove Tract No. 2269, in the City of Highland, County of San Bernardino, State of California, as per by Map recorded in Book 32, page 55 of Maps, in the Office of the County Recorder of said County..

Containing 249 square feet.

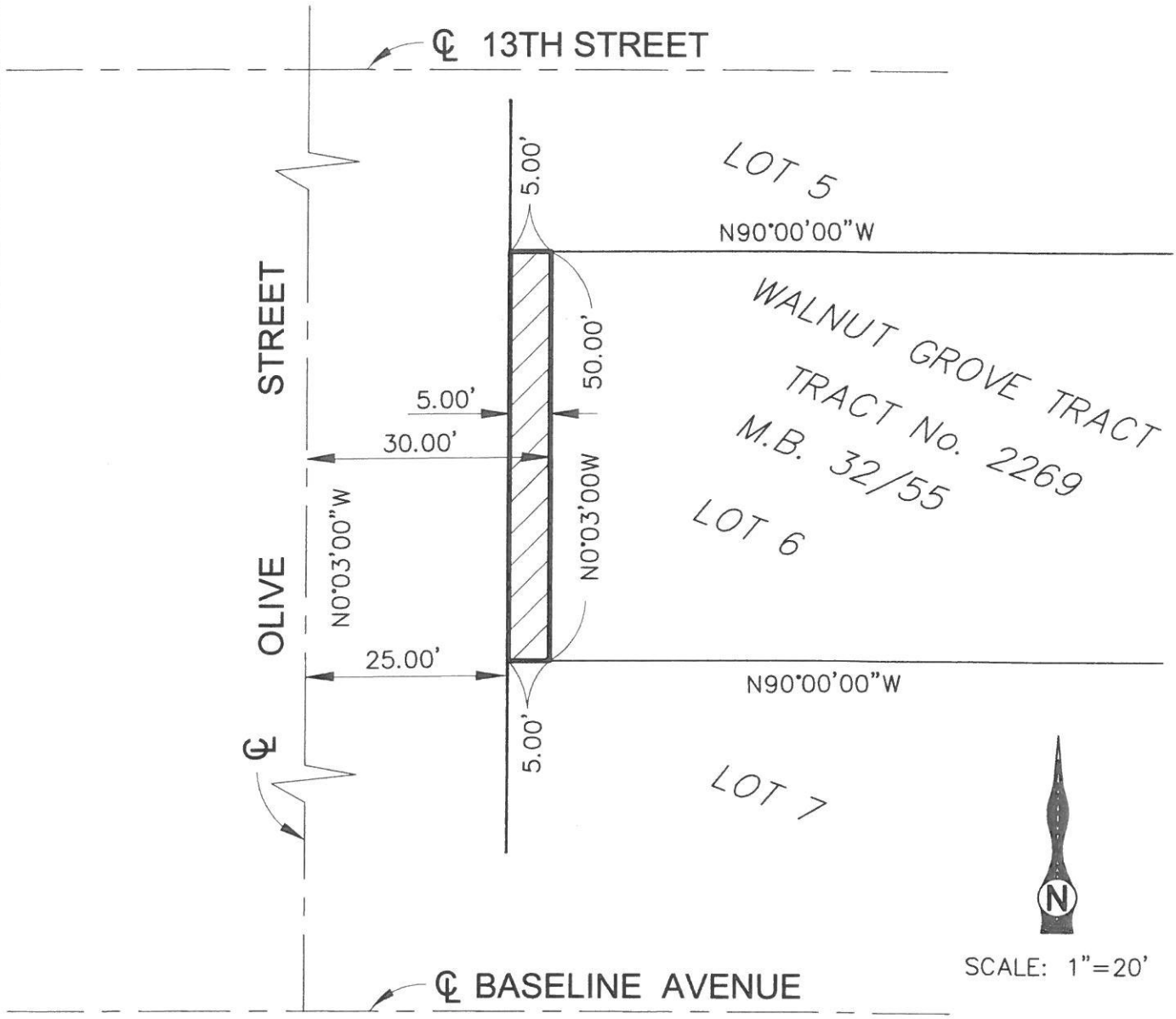
Affecting: APN 119-421-19

See (EXHIBIT "B") for a plat depicting the above described property.

This real property has been described by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Ronald A. Musser, L.S. 4230, Exp. 6-30-22

3/12/21
Date



LEGEND

EXISTING RIGHT-OF-WAY

PROPOSED RIGHT-OF-WAY

RIGHT-OF-WAY TO BE ACQUIRED (249 SF)

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440

RONALD A. MUSSER L.S. No. 4230
EXPIRES: 6-30-22

LICENSED LAND SURVEYOR
RONALD A. MUSSER
No. 4230
Exp.6-30-22
STATE OF CALIFORNIA

EXHIBIT 'B'

EASEMENT DEED

APN 1191-421-19

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 13, 2021

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Lawrence A. Mainez, Community Development Director

SUBJECT: **Contract with San Bernardino County for Animal Control Services for FY 2020/2021 (Amendment No. 7)**

RECOMMENDATION: Staff recommends the City Council approve the contract with San Bernardino County for Animal Care and Control Services for FY 2021/22 in the amount of $467,172.00 and authorize the Mayor to sign the contract.

FISCAL IMPACT: This contract will expend $467,172.00 of General Fund dollars in FY 2021/2022 for Animal Care and Control Services, which is the same as the current contract award. The contract amount was anticipated during the drafting of the forthcoming FY 2021/2022 and FY 2022/2023 Budgets, therefore adequate funds will be available in the FY 2021/2022 Budget for this contract extension. This contract extension will not include dog license canvassing.

PUBLIC NOTICE: No Public Notice is required prior to the City Council acting on this item. However, the Agenda has been posted in the three (3) locations in accordance with City Council policy.

BACKGROUND/PROPOSAL: The proposed contract extension is considered Amendment No. 7 to a new service contract approved by the City Council on June 10, 2014. As noted in the Fiscal Section above, for this upcoming fiscal year, the contract for Animal Care and Control Services will not increase from the current contact amount of $467,172.00.

Approved _____	Motion _____	Second _____	Agenda Item No. 7
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

B Hughes

City Clerk

City Manager

The proposed contract does not include dog licensing canvassing at this time. The proposed Animal Control contract will provide the same level of service as the current year and the proposed contract amount is accounted for in the City's forthcoming FY 2021-22 Budget.

Mr. Brian Cronin, San Bernardino County Chief of Animal Care and Control will be available during the meeting to answer any questions the City Council may have.

Copies of the existing and proposed contracts are attached for City Council review and consideration.

Attachments:

A - Proposed Amendment No. 7 Animal Control Services Contract FY 2021/2022
B - Animal Control Services Contract FY 2014 (Contract No. 14-613), including Amendments No. 1 to 6

ATTACHMENT – A

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number

14-613 A-7

SAP Number

N/A

Department of Public Health

Department Contract Representative	John Greswit
Telephone Number	(909) 388-0255
Contractor	City of Highland
Contractor Representative	Lawrence Mainez, Community Development Director
Telephone Number	(909) 864-8732
Contract Term	07/01/14 through 06/30/22
Original Contract Amount	$3,110,556
Amendment Amount	$ 467,172
Total Contract Amount	$3,577,728
Cost Center	9300261000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 7

It is hereby agreed to amend Contract No. 14-613, effective July 1, 2021, as follows:

Section III. Fiscal Provisions, amend Paragraph A to read as follows:

A. The maximum amount of reimbursement under this Contract shall not exceed $3,577,728. The consideration to be paid to County, as provided herein, shall be full payment for all County's services and expenses incurred in the performance hereof, including travel and per diem. The maximum amount is a total dollar amount that includes the original contract amount and all subsequent amendments, broken down as follows:

Original Contract	$436,202	July 1, 2014 through June 30, 2015
Amendment No. 1	$436,202	July 1, 2015 through June 30, 2016
Amendment No. 2	$436,202	July 1, 2016 through June 30, 2017
Amendment No. 3	$444,926	July 1, 2017 through June 30, 2018
Amendment No. 4	$444,926	July 1, 2018 through June 30, 2019
Amendment No. 5	$444,926	July 1, 2019 through June 30, 2020
Amendment No. 6	$467,172	July 1, 2020 through June 30, 2021
Amendment No. 7	$467,172	July 1, 2021 through June 30, 2022

Section V. Term is amended to read as follows:

This Contract is effective as of July 1, 2014, and is extended from its amended expiration date of June 30, 2021, to expire on June 30, 2022, but may be terminated earlier in accordance with provisions of Section VI of the Contract.

Section VIII. Conclusion, amend Paragraph C and add Paragraph D to read as follows:

C. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

D. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

All other terms and conditions of Contract No. 14-613 remain in full force and effect.

COUNTY OF SAN BERNARDINO

► _____

Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

City of Highland
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Penny Lilburn
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated: _____

Address 27215 Base Line

Highland, CA 92346

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____	► _____	► _____
Daniel Pasek, Deputy County Counsel	Jennifer Mulhall-Daudel, HS Contracts	Andrew Goldfrach, Interim Director
Date _____	Date _____	Date _____

ATTACHMENT – B

HUMAN SERVICES

COUNTY OF SAN BERNARDINO

Linda Haugan
Assistant Executive Officer
Reply to:
150 S Lena Road
San Bernardino, CA 92415-0515

July 16, 2014

RECEIVED

2014

CITY OF HIGHLAND
CITY CLERK

Sam Racadio, Mayor
City of Highland
27215 Baseline Road
Highland, CA 92346

Dear Mayor Racadio:

Enclosed is your copy of County Contract 14-613 with the County of San Bernardino to provide Animal Care and Control Services. I will serve as the contract analyst for this contract. If you have any questions or require assistance, please feel free to contact me. Also, any notices pursuant to the contract should be sent to the address below:

County of San Bernardino
Human Services - Administrative Support Division
Attn: John Greswit, Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

Please remember that any modification, change or addition to the scope of work or any other aspect of this contract must be executed via contract amendment. Any such amendment must first be submitted to this office for approval and usually requires prior approval from the County Board of Supervisors. As such, please understand that County staff does not have the authority to authorize any changes and any payment request based on an unauthorized change will not be honored.

Thank you for your assistance in this matter. If you have any further questions, please contact me at (909) 388-0255.

Sincerely,

John Greswit(sd)

John Greswit
Contract Analyst

Enclosure

REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY, CALIFORNIA AND RECORD OF ACTION

June 24, 2014

FROM: **TRUDY RAYMUNDO, Director**
Department of Public Health

SUBJECT: **REVENUE CONTRACTS FOR ANIMAL CARE AND CONTROL SERVICES**

RECOMMENDATION(S)

Approve revenue contracts for the Department of Public Health, Animal Care and Control to provide animal care and control services to the following cities for a combined contract amount not to exceed $1,192,988, for the period of July 1, 2014 through June 30, 2015:

1. City of Highland - not to exceed $436,202 **Agreement No.14-613**
2. City of Rialto - not to exceed $303,078 **Agreement No.14-614**
3. City of Yucaipa - not to exceed $453,708 **Agreement No.14-615**

(Presenter: Brian Cronin, Chief of Animal Care and Control, 387-9152)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Maintain Public Safety.
Provide for the Health and Social Services Needs of County Residents.
Pursue County Goals and Objectives by Working with Other Governmental Agencies.

FINANCIAL IMPACT

Approval of this item does not impact Discretionary General Funding (Net County Cost). The Department of Public Health (DPH) will receive revenue in a total amount not to exceed $1,192,988 for the one-year contract period. The costs associated with providing these services are reimbursed by the cities and/or offset by the revenue collected on behalf of the cities by the County. Amounts were calculated based on current salary and benefit costs, and ongoing operating costs associated with the provision of these services. Adequate appropriation and revenue have been included in DPH's 2014-15 budget.

BACKGROUND INFORMATION

DPH's Animal Care and Control (ACC) program has provided animal care and control services to the unincorporated regions of the County for decades, and has also provided similar services to various cities within the County. Full scope animal care and control services include field services, licensing, low cost rabies and vaccination clinics, impounding and shelter services, after-hours emergency services, and final disposition. DPH has provided animal care and control services to the City of Highland residents since 1997; the City of Rialto residents since 1988; and the City of Yucaipa residents since 1990.

cc: PH-Greswit w/ agrees
Contractor c/o PH w/ agree
ATC-Accts Pay Mgr w/ agrees
EBIX-BPO c/o Risk Mgmt
PH-Raymundo
PH-Cronin
HS-Dalton; Fischer
CAO-Flood
File - w/ agree
jll 07/11/14

ITEM 65

Record of Action of the Board of Supervisors

APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
Board of Supervisors

MOTION	AYE	AYE	ABSENT	SECOND	MOVE
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY Jennifer Aluna

DATED: June 24, 2014

Rev 2-25-14

REVIEW BY OTHERS

This item has been reviewed by Human Services Contracts (Regina Dalton, Contracts Manager, 388-0241) on May 28, 2014; County Counsel (Phebe W. Chu, Deputy County Counsel, (387-5455) on May 30, 2014; Human Services Administration (Lynne Fischer, Administrative Analyst, 388-0253) on June 2, 2014; Finance (Sydney Flood, Administrative Analyst, 386-8393) on June 2, 2014; and County Finance and Administration (Art Gomez, Deputy Executive Officer, 388-0280) on June 6, 2014.

County of San Bernardino

FAS

STANDARD CONTRACT

FOR COUNTY USE ONLY

X New / Change / Cancel	FAS Vendor Code: CITYOFH638	SC	Dept.: PHL	A	Contract Number: 14-613	
ePro Vendor Number: N/A					ePro Contract Number: N/A	
County Department: Department of Public Health		Dept.: PHL	Orgn.: PHL		Contractor's License No.	
County Department Contract Representative: John Greswit		Telephone: (909) 388-0255			Total Contract Amount: $436,202	

Contract Type: [X] Revenue [ ] Encumbered [ ] Unencumbered [ ] Other:

If not encumbered or revenue contract type, provide reason:

Commodity Code	Contract Start Date	Contract End Date	Original Amount	Amendment Amount
	7/01/14	6/30/15	$436,202	

Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
AAA	PHL	2601		9520	93130	$436,202

Project Name: Animal Care and Control Services

Estimated Payment Total by Fiscal Year

FY	Amount	I/D	FY	Amount	I/D
14/15	$436,202	1			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Department of Public Health Animal Care and Control, hereinafter called the County, and

Name: City of Highland — hereinafter called City

Address: 27215 Base Line

Highland, CA 92346

Telephone: (909) 864-8732 — Federal ID No./Social Security No.:

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The San Bernardino County Department of Public Health, Animal Care and Control Division provides animal care and control services such as patrolling for loose dogs, picking up stray animals, attending to complaints and law violations, and sheltering of stray animals in the County of San Bernardino; and

WHEREAS, The City of Highland desires to contract with the County to provide such services within their city limits; and

WHEREAS, Article I, Chapter 1, Part 2, Division 1, Title 5, of the Government Code authorizes the County to assume certain City functions; and

WHEREAS, Title 1, Division 1, Chapter 2, Section 11.0208 and Title 3, Division 2, Chapters 1, 2, 3, 14 and 15 of the County Code remain in full force and effect as a City ordinance: and

WHEREAS, City desires that such services be provided by County and County agrees to perform these services as set forth below;

NOW THEREFORE, County and City mutually agree to the following terms and conditions:

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I. CITY SERVICE RESPONSIBILITIES 3

II. COUNTY RESPONSIBILITIES 4

III. FISCAL PROVISIONS 5

IV. CORRECTION OF PERFORMANCE DEFICIENCIES 6

V. TERM 6

VI. EARLY TERMINATION 7

VII. GENERAL PROVISIONS 7

VIII. CONCLUSION 9

ATTACHMENTS

ATTACHMENT A – COUNTY FEE SCHEDULE

I. CITY SERVICE RESPONSIBILITIES

A. The City shall compensate the County as set forth in Section III, Fiscal Provisions.

B. To facilitate the performance of functions as provided for in this agreement, it is hereby agreed that the City shall provide full cooperation and assistance to the County, its officers, agents, and employees.

C. Notwithstanding anything herein stated, it is agreed that in all instances wherein special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by said City at its own expense.

D. In the performance of this Contract, the City, its agents, and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

E. Without the prior written consent of County, this Contract is not assignable by either party either in whole or part.

F. City agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed or represent the City. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of the City. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

G. Inaccuracies or Misrepresentations

If during the course of the administration of this agreement, the County determines that the City has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

H. City shall notify County in writing of any change in mailing address within ten (10) days of address change.

I. City agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – County agrees to indemnify and hold harmless the City, its officers, employees, agents, and volunteers, from any and all claims, actions or losses, damages, and/or liability resulting from the County's negligent acts or omissions which arise from the County's performance of its obligations under this agreement.

City agrees to indemnify, defend (with Counsel selected by City and acceptable to County) and hold harmless the County, its officers, employees, agents, and volunteers, from any and all claims, actions, losses, damages, and/or liability arising out of its obligations under this agreement.

In the event, the County and/or City is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the agreement, the County and/or City shall indemnify the other to the extent of its comparative fault.

Furthermore, if the County or City attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the County or City agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

2. Insurance – The County and City are self-insured public entities for purposes of professional liability, general liability, and Workers' Compensation. County and City warrants that through its program of self-insurance, it has adequate professional liability, general liability, and Workers' Compensation to provide coverage for liabilities arising out of County's and City's performance of this agreement.

J. City shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract.

K. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Paragraph I of this Section, "Indemnification."

II. COUNTY RESPONSIBILITIES

A. Through its Public Health Department, or other such agency as the Board of Supervisors may designate, County shall provide the City with animal control services normally provided by the Department to the unincorporated area of the County. Such services may include, but are not limited to, public education and those services and functions performed under Title 1, Division 1, Chapter 2, Section 11.0208, and Title 3, Division 2, Chapters 1, 2, 3, 14 and 15 of the County Code. City recognizes and agrees that the County only has the authority under this agreement to enforce within the corporate limits of the City, State law, and the Chapters in the County Code that have been adopted by the City through a City Ordinance.

B. The County hereby agrees to provide the following specific functions:

1. Enforce all City ordinances pertaining to animals, including the issuing of citations as necessary for violations of said ordinance. If the City is considering adopting a new ordinance and requesting its enforcement by County, County may provide enforcement services of the new ordinance if all of the following elements are met: (1) a written request (along with a copy of the ordinance) is received by County sixty (60) days prior to the requested implementation date of the ordinance; (2) the Public Health Director or appointed designee, in his/her sole discretion, approves the City's request for enforcement services; (3) the cost of such services will not exceed the total amount of the contract.

2. Impound all animals caught at-large, including cats, and provide for the return of all licensed dogs whenever possible. Should the City or its agent order or cause any animal to be sheltered more than ten (10) days, the City shall be charged the daily impound fee as described in Attachment A. This charge shall be billed separately and is in addition to the usual quarterly billing.

3. Quarantine, as prescribed by law, all animals suspected to be rabid.

4. Investigate complaints of nuisance by animals upon request during routine patrol.

5. Remove dead animals on the public right-of-way.

6. Investigate reported dog bites.

7. Provide a night mechanism to answer the telephones from seventeen hundred hours (1700) to eight hundred (0800) hours Sunday through Saturday.

8. Enforce those sections of state law relating to damages to owners of livestock killed by dogs.

9. Accept and impound any and all un-owned animals that are brought to the County found stray in the City and any other such animals brought to the Shelter by the City or citizens of the City.

10. Provide a program whereby dog licenses may be issued by mail or clinics, and send renewal notices by mail to owners of currently licensed dogs together with an application for renewal.

C. The County shall provide a report consisting of the statistical information with the quarterly billing invoice.

D. The County and City shall determine any other level of service provided within the City and may request any additional service to be provided by County by written amendment to this agreement, and approved by the governing bodies of both the County and City.

E. All work performed by County shall be performed in County offices or at such locations as designated by the Public Health Director.

F. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Paragraph I of Section I, "Indemnification."

G. In the performance of this Contract, County, its agents, and employees, shall act in an independent capacity and not as officers, employees, or agents of the City.

H. The Public Health Director, or appointed designee, shall be authorized to approve revisions to the monthly report.

I. The County shall charge and collect fees (including routine services and licensing fees) from City residents at the rates currently in effect under County Code Section 16.0213A (b). The current rates in effect under County Code Section 16-0213A (b) are described in "County Fee Schedule" (Attachment A). City shall adopt County Code Section 16.0213A (b) as it relates to dog license fees within 90 days of the effective date of this Contract.

III. FISCAL PROVISIONS

A. The maximum amount of reimbursement under this Contract shall not exceed $436,202. The consideration to be paid to County, as provided herein, shall be full payment for all County's services and expenses incurred in the performance hereof, including travel and per diem.

B. Payment Method

1. County shall submit invoices to the City no later than 90 days following the period end dates noted in the schedule below. In addition to the invoices listed below, a final invoice may be submitted to the City no later than September 30 of the next fiscal year for any costs not billed in Invoice No. 4 but incurred on behalf of the City through June 30 of the current fiscal year. Quarterly invoices will be based on actual costs minus the revenue collected for the quarter pursuant to Section III, Paragraph C.

Invoice Number	Period End Date of the Current Fiscal Year
1	September 30
2	December 31
3	March 31
4	June 30

2 City shall process County's claim for payment within thirty (30) days following receipt of County invoice.

C. Determination of Actual Cost

1. County agrees to collect and maintain expenditure and workload data to be used in determining the actual cost of animal care and control services provided by the City during the term of the agreement.

2. Animal care and control field services costs shall be determined by the actual time worked in the City based on the County's Labor Distribution report and the associated services and supplies during the term of this contract.

3. Animal care and control shelter services costs shall be determined by the percentage of animals placed into the shelter originating from the City. The percentage shall be applied to the operating cost of the shelter.

4. Shelter revenues received by the County from residents of the City for animals of the City shall be applied to the quarterly invoices described in Section III, Paragraph B, Item 1, which shall have the effect of reducing the amount of the quarterly invoice owed by the City to the County. License revenues received by the County from residents of the City for animals of the City shall be remitted directly to the City by County. Such shelter and license revenues shall not include citation revenues collected by the County from residents of the City for failure to adhere to City and/or State regulations.

D. County shall receive all cooperation possible from the City to enable efficient enforcement of fee collection. County shall retain all fees and revenue derived from the enforcement of the City Ordinances pertaining to the animal care and control services provided by County.

E. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract, however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

F. The City agrees to reimburse the County for actual costs resulting from an emergency response. These costs will be over and above the contracted amount.

IV. CORRECTION OF PERFORMANCE DEFICIENCIES

A. Failure by the City or County to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

B. In the event of a non-cured breach, the other party may, at its sole discretion and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:

1. Afford the City or County thereafter a time period within which to cure the breach, which period shall be established at sole discretion of the City or County; and/or

2. Terminate this Contract.

V. TERM

This Contract is effective as of July 1, 2014, and expires June 30, 2015, but may be terminated earlier in accordance with provisions of Section VI of the Contract.

VI. EARLY TERMINATION

The County may terminate this Contract immediately under the provisions of Section IV of this Contract. In addition, this Contract may be terminated without cause by the County or City by serving a written notice to the other party eight months in advance of termination. The Assistant Executive Officer for Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.

VII. GENERAL PROVISIONS

A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

City:
City of Highland
27215 Base Line
Highland, CA 92346

County:
(Program Information)
County of San Bernardino
Department of Public Health
Animal Care and Control
Attn: Chief of Animal Care and Control
351 N. Mountain View Ave., 3rd Floor
San Bernardino, CA 92415-0003

County:
(Contract Information)
County of San Bernardino
Human Services
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C. No waiver of any of the provisions of the Contract Documents shall be effective unless it is made in writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any Contract Document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

D. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

E. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.

F. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and state courts located in the County

of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

G. City and County hereby waive their respective rights to trial by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding and/or hearing brought by either the City against the County or the County against the City on any matter arising out of or in any way connected with this Agreement, the relationship of the City and County, any claim of injury or damage or the enforcement of any remedy under any law, statute or regulation, emergency or otherwise, now or hereafter in effect.

H. City shall not offer, either directly or through an intermediary, any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to this agreement. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been executed.

City shall immediately report any attempt by a County officer, employee or agent to solicit, either directly or through an intermediary, improper consideration from the City. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

VIII. CONCLUSION

A. This Contract, consisting of nine (9) pages and Attachment A, is the full and complete document describing services to be rendered to the City by County including all covenants, conditions and benefits.

B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

C. **IN WITNESS WHEREOF,** the Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed to by the Clerk thereof, and the City has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

▶ Janice Rutherford

Janice Rutherford, Chair, Board of Supervisors

Dated: JUN 24 2014

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino.

By: Alma Sutter
Deputy

City of Highland

(Print or type name of corporation, company, contractor, etc.)

By ▶

(Authorized signature – sign in blue ink)

Name: Sam Racadio

(Print or type name of person signing contract)

Title: Mayor

(Print or Type)

Dated: June 10, 2014

Address: 27215 Base Line

Highland, CA 92346

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
▶ for	▶ Regina Dalton	▶
Phebe W. Chu, Deputy County Counsel	Regina Dalton, HS Contracts Unit	Trudy Raymundo, Director
Date 6-12-14	Date 6-16-14	Date 6/13/14

TITLE 1: GOVERNMENT AND ADMINISTRATION
DIVISION 6: COUNTY FEES
CHAPTER 2: Schedule of Fees.
Section: 16.0213A Health Services.

EFFECTIVE July 1, 2019 ✓

(b) Animals:

(1) Animal handling:

(A) Owner redemption fee for pick-up/handling of dog or cat (does not include shelter and license fees):

(I) During normal operating hours..... $35.00

(II) Picked up between 6:00 p.m. & 7:00 a.m..... $80.00

(B) Pick-up, euthanasia, and disposal of owned dog or cat during normal operating hours:

(owner requested)..... $80.00

(C) Apprehension Fine/Penalty (leash law areas only):

(I) Loose animal violation:

(i) Fine/Penalty for first violation..... $50.00

(ii) Fine/Penalty for second violation.....$100.00

(iii) Fine/Penalty for third and each subsequent violation..... $250.00

(D) Trap rentals, per day: $4.00

(E) Animal pick-up: (See Section 32.0102)

(I) Animal pick-up during normal operating hours:

horses, cattle, goats, calves, sheep, and pigs:
(1hour minimum) $97.00/hour

(II) Animal picked-up after hours, between 6:00 p.m. & 7:00 a.m.:
(1 hour minimum).....$121.00/hour

(F) Animal Investigations:

(I) Investigation time.....$97.00/hour

(II) Vicious Animal Compliance Inspection.....$97.00/Inspection

(G) Quarantine of Animals (other than at shelter):

(I) At owner's home $97.00

(II) Quarantine break $97.00

(H) Owner Relinquishment of dog, cat, or other animal:

(I) Relinquish in field

(i) With proof of ownership.....$90.00

(ii) Without proof of ownership.....$134.00

(II) Relinquish in Shelter

(i) With proof of ownership.....$55.00

(ii) Without proof of ownership.....$99.00

(I) Develop a customized record or report.....$84.00/hour

(J) Digital photographs on disc (CD)

(I) Digital images up to 10 images.....$22.00

(II) Additional Images.....$2.20

(2) Animal licensing:

(A) Dog license fees:

(I) Unspayed/unneutered monthly fee $8.00

(II) Spayed/neutered monthly fee

(i) 1-23 months $2.00

(ii) 24-35 months $1.75

(iii) 36 or more months $1.50

(III) Spayed/neutered - owned by disabled persons or those 65 years of age or older (monthly) $1.00

(IV) Delinquent Fine/Penalty (waived if licensed within 30 days from time of notice) (does not include annual fee)..... $20.00

(V) Medically Determined monthly fee $2.00
(Animal is at high risk for Spay/Neuter surgery)

(B) New owner registration of currently licensed/registered animal $3.00

(C) Replacement dog tag.....$3.00

(D) Registration of dog currently licensed/registered in another jurisdiction and issuance of County tag..... $3.00

(3) Animal sheltering:

(A) Impound fee:

(I) Initial Impoundment..... $44.00

(II) Daily (after initial impoundment) $11.00

(B) State-mandated unaltered animal fine (Per CA Food and Agricultural Code 30804.7 & 31751.7):

(I) First Violation.....$35.00

(II) Second Violation.....$50.00

(III) Third Violation.....$100.00

(C) Euthanasia and Disposal Fee:

(I) Dogs.....$45.00

(II) Cats.....$40.00

(D) Dead animal disposal..... $15.00

(E) Spay/Neuter fee

(I) Dog (over 2 months) $55.00

(II) Cat (over 2 months) $40.00

(F) Spay/Neuter Deposit (refundable if animal is altered within 30 days of redemption):

(I) Dog (over 2 months).....$55.00

(II) Cat (over 2 months).....$40.00

(G) Adoption fee (persons 65 or older exempt - 1 per year)

(I) Dog..... $15.00

(II) Cat.....$10.00

(III) Puppy (under 4 months) $20.00

(IV) Kitten (under 4 months) $15.00

(H) Adoption fee (minimum bid) – horses $50.00

(I) Adoption fee (minimum bid) – donkeys $50.00

(J) Adoption fee (minimum bid) – pigs.....$20.00

(K) Adoption fee (minimum bid) – sheep $20.00

(L) Adoption fee (minimum bid) – goats $20.00

(M) Adoption fee – rabbits $5.00

(N) Adoption fee - chickens and other fowl $5.00

(O) Adoption fee – reptiles, exotic birds & other ..... 50% of retail price

(P) Microchip Fee $15.00

(Q) Vaccination Fees:

(I) Dogs – 5 in 1 ..... $10.00

(II) Cats – 4 in 1 ..... $7.00

(4) Kennel license:

(A) 5 - 30 dogs $256.00/year

(B) 31 - 60 dogs $311.00/year

(C) 61 - 100 dogs $366.00/year

(D) 101 - 150 dogs $421.00/year

(E) For each successive range of 50 dogs, add $55.00/year

(5) Cattery License:

(A) 5 - 30 cats $190.00/year

(B) 31 - 50 cats $310.00/year

(C) For each successive range of 10 cats, add $14.00/year

(6) Calf growers permit fees:

(A) 10 - 2,500 calves $185.00/year

(B) 2,501 - 5,000 calves $290.00/year

(C) 5,001 - 10,000 calves ..... $500.00 /year

(D) 10,001 calves or more $711.00/year

(7) Privately owned wild, exotic or non-domestic animals permit fee $256.00/year

(8) Game bird farm permit fee $110.00/year

(9) Pet grooming parlor permit fee..... $250.00/year

(10) Pet shop permit fee..... $236.00/year

(11) Petting zoo permit fee..... $263.00/year

(12) Public aquarium permit fee..... $110.00/year

(13) Animal menagerie permit fee..... $275.00/year

(14) Miscellaneous animal auction/swap meet permit fee..... $110.00/year

(15) Hog ranch permit fee:

(A) 10 to 2,500 hogs..... $274.00/year

(B) 2,501 to 5,000 hogs.....$479.00/year

(C) 5,001 to 10,000 hogs..... $855.00/year

(D) Over 10,000 hogs..... $965.00/year

(16) PVS Application fee..... $164.00

(c) Professional services: See Fee Schedule for the Department of Public Health which is maintained in the Office of the Clerk of the Board of Supervisors and reflects fees for professional services established by the Public Health Director in accordance with statutory requirements, actual costs of providing the services, and/or prevailing rates. The fees are periodically adjusted based on inflationary and other criteria commonly used in standard accounting practices.

SAN BERNARDINO COUNTY

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

☐ New ☒ Change ☐ Cancel	FAS Vendor Code: CITYOFH636	SC	Dept.: PHL	A	Contract Number: 14-613 A-1
ePro Vendor Number: N/A					ePro Contract Number: N/A
County Department: Department of Public Health			Dept.: PHL	Orgn.: PHL	Contractor's License No.
County Department Contract Representative: John Greswit			Telephone: (909) 388-0255		Total Contract Amount: $872,404
☒ Revenue ☐ Encumbered ☐ Unencumbered ☐ Other:			Contract Type		
If not encumbered or revenue contract type, provide reason:					

Commodity Code	Contract Start Date	Contract End Date	Original Amount	Amendment Amount
	7/01/14	6/30/16	$436,202	$436,202

Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
AAA	PHL	2600		9520	93103	$ 436,202
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount $
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount $

Project Name: Animal Care and Control Services

Estimated Payment Total by Fiscal Year

FY	Amount	I/D	FY	Amount	I/D
15/16	$436,202				

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Department of Public Health, hereinafter called the County, and

Name: City of Highland — hereinafter called City

Address: 27215 Base Line

Highland, CA 92346

Telephone: (909) 864 - 8732 — Federal ID No. or Social Security No.:

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

It is hereby agreed to amend contract No. 14-613 as follows:

III. FISCAL PROVISIONS

Paragraph A is amended to read as follows:

A. The maximum amount of reimbursement under this Contract shall not exceed $872,404. The consideration to be paid to County, as provided herein, shall be full payment for all County's services and expenses incurred in the performance hereof, including travel and per diem. The

Auditor-Controller/Treasurer Tax Collector Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

maximum amount is a total dollar amount that includes the original contract amount and all subsequent amendments, broken down as follows:

Original Contract	$436,202	July 1, 2014 through June 30, 2015
Amendment No.1	$436,202	July 1, 2015 through June 30, 2016

V. **TERM**

Section V is amended to read as follows:

This Contract is effective as of July 1, 2014, and is extended from its original expiration date of June 30, 2015, to expire on June 30, 2016, but may be terminated earlier in accordance with provisions of Section VI of the Contract.

All other terms and conditions remain in full force and effect.

COUNTY OF SAN BERNARDINO

► _____
James Ramos, Chairman, Board of Supervisors

Dated: JUN 0 9 2015

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____ Deputy

City of Highland
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Penny Lilburn
(Print or type name of person signing contract)

Title Mayor Pro Tem
(Print or Type)

Dated: 05/12/2015

Address 27215 Base Line
Highland, CA 92346

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
Phebe W. Chu, Deputy County Counsel	Regina Dalton, HS Contracts Unit	Trudy Raymundo, Director
Date 5/19/15	Date 5-18-15	Date 5/19/15

SAN BERNARDINO COUNTY

FAS

STANDARD CONTRACT

FOR COUNTY USE ONLY

☐ New ☒ Change ☐ Cancel	FAS Vendor Code: CITYOFH638	SC	Dept.: PHL	A	Contract Number: 14-613 A-2
ePro Vendor Number: N/A					ePro Contract Number: N/A
County Department: Department of Public Health			Dept.: PHL	Orgn.: PHL	Contractor's License No.
County Department Contract Representative: John Greswit			Telephone: (909) 388-0255		Total Contract Amount: $1,308,606

Contract Type: ☒ Revenue ☐ Encumbered ☐ Unencumbered ☐ Other:

If not encumbered or revenue contract type, provide reason:

Commodity Code	Contract Start Date	Contract End Date	Original Amount	Amendment Amount
	7/01/14	6/30/17	$436,202	$436,202

Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
AAA	PHL	2600		9520	93103	$ 436,202
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount $
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount $

Project Name: Animal Care and Control Services

Estimated Payment Total by Fiscal Year

FY	Amount	I/D	FY	Amount	I/D
16/17	$436,202	I			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name: City of Highland — hereinafter called City

Address: 27215 Base Line

Highland, CA 92346

Telephone: (909) 864 - 8732 — Federal ID No. or Social Security No.:

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2

It is hereby agreed to amend contract No. 14-613 as follows:

III. FISCAL PROVISIONS

Paragraph A is amended to read as follows:

A. The maximum amount of reimbursement under this Contract shall not exceed $1,308,606. The consideration to be paid to County, as provided herein, shall be full payment for all County's services and expenses incurred in the performance hereof, including travel and per diem. The

Auditor-Controller/Treasurer/Tax Collector Use Only	
☐ Contract Database ☐ FAS	
Input Date	Keyed By

maximum amount is a total dollar amount that includes the original contract amount and all subsequent amendments, broken down as follows:

Original Contract	$436,202	July 1, 2014 through June 30, 2015
Amendment No.1	$436,202	July 1, 2015 through June 30, 2016
Amendment No.2	$436,202	July 1, 2016 through June 30, 2017

Paragraph G is added to read as follows:

G. The City understands the County is currently assessing staffing needs that support services provided to the City and support the County's animal control and shelter operations. If staffing is increased which support services provided to the City, the County will notify the City and seek a midyear increase in current contract costs based upon projected actual costs to provide services to the City.

V. TERM

Section V is amended to read as follows:

This Contract is effective as of July 1, 2014, and is extended from its amended expiration date of June 30, 2016, to expire on June 30, 2017, but may be terminated earlier in accordance with provisions of Section VI of the Contract.

All other terms and conditions remain in full force and effect.

COUNTY OF SAN BERNARDINO

► _____

James Ramos, Chairman, Board of Supervisors

Dated: MAY 24 2016

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

City of Highland
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Larry McCallon
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated: May 10, 2016

Address 27215 Base Line

Highland, CA 92346

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► _____	► _____	► _____
Phebe W. Chu, Deputy County Counsel	Regina Dalton, HS Contracts Unit	Trudy Raymundo, Director
Date 5/16/16	Date 5-16-16	Date 5/16/16

SAN BERNARDINO COUNTY

FAS

STANDARD CONTRACT

FOR COUNTY USE ONLY

☐ New ☒ Change ☐ Cancel	FAS Vendor Code		Dept.		Contract Number
	CITYOFH638	SC	PHL	A	14-613 A-3
ePro Vendor Number					ePro Contract Number
N/A					N/A
County Department		Dept.	Orgn		Contractor's License No.
Department of Public Health		PHL	PHL		
County Department Contract Representative		Telephone			Total Contract Amount
John Greswit		(909) 388-0255			$1,753,532

Contract Type: ☒ Revenue ☐ Encumbered ☐ Unencumbered ☐ Other:

If not encumbered or revenue contract type, provide reason:

Commodity Code	Contract Start Date	Contract End Date	Original Amount	Amendment Amount
	7/01/14	6/30/18	$436,202	$444,926

Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
AAA	PHL	2600		9520	93103	$ 444,926
						$
						$

Project Name: Animal Care and Control Services

FY	Amount	I/D	FY	Amount	I/D
17/18	$444,926	I			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name: City of Highland — hereinafter called City

Address: 27215 Base Line

Highland, CA 92346

Telephone: (909) 864 - 8732 — Federal ID No or Social Security No:

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 3

It is hereby agreed to amend contract No. 14-613 as follows:

III. FISCAL PROVISIONS

Paragraph A is amended to read as follows:

A. The maximum amount of reimbursement under this Contract shall not exceed $1,753,532. The consideration to be paid to County, as provided herein, shall be full payment for all County's services and expenses incurred in the performance hereof, including travel and per diem. The

Auditor-Controller/Treasurer/Tax Collector Use Only	
☐ Contract Database	☐ FAS
Input Date	Keyed By

maximum amount is a total dollar amount that includes the original contract amount and all subsequent amendments, broken down as follows:

Original Contract	$436,202	July 1, 2014 through June 30, 2015
Amendment No 1	$436,202	July 1, 2015 through June 30, 2016
Amendment No 2	$436,202	July 1, 2016 through June 30, 2017
Amendment No.3	$444,926	July 1, 2017 through June 30, 2018

V. TERM

Section V is amended to read as follows:

This Contract is effective as of July 1, 2014, and is extended from its amended expiration date of June 30, 2017, to expire on June 30, 2018, but may be terminated earlier in accordance with provisions of Section VI of the Contract.

All other terms and conditions remain in full force and effect.

COUNTY OF SAN BERNARDINO

► Robert A Lovingood

Robert A. Lovingood, Chairman, Board of Supervisors

Dated. MAY 23 2017

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

City of Highland
(Print or type name of corporation, company, contractor, etc.)

By ► Penny Lilburn
(Authorized signature - sign in blue ink)

Name Penny Lilburn
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated. 04.11.2017

Address 27215 Base Line

Highland, CA 92346

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► Phebe W. Chu	► Tanya Bratton	►
Phebe W. Chu, Deputy County Counsel	Tanya Bratton, HS Contracts	Trudy Raymundo, Director
Date 4-21-17	Date 5/11/17	Date 4-21-17

SAN BERNARDINO COUNTY

Contract Number
14-613 A-4

SAP Number

Department of Public Health

Department Contract Representative	John Greswit
Telephone Number	(909) 388-0255
Contractor	City of Highland
Contractor Representative	Lawrence Mainez, Community Development Director
Telephone Number	(909) 864-8732
Contract Term	07/01/14 through 06/30/19
Original Contract Amount	$1,753,532
Amendment Amount	$444,926
Total Contract Amount	$2,198,458
Cost Center	9300261000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 4

It is hereby agreed to amend contract No 14-613, effective July 1, 2018, as follows

III. FISCAL PROVISIONS

Paragraph A is amended to read as follows.

A. The maximum amount of reimbursement under this Contract shall not exceed $2,198,458. The consideration to be paid to County, as provided herein, shall be full payment for all County's services and expenses incurred in the performance hereof, including travel and per diem. The maximum amount is a total dollar amount that includes the original contract amount and all subsequent amendments, broken down as follows.

Original Contract	$436,202	July 1, 2014 through June 30, 2015
Amendment No. 1	$436,202	July 1, 2015 through June 30, 2016
Amendment No 2	$436,202	July 1, 2016 through June 30, 2017
Amendment No. 3	$444,926	July 1, 2017 through June 30, 2018
Amendment No. 4	$444,926	July 1, 2018 through June 30, 2019

V. TERM

Section V is amended to read as follows:

This Contract is effective as of July 1, 2014, and is extended from its amended expiration date of June 30, 2018, to expire on June 30, 2019, but may be terminated earlier in accordance with provisions of Section VI of the Contract

All other terms and conditions remain in full force and effect.

BOARD OF SUPERVISORS

► Robert A Lovingood

Robert A Lovingood, Chairman, Board of Supervisors

Dated MAY 22 2018

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

City of Highland
(Print or type name of corporation, company, contractor, etc.)

By _____
(Authorized signature - sign in blue ink)

Name Larry McCallon
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated 04 24 2018

Address 27215 Base Line

Highland, CA 92346

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Phebe W. Chu	► Jennifer Mulhall-Daudel	►
Phebe Chu, Deputy County Counsel	Jennifer Mulhall-Daudel, HS Contracts	Trudy Raymundo, Director
Date 5/14/18	Date 4/26/18	Date 5/14/18

SAN BERNARDINO COUNTY

Contract Number
14-613 A-5

SAP Number
N/A

Department of Public Health

Department Contract Representative	John Greswit
Telephone Number	(909) 388-0255
Contractor	City of Highland
Contractor Representative	Lawrence Mainez, Community Development Director
Telephone Number	(909) 864-8732
Contract Term	07/01/14 through 06/30/20
Original Contract Amount	$2,198,458
Amendment Amount	$444,926
Total Contract Amount	$2,643,384
Cost Center	9300261000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 5

It is hereby agreed to amend contract No. 14-613, effective July 1, 2019, as follows:

Section I. City Service Responsibilities is amended to add Paragraph L as follows:

L The County is in the site assessment and design phase of developing plans to replace the County's existing animal shelter facility located in the community of Devore. The City acknowledges that the County will be replacing the existing animal shelter facility and both parties will have an opportunity to review plans and proposed cost to construct and operate the new facility. It is the County's intent that the new facility be designed specifically to meet the County's animal admission needs along with the County's current contract municipalities. The City will have the opportunity to review the plans for the new facility along with cost estimates and determine if the City desires to contract with the County in establishing a proportionate cost share model to receive animal care and control services from the County in the future It is projected the timeline to construct the new facility is approximately two years and a revision to the existing contract will be developed to include a proportionate cost share to construct and operate the new animal shelter facility to accommodate animals received from the City

Section III. Fiscal Provisions, Paragraph A is amended to read as follows:

A. The maximum amount of reimbursement under this Contract shall not exceed $2,643,384 The consideration to be paid to County, as provided herein, shall be full payment for all County's services and expenses incurred in the performance hereof, including travel and per diem. The maximum amount is a total dollar amount that includes the original contract amount and all subsequent amendments, broken down as follows:

Original Contract	$436,202	July 1, 2014 through June 30, 2015
Amendment No. 1	$436,202	July 1, 2015 through June 30, 2016
Amendment No 2	$436,202	July 1, 2016 through June 30, 2017
Amendment No. 3	$444,926	July 1, 2017 through June 30, 2018
Amendment No. 4	$444,926	July 1, 2018 through June 30, 2019
Amendment No. 5	$444,926	July 1, 2019 through June 30, 2020

Section V. Term is amended to read as follows:

This Contract is effective as of July 1, 2014, and is extended from its amended expiration date of June 30, 2019, to expire on June 30, 2020, but may be terminated earlier in accordance with provisions of Section VI of the Contract.

All other terms and conditions remain in full force and effect.

BOARD OF SUPERVISORS

► _____

Curt Hagman, Chairman, Board of Supervisors

Dated: APR 2

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

City of Highland
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Penny Lilburn
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated 04/09/2019

Address 27215 Base Line

Highland, CA 92346

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____	► _____	► _____
Adam Ebright, Deputy County Counsel	Jennifer Mulhall-Daudel, HS Contracts	Trudy Raymundo, Director
Date 4/17/19	Date 4/16/19	Date 4/17/19

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number

14-613 A-6

SAP Number

N/A

Department of Public Health

Department Contract Representative	John Greswit
Telephone Number	(909) 388-0255
Contractor	City of Highland
Contractor Representative	Lawrence Mainez, Community Development Director
Telephone Number	(909) 864-8732
Contract Term	07/01/14 through 06/30/21
Original Contract Amount	$2,643,384
Amendment Amount	$467,172
Total Contract Amount	$3,110,556
Cost Center	9300261000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 6

It is hereby agreed to amend contract No. 14-613, effective July 1, 2020, as follows:

Section III. Fiscal Provisions, Paragraph A is amended to read as follows:

A. The maximum amount of reimbursement under this Contract shall not exceed $3,110,556. The consideration to be paid to County, as provided herein, shall be full payment for all County's services and expenses incurred in the performance hereof, including travel and per diem. The maximum amount is a total dollar amount that includes the original contract amount and all subsequent amendments, broken down as follows:

Original Contract	$436,202	July 1, 2014 through June 30, 2015
Amendment No. 1	$436,202	July 1, 2015 through June 30, 2016
Amendment No. 2	$436,202	July 1, 2016 through June 30, 2017
Amendment No. 3	$444,926	July 1, 2017 through June 30, 2018
Amendment No. 4	$444,926	July 1, 2018 through June 30, 2019
Amendment No. 5	$444,926	July 1, 2019 through June 30, 2020
Amendment No. 6	$467,172	July 1, 2020 through June 30, 2021

Section V. Term is amended to read as follows:

This Contract is effective as of July 1, 2014, and is extended from its amended expiration date of June 30, 2020, to expire on June 30, 2021, but may be terminated earlier in accordance with provisions of Section VI of the Contract.

All other terms and conditions of Contract No. 14-613 remain in full force and effect.

COUNTY OF SAN BERNARDINO

► _____

Curt Hagman, Chairman, Board of Supervisors

Dated: MAY 19 2020

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____ Deputy

City of Highland
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Larry McCallon
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated: 04 · 15 · 2020

Address 27215 Base Line

Highland, CA 92346

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____	► _____	► _____
Adam Ebright, Deputy County Counsel	Jennifer Mulhall-Daudel, HS Contracts	Trudy Raymundo, Director
Date 5/5/2020	Date 4/30/2020	Date 4/16/20

Revised 7/15/19

STAFF REPORT

TO THE CITY COUNCIL

MEETING DATE: April 13, 2021

FROM: Joseph Hughes, City Manager

REVIEWED BY: Carlos Zamano, Assistant Public Works Director CZ
Lawrence A. Mainez, Community Development Director Larry

PREPARED BY: Salvador Quintanilla, Associate Planner SNQ

SUBJECT: Environmental, Design and Right-of-Way Services Proposal with Community Works Design Group for the Natural Parkland Trail Renovation (Project No. tra20001)

RECOMMENDATION: It is recommended that the City Council:

1. Approve proposal from Community Works Design Group (CWDG) to provide environmental, design, and right-of-way services for the Natural Parkland Trail Renovation; and

2. Authorize the City Manager to approve amendments up to 10% of the proposal amount; and

3. Approve the following budget adjustments: transfer $127,600 from 030-8495-9225 (Federal Grants-Revenue) to be expended from 030-8495-6816 & transfer $92,250 from 023-2100 (General Capital Financing-Fund Balance) to be expended from 023-3890-6816 (Trails Construction).

FISCAL IMPACT: The proposed fee, based on actual time and materials, is not-to-exceed $219,847, and is funded using a combination of:

FHWA Recreational Trail Program Grant	$127,600 (58%)
General Capital Financing (GCF)	$ 92,247 (42%)
	$219,847 (100%)

Approved _____	Motion _____	Second _____	Agenda Item No. 8
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

D Hughes
City Clerk

City Manager

The 10% contingency in the amount of $21,985 will be used to cover any additional services, if needed and requested by City staff during the course of the project.

It should be noted that the FHWA Recreation Trail Program Grant funds will not be available to the City until three (3) federal requirements are completed and approved by FHWA:

1) Compliance with NEPA
2) Completion of the National Historic Preservation Act of 1966 process, and
3) Listing of the project on the State Transportation Improvement Plan (STIP)

The federal requirements are anticipated to be completed in 7 months. FHWA will take approximately 30 days to approve the project. The California Department of Parks and Recreation will take about 30 to 45 days to execute a contract with the City. Once the contract is executed, the City will be able to submit reimbursement requests to the California Department of Parks and Recreation.

PUBLIC NOTICE: The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

BACKGROUND: Project No. tra20001 will repair and renovate the damaged trails located at the Natural Parkland Trail on the north side of Base Line, east of Aplin Street and west of the city limits. The construction cost of the project is estimated at $1,411,850. The project consists of the following work:

1. Construction of new trails or expanding/linking trails
2. Renovating of existing trails
3. Development of Trailheads Facilities
4. Development of Trailside Features
5. Landscaping and Habitat Restoration

On November 4, 2020, the City received notification from the California Department of Parks and Recreation about its recommendation for $1,560,000 in funding under the FHWA Recreational Trails Program grant. This grant will pay for 88% of environmental, design, right-of-way, construction and construction engineering for the Natural Parkland Trail Renovation project.

CWDG to provide environmental, design, and right-of-way services for the project for a not-to-exceed fee of $219,847. The scope of service includes environmental and right-of-way certification, preparation of contract documents (plans, specifications and cost estimates), and providing technical assistance during the bid advertisement. CWDG's proposal also includes application and processing of permits required by various resource agencies (Regional Water Quality Control Board, California Fish and Wildlife Service and the Army Corps of Engineers) to complete the renovation of the Natural Parkland Trail.

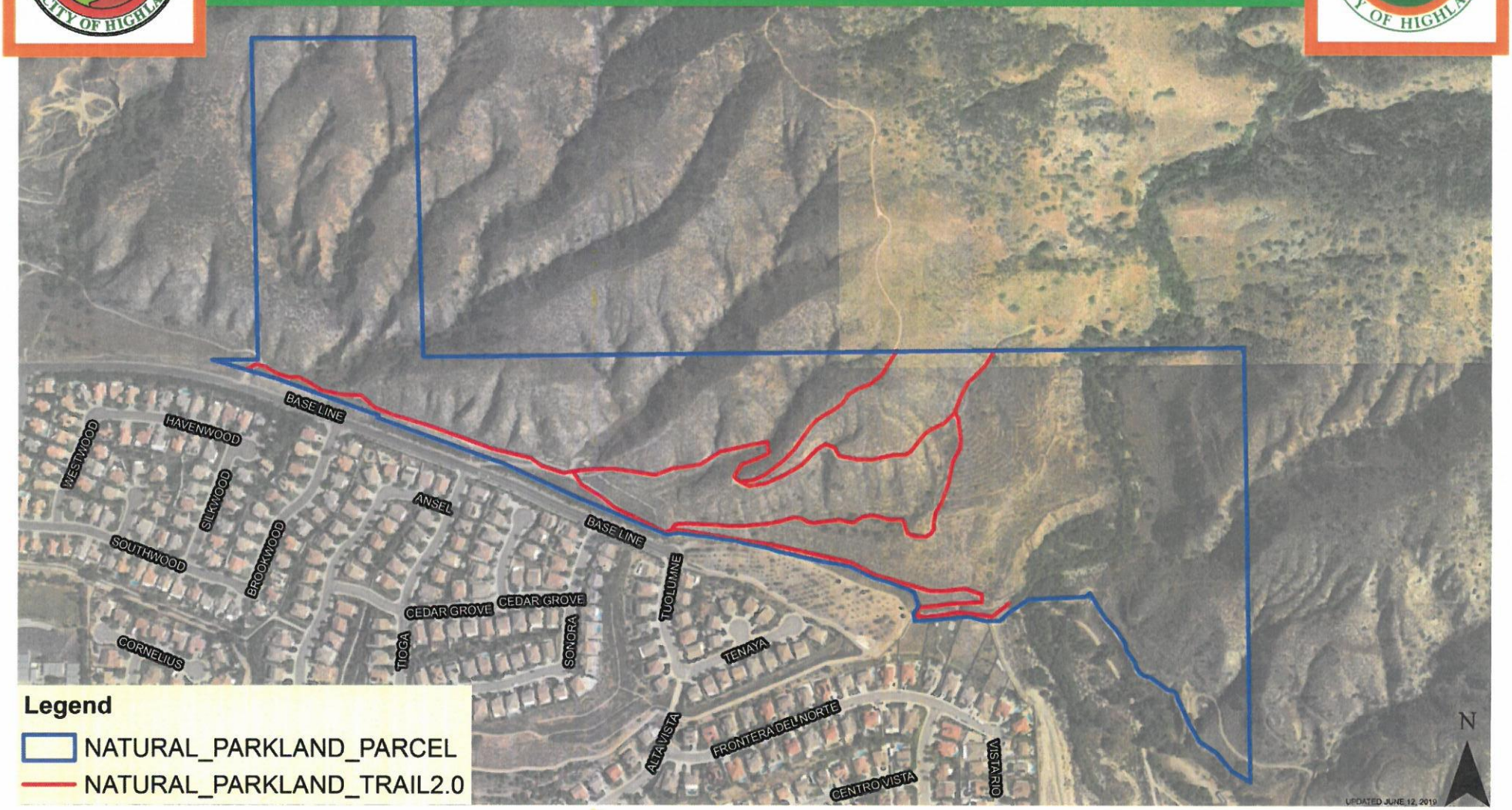
CWDG has an ongoing contract with the City. CWDG is familiar with the project area as it has provided similar services for public and private development projects in the City. Staff has reviewed and negotiated the proposed scope and fee and recommends City Council approval of the proposal.

Attachment No.1 : Site Plan
Attachment No. 2: CWDG Proposal

ATTACHMENT No. 1

Site Plan

Natural Parkland Trail
Site Plan



ATTACHMENT No. 2

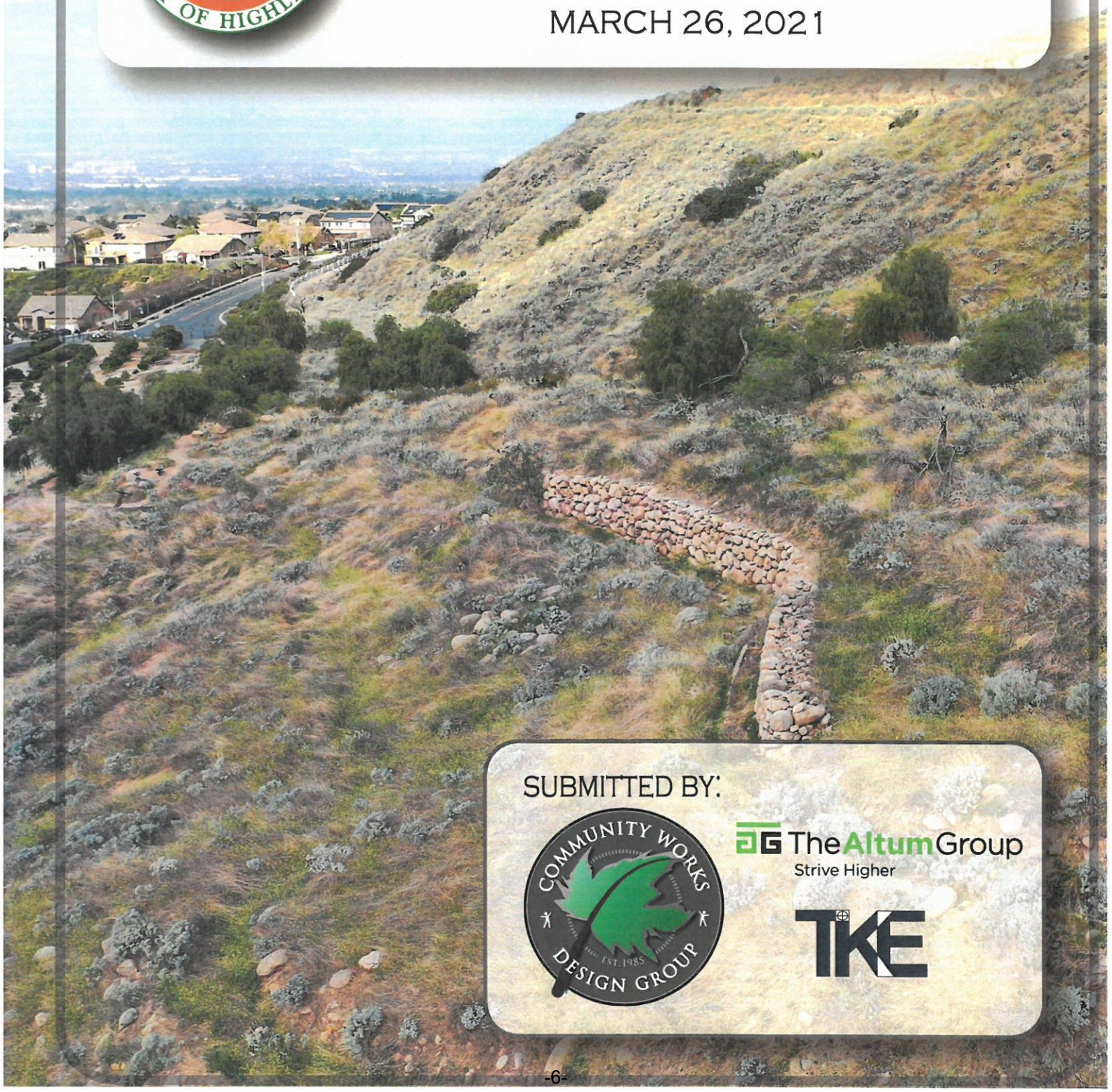
CWDG Proposal

PROPOSAL FOR ENVIRONMENTAL, DESIGN AND RIGHT-OF-WAY SERVICES:

NATURAL PARKLAND TRAILS PROJECT

FEDERAL PROJECT NO. RT-36-011.3

MARCH 26, 2021



SUBMITTED BY:

COMMUNITY WORKS DESIGN GROUP EST. 1985

The Altum Group
Strive Higher

TKE

March 26, 2021

Arrn: Carlos Zamano, Public Works Director/ City Engineer
CITY OF HIGHLAND
27215 Base Line
Highland, CA 92346

RE: Proposal for Environmental, Design, and Right of Way Services
Natural Parkland Trails Project (Federal Project No. RT-36-011.3)

Dear Carlos and Members of the Consultant Selection Committee:

First of all, the Community Works Design Group (CWDG) team extends our congratulations to the City of Highland for their successful pursuit of a Recreational Trails Program Grant for the Natural Parkland Trails Project. We are proud to have been a part of the City's team in the preparation of supporting exhibits for the grant application, as part of our firm's ongoing landscape architectural services commitment to the City.

We have recently *re-visited* the Natural Parkland Trails site to update ourselves on the current condition of the trail system and the proposed expansion area. As part of this effort, we have reached out to the subconsultant partners whose prior experience with our team have set each apart as the best suited to assist in the work at hand. Our firm understands the costs and intricacies involved in developing expansions to existing parkland.

Our multiple recent efforts in park and trail renovation and expansion have given us the experience of prioritizing the allotment of construction budget to the portions of the trail that would benefit the most from concrete and rebar structures, where other areas may simply require brush clearance and compaction to create an optimal trail condition. As this project progresses, we will walk the City with a series of critical decisions to ensure that the proposed design remains within the budgeted price range while maximizing the quality of the finished project.

CWDG prides itself on our ability to provide a fully-dedicated level of service to each of our municipal clients. Accordingly, we only pursue projects and clients that we can guarantee that ongoing client satisfaction can be fulfilled. We also have selected our subconsultant partners based on their successful teaming history with our firm, as demonstrated by their communication skills, adherence to project deadlines, in addition to their professional skills. With this in mind, we are confident that we can continue to provide this top level of service to the City of Highland.

This proposal will remain valid for a minimum of 180 days from the due date provided by the City.

The members of the Design Team and I appreciate your consideration of our team for these important projects. Please do not hesitate to call or email me directly with any questions.

Respectfully submitted,

COMMUNITY WORKS DESIGN GROUP

Scott Rice ASLA, LEED AP, CASp
President
Landscape Architect CA #5111 / NY #2645
Certified Access Specialist CASp-709
(951) 369-0700
scott@cwdg.fun

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QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

COMMUNITY WORKS DESIGN GROUP - LLC (CWDG)
Landscape Architecture - Planning
4649 Brockton Avenue
Riverside, CA 92506 (Sole Office Location)

Federal I.D. # 82-1854334
State of California Dept. of Industrial Relations (DIR)#: PW-LR-10000707823
Typical Hours of Operation: 7 am - 6 pm (Monday-Friday)

PRINCIPALS: Scott Rice ASLA, LEED AP, CASp - President - 90% Ownership
Tim Maloney ASLA, CPRS - Founder - 10% Ownership

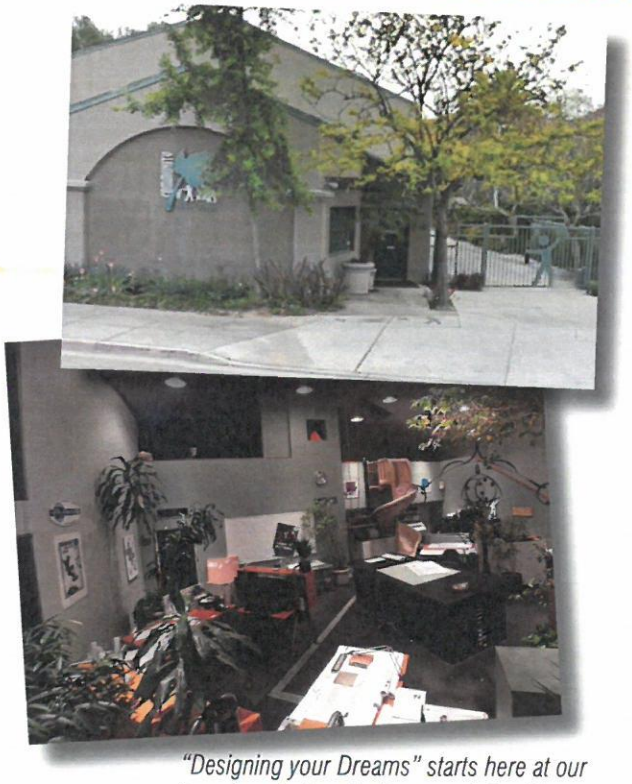
MAIN CONTACT: Scott Rice, LLA #5111 (Licensed 15+ years since 2005; expiration date: 12/31/20)
scott@cwdg.fun | (951) 369-0700 office / (909) 754-1257 cell

Community Works Design Group was established in 1985 as Elliott/Maloney Landscape Architecture, evolved into T.I. Maloney Inc. in 1990, and became CWDG in 1998. Most recently, our company transitioned our business organization to a LLC in 2017 to accommodate the ownership succession from Tim Maloney to Scott Rice, as Tim retires from the firm.

CWDG provides municipal planning services throughout the State of California. Our firm focuses on **Park, Recreation, Streetscape and Trails Planning** projects. CWDG has a ready and available staff of eight highly professional individuals. We draw on four Licensed Landscape Architects, LEED and SITES Accredited Professionals, as well as an in-house ISA Certified Arborist, Certified Irrigation Designer/ Certified Landscape Irrigation Auditor, and a Certified Access Specialist (CASp).

Community Works Design Group does what its name implies - it assists communities with the design of park projects that Work. We come from your side of the fence. Tim Maloney worked in municipal park and recreation departments. Dan Burkhart came from our firm after working as Senior Landscape Inspector for the City of Yorba Linda, and Scott Rice has served as the City Landscape Architect for City of Highland continuously since 2005.

CWDG HAS DESIGNED OVER 250 PARK AND TRAIL PROJECTS IN OUR 35 YEAR HISTORY, INCLUDING 30 PARK/ TRAIL PROJECTS WITHIN THE PAST 5 YEARS (2016-PRESENT).



"Designing your Dreams" starts here at our two story design studio - complete with an indoor spiral slide and a 25' swing!

EXPERIENCE AND TECHNICAL COMPETENCE

The Community Works Design Group (CWDG) team is confident that we can provide the City of Highland with the high level of detail and attention in Landscape Architectural Services that we have provided to our numerous municipal clients throughout our *35 years* of experience in park and public landscape planning and landscape architecture.

Our two Principals and two dedicated Senior Project Managers hold current Landscape Architect licensure in the State of California:

Tim Maloney LLA#2110
Licensed Continuously since Jan 1982 (38 yrs)

Scott Rice LLA #5111
Licensed Continuously since Oct 2005 (15+ yrs)

Dan Burkhart LLA #6092
Licensed Continuously since Aug 2015 (5 years)

Allison Rush LLA #6378
Licensed Continuously since Aug 2018 (2 yrs)

CALIFORNIA ARCHITECTS BOARD
LANDSCAPE ARCHITECTS TECHNICAL COMMITTEE
2420 DEL PASO ROAD, SUITE 105
SACRAMENTO, CA 95834
916 575-7230

Landscape Architect

CERTIFICATE NO. 5111

EXPIRATION 12/31/22

SCOTT JOSEPH RICE
COMMUNITY WORKS DESIGN GROUP
4649 BROCKTON AVENUE
RIVERSIDE CA 92506

Signature

RECEIPT NO. 02952004

Additionally, our staff holds a variety of Certifications that boost our abilities in the Landscape Architectural realm, including the following:

- LEED Accredited Professional (LEED AP)
- Certified Access Specialist (CASp)
- Certified Irrigation Designer (CID)
- Certified Playground Safety Inspector (CPSI)
- SITES Accredited Professional (SITES AP)
- ISA Certified Arborist (ISA)
- Certified Landscape Irrigation Auditor (CLIA)

Our in-house team is supplemented by the following subconsultants:

CIVIL ENGINEERING/ SURVEY/ RIGHT-OF-WAY will be performed by the City's Engineering Consultant,TKE Engineering of Riverside. CWDG and TKE have developed a great working relationship that has resulted in successful projects beyond Highland.

ENVIRONMENTAL/ CEQA/ NEPA services will be performed by The Altum Group of Rancho Mirage.

QUALITY ASSURANCE/ QUALITY CONTROL

To assist in the development of accurate plans, specifications and "buildable" projects, we are pleased to have Tim Maloney, Licensed Landscape Architect and Company Founder, to continue the role of providing quality assurance and quality control protocol. Tim's valuable insight and assistance for such important tasks as Quality Control as well as Construction Design, Irrigation Design, Municipal Planning, Water Management, Value Engineering/Cost Management and Construction Administration is unmatched. In addition, his knowledge of the grant process and funding opportunities as well as grant writing bring an added dimension to the team and the City.

Community Works Design Group has many in-house practices to ensure that our team is providing:

On time delivery
Projects in budget
Complete and accurate plans and specifications

Our firm utilizes an online-based application called Basecamp to balance coordinate project responsibilities amongst internal staff and subconsultants. This platform also allows our clients to have the ability to maintain a real-time "window" into the inner workings of our firm. This accountability will serve as peace of mind for the County, with a level of transparency not offered by other firms.

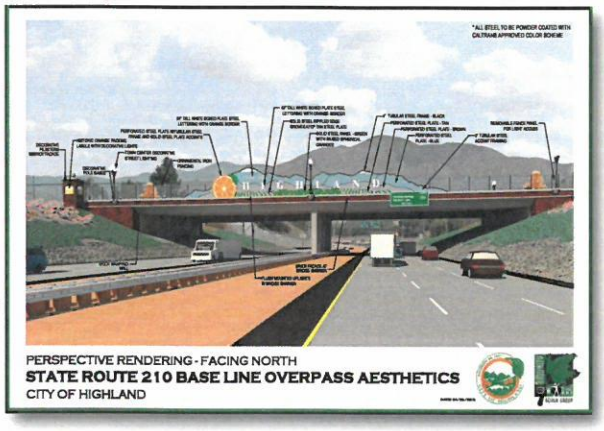
Once COVID-19 restrictions are lifted, we will resume our Monday morning staff meetings where all active projects are discussed. Each applicable project manager reports to the entire staff in regards to the needs and schedule of the project, and staff is delegated to the project for that week on an as-needed basis. The project manager also sends out frequent e-mail updates to the entire consulting team in regards to up-coming deadlines and proposed schedules for the month. For larger projects, we also utilize Microsoft Project software to keep up-to-date information for the entire team and to keep the client apprized of the project schedule.

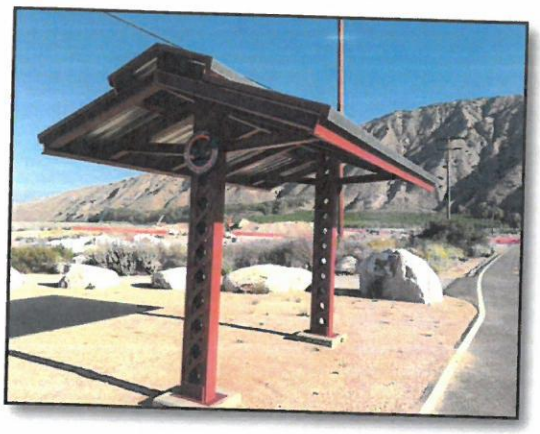
As our firm specializes in park and recreation planning and various municipal projects, we receive bids for several similar-scoped projects on a regular basis. With each bid received, we request "unit prices" be provided for every construction item. With this current information in hand, we can compare the averages of the unit prices with our in-house cost estimate unit prices and adjust if necessary. Our reputation is built on our timely completion of contractual obligations and our ability to meet our clients' needs. We take this very seriously and work to maintain promised schedules and obligations.

REFERENCES

We encourage you to reach out to the following clients for a candid assessment of our ability to maintain proactive, dedicated service on the successful execution of park and recreation projects.

Client:	CITY OF HIGHLAND
Services rendered:	CWDG served as prime consultant for various park, trails, streetscape, and turf reduction projects throughout the City. CWDG also has provided all Landscape Plan Check and Inspection Services for the City continuously since 1990.
CWDG Staffing:	City Landscape Architect/ Inspector: Scott Rice (2005-present) Allison Rush - 3d Design
Contact:	Kim Stater, Assistant Community Development Director (909) 864-8732 kstater@cityofhighland.org
Reference Projects: (Design)	City-wide Turf Reduction Improvements (Completed 2017); SR 210/ Base Line Widening - Landscape and Community Identity Improvements (100% Design)
Additional:	We have reviewed over 250 landscape plans for the City, and have provided input on several key Specific Plans for commercial, industrial and residential zones within the City. *Our work experience with the City of Highland involves extensive coordination between Public Works and Planning Divisions, City residents and business owners, Caltrans, County of San Bernardino, and many others.*

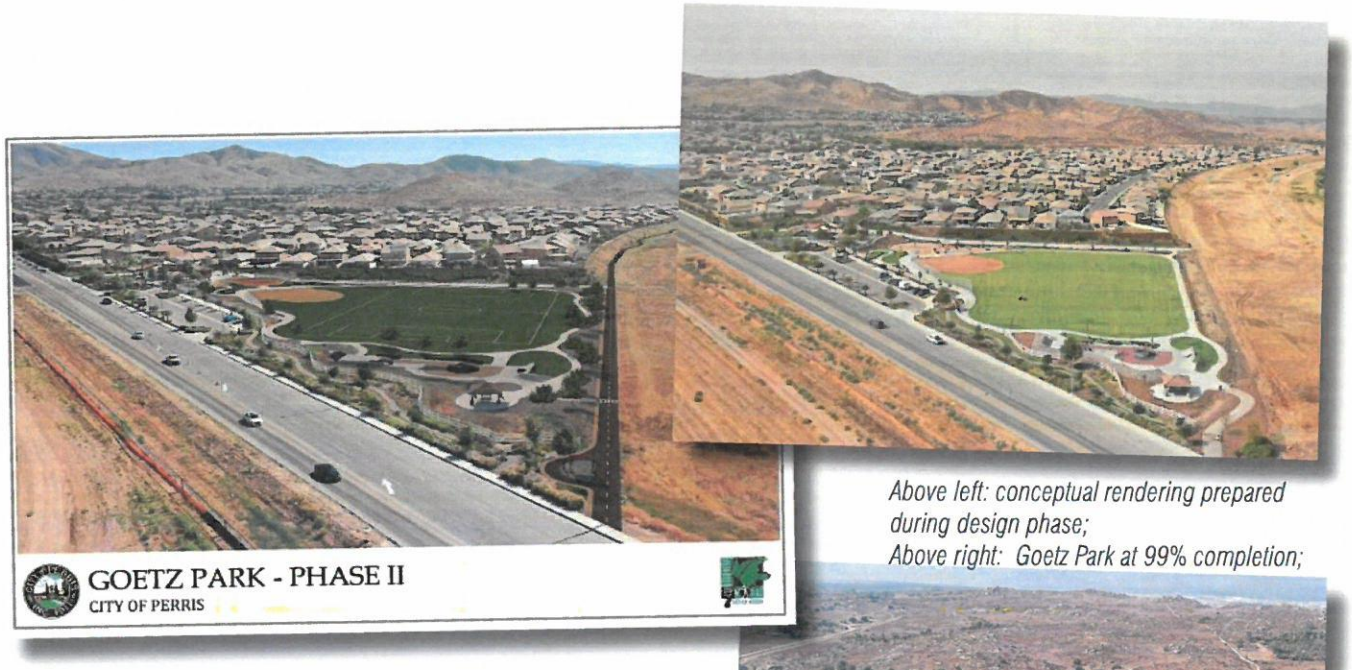




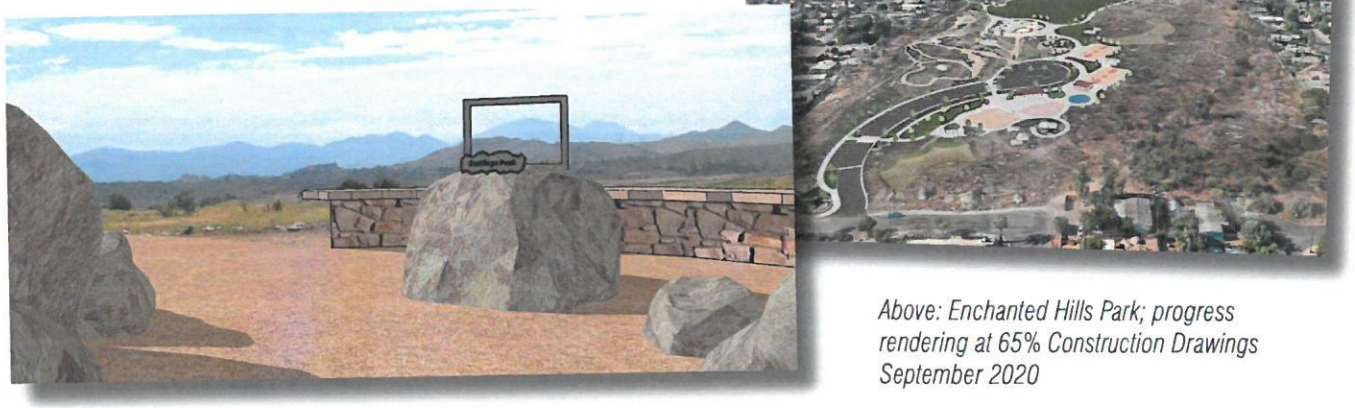
"Community Works Design Group has been the City of Highland's exclusive Landscape Architectural firm since 1990. Their commitment to the City is reflected in their quality of work, timely response and customized solutions to our challenges, and overall responsiveness."

- Lawrence A. Mainez, Community Development Director - City of Highland

Client:	CITY OF PERRIS
Services rendered:	CWDG served as prime consultant for master planning, assisted in public outreach for grant submittal preparation, and provided construction document preparation, bid support and construction administration for park and trail projects.
CWDG Staffing:	Project Principal: Scott Rice Project Manager: Allison Rush
Contact:	Sabrina Chavez, Director of Community Services (951) 435-7220 ext. 278 schavez@cityofperris.org
Reference Projects:	Goetz Park, Phase II (4 acres, $2 million (Design 2019 - Completed September 2020) Enchanted Hills Park ***Prop 68 SPP - $8.5 M award winner*** (23 acre site, $8 million (Conceptual Design 2019, CD's 2020; Currently bidding)

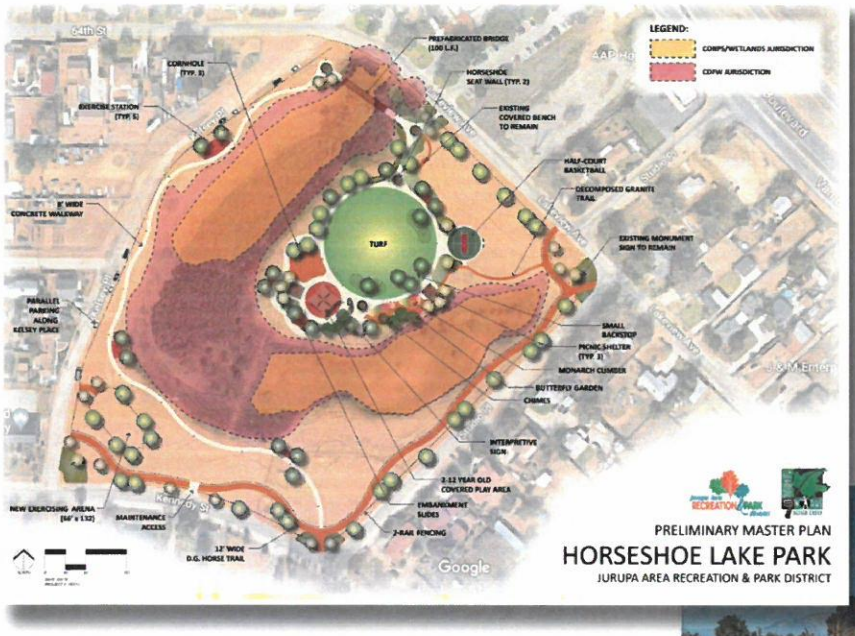


Above left: conceptual rendering prepared during design phase;
Above right: Goetz Park at 99% completion;



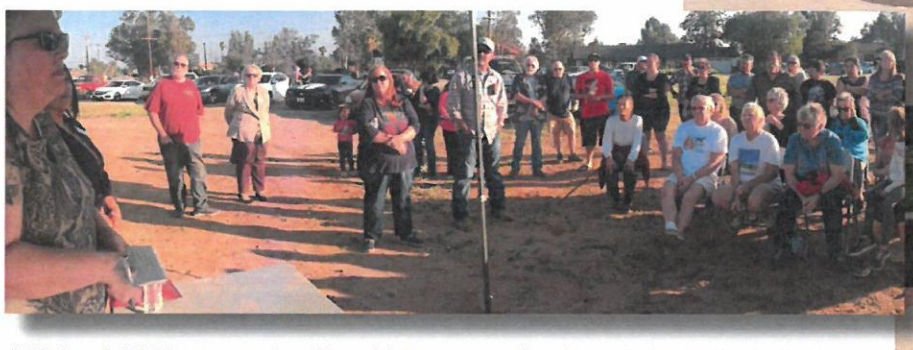
Above: Enchanted Hills Park; progress rendering at 65% Construction Drawings September 2020

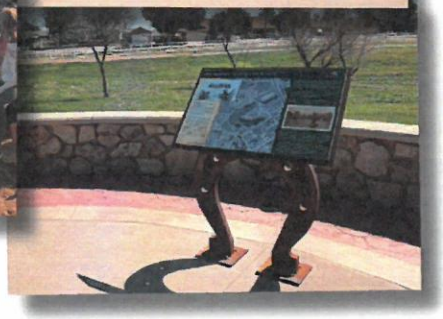
Client:	JURUPA AREA RECREATION & PARK DISTRICT (JARPD)
Services rendered:	CWDG served as prime consultant for various park design and renovation projects throughout the District. CWDG also has provided all Landscape Plan Check and Inspection Services for the District continuously since 2015.
CWDG Staffing:	Project Principal: Scott Rice Project Managers: Scott Rice, Kay Kite, Allison Rush
Contact:	Colby Diuguid, General Manager (951) 361-2090 colby@jarpd.org
Reference Projects:	Various Playground Renovation Projects - $1 million (Completed 2017-2018) Veterans Park Renovation and Splash Pad -$ 1 million (Opened October 2018) **Horseshoe Lake Park - $3 million (Designed 2018-2019; Opened Fall 2020)**



Horseshoe Lake Park
Notable Features:

- *Entire park utilizes solar power for lighting and irrigation control*
- *Balanced grading on-site (no import or export)*
- *Existing vernal pools protected in place*
- *Pervious paving used for walking paths*





CWDG and JARPD met on-site with residents surrounding the park site, to physically identify locations of all proposed features.

Client: CITY OF RIALTO

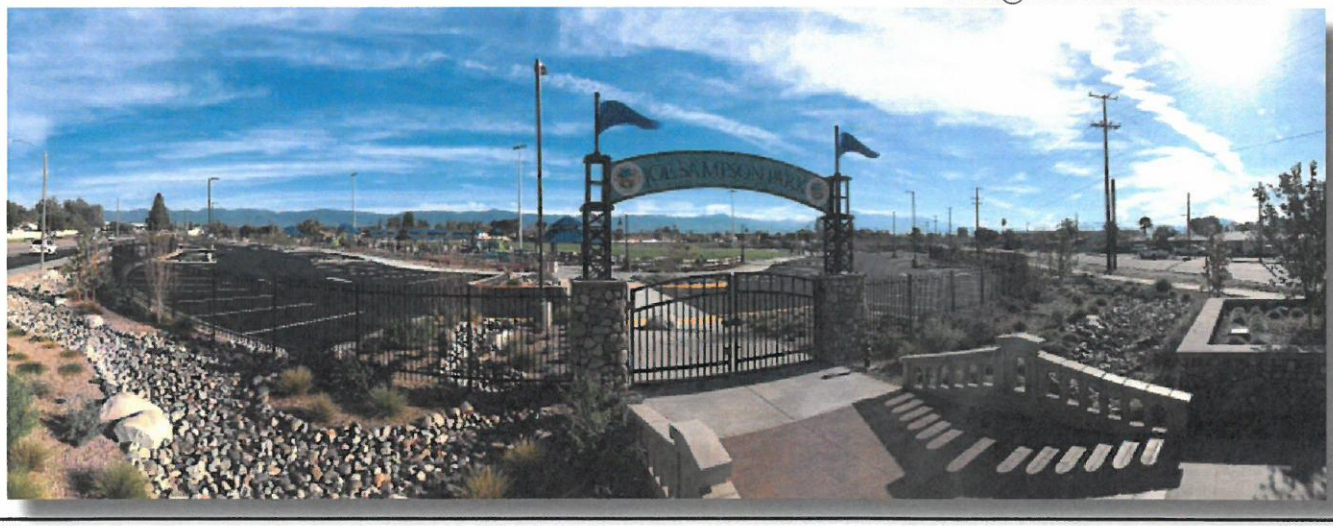
Joe Sampson Park:
8 ac. New Neighborhood Park
($5.5 M/ Opened February 2019)

Notable Features:

- *Dry-stream infiltration feature along its south and west perimeter, constructed of rock harvested during on-site grading operations*
- *Custom "Rialto" bridge over dry stream at main entry*
- *California-friendly planting palette, generally consisting of low water use plants, irrigated by Calsense ET adjusted controller*
- *Porous rubberized jogging track at perimeter of sports field, keeping overspray off impervious surfaces*

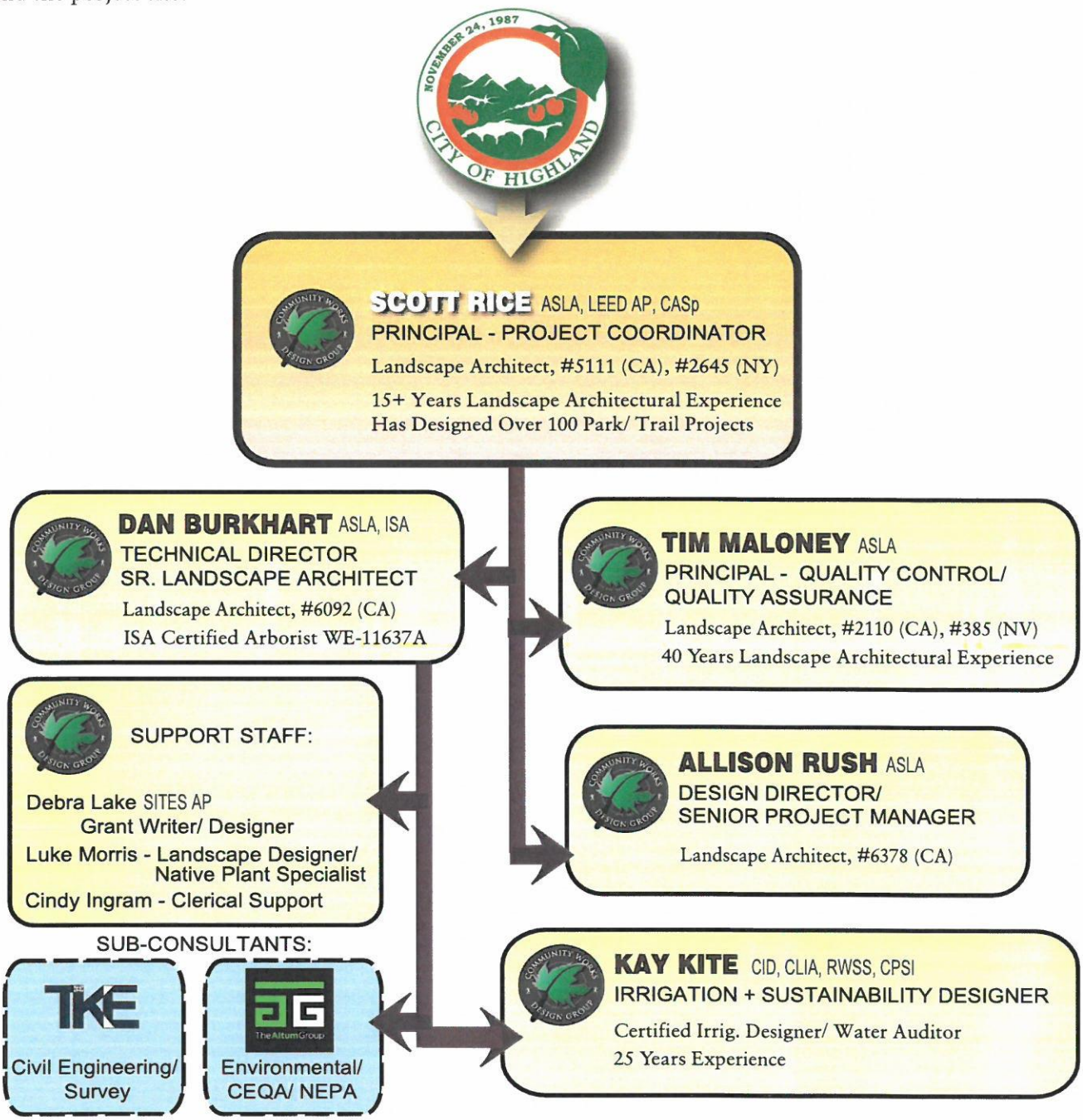
> *We found the CWDG team, led by Scott Rice, to be very proactive, friendly, and detailed throughout the construction of Joe Sampson Park.*

Sam Kasbar, VP
KASA Construction
samk@kasaconstruction.com



PROPOSED STAFFING

The Community Works Design Group (CWDG) team will be led by Scott Rice, Principal Landscape Architect. Scott will be our primary contact person for Natural Parkland Trails project, and will be assisted by Dan Burkhart, Senior Landscape Architect. Scott is a familar face to the City, as he serves as the City Landscape Architect and has done so since 2005. Scott has developed a long-lasting reputation for providing responsive and efficient "extension of City staff" services to our municipal clients, regardless of distance between our office and the project site.



RESUMES OF RESPONSIBLE PERSONNEL

SCOTT RICE ASLA, LEED AP, CASp
PRINCIPAL LANDSCAPE ARCHITECT

Education:

Bachelor of Science in Landscape Architecture, California State Polytechnic University, Pomona (2002)

Licensed Landscape Architect: California #5111 (2005-current)

New York #2645 (2016-current)

Certified Access Specialist: California CASp-709 (2016-current)

Years of Experience: 25
Years with Firm: 18

Affiliations:

American Society of Landscape Architects (ASLA) - Full Member

U.S. Green Building Council LEED Accredited Professional

Certified Access Specialist Institute – Full Member

Building Industry Association – Riverside County Chapter Member, Board of Directors Leaders of Tomorrow (LOT) Committee – 2017 Chairman

Notable Project Experience:

Frisbie Park Expansion and Skate Park – City of Rialto - $18 million

Enchanted Hills Park and Skate Park – City of Perris - $8 million

Goetz Park Phase II and Skate Spot – City of Perris - $2 million

Mr. Scott Rice is President and Managing Principal of Community Works Design Group (CWDG). He has managed over $150 million of park projects during his tenure at CWDG. Scott oversees the development of construction documents, plan checking, cost estimating, conceptual rendering, and construction observation and management.

Scott graduated with honors from Cal Poly Pomona, earning a Bachelor of Science Degree in Landscape Architecture. He is a full member of the American Society of Landscape Architects (ASLA). Additionally, Scott is a LEED Accredited Professional (LEED AP), as designated by the United States Green Building Council (USGBC), and a Certified Access Specialist (CASp) as issued by the State of California, Division of the State Architect. Scott is one of only three Landscape Architects in California that currently hold CASp Certification.

Scott also serves as the City Landscape Architect for the City of Highland, California, and has acted in that capacity since 2005. Scott also has served as a Contract Park Planner for Jurupa Community Services District (JCSD) since 2003 and Consultant Park Planner/ Plan Checker for Jurupa Area Recreation and Park District (JARPD) since 2015.

Mr. Rice draws on previous work experience in graphic design and golf course maintenance to integrate high aesthetic quality in balance with functional, cost-effective design. His focus is in Public Works projects for various municipalities throughout the State, including Park Planning of various scales, including Community, Neighborhood, Sports, and Pocket Parks, as well as median and parkway landscape, and LMD/ CFD planning. Specialized areas of involvement include Skate Parks, Dog Parks, and Accessible Play. In addition to Park Planning, Scott is seasoned in the landscape architectural development of Multi-family Housing, Planned Residential Communities, Highway Aesthetic Design, Custom Residential Planning, and various private/commercial ventures.

In addition to Scott's 18 year tenure with CWDG, Scott took a year-long hiatus in 2010 to co-manage the design division of an internationally-recognized design/build firm, specializing in skate parks and action sports facilities throughout the *world*. When not in the office, Scott enjoys the fruits of his labor – parks and trails – with his wife and five children.

TIMOTHY I. MALONEY ASLA, CPRS
PRINCIPAL LANDSCAPE ARCHITECT

B.S., Landscape Architecture, California Polytechnic State University at San Luis Obispo
Licensed Landscape Architect, State of California, #2110

Mr. Tim Maloney is the Founder of Community Works Design Group. Graduating with Honors from Cal Poly, San Luis Obispo, he holds a Bachelor of Science Degree in Landscape Architecture. He is a member of the American Society of Landscape Architects (ASLA), California Park and Recreation Society (CPRS), and the Southern California Turfgrass Council.

Prior to entry into the private sector of the profession, Tim was Assistant Landscape Architect for the City of San Luis Obispo. His varied responsibilities with the City included park design, streetscene design, consultation for the Architectural Review Board and City/ consultant liaison.

The firm's philosophy, "We will exceed your needs," is accomplished by his hands-on approach to each project. As President of the firm, Tim maintains a strong role in the overall coordination of each project. He stresses physical and economical feasibility of the total project, through careful supervision and production coordination from initial design phases through construction implementation.

DANIEL BURKHART ASLA, ISA
SENIOR LANDSCAPE ARCHITECT - TECHNICAL DIRECTOR

B.S., Landscape Architecture, California State Polytechnic University at Pomona
Licensed Landscape Architect, State of California, #6092
ISA Certified Arborist WE-11637A

Dan is a Senior Project Manager and Technical Director for our firm. He is responsible for reviewing all technical aspects of construction drawings and specifications, and working in concert with our design director to ensure that all of our firm's designs are constructable and can be maintained within our clients' available resources.

Prior to joining our firm, Dan served as a Senior Landscape Inspector for the City of Yorba Linda. He also has more than a decade of experience as an estimator and foreman for large-scale landscape contractors. He is both a licensed landscape architect and ISA Certified Arborist.

KAY C. KITE CID, CLIA
IRRIGATION AND SUSTAINABILITY DESIGNER

Bachelor of Arts, California State University at San Bernardino
Master of Landscape Architecture, California State Polytechnic University, Pomona
CID/ CLIA Irrigation Association #006190

Ms. Kay Kite is an Irrigation Specialist with Community Works Design Group. Kay graduated from California State University in San Bernardino, Cum Laude, earning a Bachelor of Arts degree. Kay has been with CWDG for 21 years. She will be providing services in Irrigation Design and Water Auditing.

Kay draws from over ten years of practical and theoretical irrigation training in order to design systems for projects, ranging from small pocket parks to one hundred and twenty acre sports parks. Not limited to irrigation systems, Kay has over nine years of experience in a variety of landscape design projects including various parks, Multi-family Housing, Planned Residential Communities, Urban Streetscapes, and other private/ commercial ventures.

ALLISON RUSH, ASLA
SENIOR PROJECT MANAGER

Bachelor of Arts, The Pennsylvania State University
Master of Landscape Architecture, Temple University
Licensed Landscape Architect, State of California, #6378

Ms. Allison Rush is a Project Manager with Community Works Design Group, with East Coast roots. Allison earned her Bachelor's degree in Human Geography from Penn State, and her Master of Landscape Architecture degree from Temple University.

Allison's undergraduate and graduate work focused on the means and methods of interaction between people and public spaces. She excels at understanding how best to configure and optimize outdoor spaces for the health and enjoyment of users of all ages and abilities. Allison also has a strong grasp of designing with various digital media techniques, including CAD, 3-d modeling and photo simulation. With her education and skills, Allison has been integral in our team's efforts of conveying and shaping ideas for many important projects throughout California.

Mr. Terry Renner, P.E., Q.S.D.

Project Role

Civil Project Manager

Education

BS, Civil Engineering, California State Polytechnic University, Pomona

Continuing Education

Caltrans SWPPP Certified QSP/QSD Training

Registration

Registered Civil Engineer, PE 69984 (CA)

Qualified SWPPP Developer and Practitioner #24329

Affiliations

Riverside-San Bernardino Counties Branch, American Society of Civil Engineers

American Public Works Association

American Council of Engineering Companies of California

Mr. Renner is the Vice President of TKE and has 20 years of experience in civil engineering infrastructure projects, including park and trail improvements, drainage improvements, sewer and water improvements, transportation improvements, facilities improvements and recreation improvements. He has managed numerous projects and has delivered projects for numerous Cities throughout Southern California including the City of Moreno Valley, Fontana, Upland, Riverside, Redlands, Rialto, Calimesa, El Monte, Corona and County of Riverside. As a project manager, Mr. Renner has been responsible for design production, supervising a staff of engineers and drafters, coordinating work between the production team and the client, and for submitting all deliverables in a timely manner. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the plans produced by TKE continue to exceed industry standards.

Park Projects

- *4th Street Community Park, City of Calimesa, CA* – Mr. Renner provided Construction Administration services for the 4th Street Community Park project located in the City of Calimesa on 4th Street south of County Line Road. The project included the construction of a 2.5 acre park with outdoor pavilion, restrooms, storage room, perimeter fencing and walls, two age defined playground facilities, walking trails with fitness stations, large and small breed dog parks and several tranquility gardens. Mr. Renner was responsible for grant management with the California Department of Parks and Recreation, project management, bidding services, permitting, construction administration, and utility coordination.
- *Jerry Eaves Park, City of Rialto, CA* – Mr. Renner was the Project Engineer for this project, for which TKE prepared a topographic design survey of the park and worked directly with the lighting manufacturer and local sports associations to field engineer the lighting locations and field layouts and grades. TKE utilized the field topographic information and designed an efficient layout to maximize the number of fields while minimizing the need for grading improvements and tree removals. During the construction process, TKE coordinated with the lighting manufacturer, and provided construction staking and field reviews for the approximately 25-acre site.

Mr. Ron Musser, P.L.S.

Project Role

Director of Survey

Registration

Professional Land Surveyor, LS 4230 (CA), Exp. 6/30/22

Affiliations

American Council of Engineering Companies of California

Mr. Musser has over 50 years of experience in performing field and office surveying services for public and private projects including roadway and highway projects. Prior to joining TKE Engineering, Inc., Mr. Musser worked as a Partner in an engineering and surveying firm and supervised the mapping department providing mapping and calculations support for the firm's projects. He has performed design topographic surveying and construction staking on all of TKE's respective design and construction management projects over the past 14 years. In addition, he has prepared records of survey, parcel maps and tract maps in Los Angeles County, San Bernardino County, Riverside County, San Diego County, and Orange County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys.

Related Experience

- *Jerry Eaves Park, City of Rialto, CA* – Mr. Musser was the Project Surveyor for this project, for which TKE prepared a topographic design survey of the park and worked directly with the lighting manufacturer and local sports associations to field engineer the lighting locations and field layouts and grades. TKE utilized the field topographic information and designed an efficient layout to maximize the number of fields while minimizing the need for grading improvements and tree removals. During the construction process, TKE coordinated with the lighting manufacturer, and provided construction staking and field reviews for the approximately 25-acre site.
- *Pit 3-Upland Sports Park Grading, City of Upland, CA* - Mr. Musser provided topographic survey and construction staking for the Upland Sports Park/Pit 3 Project located in the City of Upland generally bounded by Baseline Road to the South, SR-210 Freeway to the North, Benson Avenue to the East and Monte Vista Avenue to the West. Prior to project design TKE prepared an ALTA Survey for the property. TKE also performed hydrology studies on the property to define the flood protection required as the pit is still an active flood control basin. The City of Upland reclaimed the 50-acre, flood control basin to construct a sports park complex within the basin. The grading plan design allows for the basin to be utilized as a sports park with no interruptions during small and intermediate storms and still provides 100-year flood control protection. During construction, TKE provided construction staking, quantity verification surveys and as-built verification for the approximately 400,000 cubic yards of import.

TheAltumGroup
Strive Higher

Chris D. Moore, AICP, ENV SP

Director of Urban and Environmental Management

Role: CEQA Project Manager

Education:

M.S., Community and Regional Planning, Univ. of Texas, 1998

B.A., Environmental Biology and Environmental Conservation (double major), University of Colorado at Boulder, 1994

Registrations:

American Institute of Certified Planners (AICP), cert. #017711

Envision Sustainability Professional (ENV SP), Institute for Sustainable Infrastructure, cert. #13492

Contact:

(760) 346-4750

Qualifications:

Chris Moore has 25 years of experience in the environmental and urban planning fields. He has managed or contributed to a wide variety of projects, primarily within the western U.S., related to CEQA, NEPA, Endangered Species Act, Section 404 of the Clean Water Act, and Section 106 of the National Historic Preservation Act, among other regulations. He has been involved in hundreds of development projects of many types, from early due diligence, through planning/permitting, construction-phase compliance, and post-construction restoration.

Mr. Moore has broad-based experience managing all phases of development projects involving parks and recreation, transportation, water, oil/gas, and electrical transmission line infrastructure, solar and wind energy power plants, residential, commercial, and mixed-use development on both private and public lands. Areas of expertise include urban planning, land use, socioeconomics, Environmental Justice, community impact assessment, and public outreach/collaborative planning.

Mr. Moore manages The Altum Group's Environmental Planning and Planning Groups, providing leadership and project management for numerous CEQA and NEPA documents and related technical studies that the group routinely prepares for its clients throughout Southern California. In recent years, Mr. Moore served as Ex-Officio Board Member for the City of Del Mar Design Review Board (for 2 years) and served as Board Member for the (City of San Diego) Carmel Valley Community Planning Board (for approximately 5 years).

Project Experience:

- Horseshoe Lake Park IS/MND, Jurupa Valley, CA
- Vernola Family Park Expansion IS/MND, Jurupa Valley, CA
- Joe Sampson Park IS/MND, Rialto, CA
- Frisbie Park Expansion IS/MND, Rialto, CA
- County of San Diego Property Specific Request Subsequent EIR, San Diego County, CA
- South Education Center Project EIR, Palomar Community College District, Rancho Bernardo, CA
- Lake and Mountain Street Commercial Center EIR, Lake Elsinore, CA
- South Glendale Community Plan EIR, Glendale, CA
- Desert Springs Resort Specific Plan EIR, County of Imperial, CA
- CV Link Multi-Transportation Use Path EIR Addendum, Palm Desert, CA
- Desert AIDS Medical Campus IS/MND, Palm Springs, CA
- Ocotillo Wells State Vehicular Recreation Area General Plan Update and EIR, Imperial and San Diego Counties, CA
- Marine Corps Base Camp Pendleton – Basewide Bicycle Path Network Study, San Diego County, CA
- Murrieta Hills Specific Plan Amendment (MHSPA) EIR, City of Murrieta, CA
- CVAG Valley-wide ITS Improvements Preliminary Environmental Study, Coachella Valley, Riverside County, CA
- Confidential Recreation-based Specific Plan and Related Environmental Technical Studies, Imperial County, CA
- City of Cedar Park – City-Wide Bicycle Path Master Plan, Cedar Park, TX

www.thealtumgroup.com

WORK PLAN/ TECHNICAL APPROACH

STAFF AVAILABILITY: All staff members listed in this proposal are available to begin work *immediately* upon City request. We guarantee that we will adjust our master schedule to dedicate sufficient resources to the Natural Parkland Trails project.

ORGANIZATION AND SCHEDULING: We will provide the City with a critical path schedule, prepared in Microsoft Project, and will adhere to the schedule we present. Our firm utilizes an online-based application called **Basecamp** to balance coordinate project responsibilities amongst internal staff and subconsultants. This platform also allows our clients to have the ability to maintain a real-time "window" into the inner workings of our firm. This accountability will serve as peace of mind for the City, with a level of transparency not offered by other firms.

DELIVERABLES: We will provide all levels of deliverables outlined in the RFQ document. We utilize a wide variety of software, including AutoCAD 2021, Adobe Creative Cloud, Microsoft Office, SketchUp Pro 3-d, and much more. We will provide hard copy and digital media in PDF or any requested format.

OUR APPROACH: Our approach to design and quality control is unique to the industry. Every design project is assigned one Licensed Landscape Architect as Project Principal, one Licensed Landscape Architect as Project Manager, and one Assistant Project Manager. CWDG realizes that our success is based on our ability to deliver projects on time and within budget. This team approach will guarantee that the project comes in on budget and stays on budget with minimal change orders. CWDG can also offer complete construction administration and construction management services to assist the City at whatever level is desired.

WHAT SETS CWDG APART: While there are many similarities between municipal design projects, we have developed an understanding of what it takes for a project to truly stand apart and shine, as evidenced in our consistent winning of CPRS

Awards of Excellence in Park Planning and APWA Project of Merit awards. Our team offers a wide variety of in-house services, such as Irrigation Auditing via our Certified Landscape Irrigation Auditor, and Accessibility Evaluation from our Certified Access Specialist (CASp), that are dovetailed into our final products.

COMMUNITY DESIGN PROCESS: we employ what we call the "FUNnel" approach to take the multitude of "wants" and narrow them down to a final concept that reflects the best interests of the City and its constituents- and we do so in a FUN way! We typically start by gathering general information by means of online and mail-out surveys ahead of the public design meetings, with ongoing input from the City, so that we can begin to prepare informed design decisions to facilitate a conceptual design that reflects the community's interest and not OUR interests. During design meetings, we utilize a proprietary push button remote voting system called Infowhyse Reply Interact which allows the audience to vote privately and see real-time results. As a standard practice, we provide scaled 3-d modeling to help the community understand how the proposed trail improvements will actually appear, to help identify any conflicts well ahead of construction.

WORKING WITH CITY STAFF AND POLICY-MAKING AGENCIES AND STAKEHOLDERS: As we primarily work on municipal projects throughout California, our team is very well versed in the intricacies of Cities of all sizes, and have had a great rapport and positive working relationship with many department heads and staff members. We are confident that we can continue providing the high quality of service the City has come to expect from CWDG into the future!

OUR "NOT SO SECRET" INGREDIENT TO SUCCESSFUL PROJECTS is remaining in close, ongoing communication with the City and all key stakeholders throughout the life of the project - from concept to construction!

OUR RECORD OF MEETING SCHEDULES ON SIMILAR PROJECTS: We invite you to contact our listed references for confirmation of CWDG's ability to meet deadlines and critical path schedule milestones. This is especially apparent with projects where the project funding is directly connected to grant deadlines or fiscal year budgets.

ADAPTING TO COVID LIFE IN 2020: We have been successful in implementing online community outreach activities and in using alternative meeting platforms, including Google Classroom, Zoom, and Facebook Live.

> *"The City of Ojai has had many successes in working with the Community Works Design Group team for many years on various projects - from skate park design and management to the Sarzotti Park Master Plan. Their creativity and willingness to work well beyond the scope of the project in order to exceed our City's needs is just extraordinary. They have always been there for our City and they have always been on time and within budget time and time again."*
>
> **Steve McClary - Former City Manager**
> **City of Ojai**

COST ESTIMATING

We understand the importance of defining realistic construction costs and cost increase projections when budgeting for construction projects with fixed budgets. Our firm excels in this type of cost estimating, as we regularly prepare detailed construction plans, details, specifications and estimates for park projects, and strive to make our construction drawing packages the most biddable and buildable across the industry. Since we also perform Landscape Plan Check for various agencies, our finger remains on the pulse of the industry, and are able to glean tips and tricks to making plans more readable, maintaining a good balance of notes and clarifications without overwhelming the drawings with redundant information.

We are regularly receiving bids for various public work projects. Upon receiving the bid we also request from the two apparent low bidders their unit prices. We incorporate these updated unit prices into our own in-house cost estimates. This allows our firm to provide up-to date cost estimates for our clients.

The following is an excerpt from a City Council staff report for Joe Sampson Park, an 8 acre new park site in the City of Rialto. The low bid on that project was $5.15 million, with our engineer's estimate noted to be between $5.8 and $6.4 million. We always shoot for our estimates to be "in the middle of the pack" of bidders, knowing that in Public Works Construction, certain contractors will intentionally submit low bids to secure a project, with the underlying goal of recouping the money left "on the table" through a series of construction change orders.

File #: 17-796, **Version:** 1, **Agenda #:** TAB 2

Company	Location	Type of Firm	Bid Amount
KASA Construction, Inc.	Chino, CA	Corporation	$ 5,147,000
CS Legacy Construction, Inc.	Pomona, CA	Corporation	$ 5,381,000
Environmental Construction, Inc.	Woodland Hills, CA	Corporation	$ 5,494,245
USS CAL Builders, Inc.	Stanton, CA	Corporation	$ 5,628,000
Los Angeles Engineering, Inc.	Covina, CA	Corporation	$ 5,784,400
Horizons Construction Co. Int'l., Inc.	Orange, CA	Corporation	$ 5,864,000
Aramexx Group, INC.	Claremont, CA	Corporation	$ 6,054,330
Hal Hays Construction, Inc.	Riverside, CA	Corporation	$ 6,059,289
Future DB International, Inc.	Irvine, CA	Corporation	$ 6,380,000
Access Pacific, Inc.	Pasadena, CA	Corporation	$ 6,670,000
OHNO Construction Co	Fontana, CA	Partnership	$ 6,754,000

After a detailed review of the bids received, KASA Construction, Inc., of Chino, California was determined to be the lowest responsible bidder for the project. The engineer's estimated cost range to construct the site improvements for Joe Sampson Park is $5.8M to $6.4M. Staff reviewed the bid,

SCOPE OF WORK

Upon City approval of our contract and issuance of a formal Notice to Proceed, we will immediately begin with the environmental legwork toward an expedited NEPA Environmental Clearance by the State Grant Deadline. We will concurrently conduct the topographic survey work to prepare for initial design development efforts along the way to the full plans, specifications, and estimates (PS&E) necessary to obtain full City and applicable Agency approvals prior to construction. All scope items within the City's RFP are included, even if not specifically noted below. *The City's requested completion date will require a very expedited schedule driven by our diligent team! We can do this!*

TASK 1 - PROJECT INITIATION

1. Prior to the City kick-off meeting (either online via Zoom or equivalent, or in-person with appropriate COVID safety measures in place), we will meet internally to ensure our team members continue to hold schedules clear of other obligations. We will develop our Basecamp site for the Natural Parkland Trails project and will invite applicable City staff full access, so that there is full transparency to our team's progress on the project. This site will also provide a place to track questions posed to both the City and to the consultant team, as well as a frequently-updated project schedule.
2. The kick-off meeting will be in-person at City Hall followed by a site visit, unless COVID protocols in place at the time of meeting do not allow for in-person meetings. If that is the case, the meeting will be conducted on the Zoom platform.
3. While our subconsultant civil engineering/ survey company, TKE Engineering, performs the 1st utility notice and ground topographic survey of the project limits, providing 1 foot contours for natural areas and spot elevations at existing hardscape improvements, we will visit the project site to compile site photographs, key measurements, etc. Our in-house ISA Certified Arborist will document existing tree conditions. Our in-house Certified Access Specialist will perform an accessibility review of the existing parking and trail improvements.
4. We will plan on utilizing general City-anticipated design assumptions relating to geotechnical conditions of the project site for the improvements requiring structural design. No geotechnical testing will be provided unless otherwise directed by the City.

TASK 2 - NEPA ENVIRONMENTAL CLEARANCE

The majority of the environmental clearance work will be handled by our subconsultant, The Altum Group, and their designated subconsultant team for the required studies. In discussing this project in depth with Chris Moore, Director of Urban and Environmental Management for The Altum Group, the exact environmental scope is difficult to harness until the project begins to interface with Caltrans, as the liaison between the City and the NEPA Clearance.

1. Altum will prepare a Draft NEPA Preliminary Environmental Study for submittal to the City, CA State Parks, and Caltrans headquarters office in Sacramento. This task starts with the development of a project description based upon project details provided by CWDG. Based on the project description, the checklist will be filled out, and a narrative discussion justifying the answers in the checklist (Yes, To Be Determined, No) will be provided. As part of this exercise, Altum will also prepare an Initial Site Assessment (ISA) checklist to analyze potential hazards, a Visual Impact Assessment Questionnaire, and an Air Quality Conformity Findings checklist. These are required by Caltrans and will be included as exhibits to the PES. Altum will also utilize information from

Geotracker, ENVIROSTOR, and Federal Threatened and Endangered Species Lists to supplement the impact analysis, as required by the PES form. Altum will submit an electronic PDF copy of the Administrative Draft PES to the City for review. Altum assumes a maximum of one (1) round of comments from the City for the Admin Draft PES. Altum will include instructions on pages of the PES requiring Agency signature, which need to be returned for inclusion in the Draft PES to be submitted to Caltrans.

2. **Biological Resources PES Document Support:** Altum's biological resources subconsultant, ELMT, will assist Altum in providing responses to biological resources and water resources related PES form questions. ELMT will assist Altum with the PES by providing a screening memo that will provide the answers and the justification text to address the following PES form categories and questions relating to biological and water resources.

3. **Cultural Resources PES Document Support:** Altum's cultural resources subconsultant, PaleoWest, will assist Altum in providing responses to cultural resources and paleontological resources-related PES form questions. PaleoWest will conduct desktop cultural and paleontological resource studies in support of the PES for the project.

   The following cultural resource tasks are anticipated:

   - PaleoWest will complete a cultural resource literature review and records search of the project area. This search will encompass a one-mile radius of the project area. This records search will also be utilized for the cultural resource technical studies.
   - PaleoWest will review landownership status within the project area to determine if the project is adjacent to or will encroach on any Tribal lands.
   - PaleoWest will contact the Native American Heritage Commission (NAHC) for a search of the Sacred Lands File (SLF) of the project area.
   - PaleoWest will prepare a technical memorandum summarizing the results of the records search and SLF search and identifying any potential land ownership issues that might affect the project.

   The following paleontological resource tasks are anticipated:

   - PaleoWest will request a museum records search at the Western Science Center for potential paleontological resource localities in the vicinity of the project area. To supplement museum collections records, a review of published and unpublished geologic mapping and literature will be performed to identify the geology and paleontology of the project area.
   - Upon completion of the records search, literature review, PaleoWest will prepare a technical memorandum summarizing the potential paleontological resource issues, risks, and assumptions that might affect the project. In addition, the memo will describe the geologic and paleontological setting of the project area.

4. **Submittal to Caltrans:** Altum will revise the Draft PES per comments received from the City. Altum will compile the completed Draft PES for electronic submittal to Caltrans for review.

5. **Final PES Form:** Based on Altum's experience with Caltrans, they typically request minimal supplemental information rather than a revised copy of the PES form. If any comments are received by Caltrans staff with the specific information they are requesting. If Altum receives more extensive comments from Caltrans staff, we will submit a revised copy of the PES form. We assume the submittal will be electronic and no additional hard copies of the PES will be required. Altum

assumes a maximum of one (1) round of comments from Caltrans for the PES.

6. **Technical Studies:** Altum has identified multiple technical studies which we believe are likely going to be required by Caltrans. Once Caltrans has reviewed the Draft PES document, they will identify the technical studies they will require to support the NEPA documentation required for the project. Because there is some uncertainty regarding exactly which technical studies Caltrans will require, Altum has identified all of the technical studies as optional tasks which can be selected by the City once it is known which specific technical studies will be required.

(a) **Area of Potential Effect (APE) Map**
Altum's subconsultant, PaleoWest, will assist Caltrans in establishing an APE for the project that takes into account all direct and indirect impacts to potentially significant cultural resources. Following the delineation of the APE, an APE map will be drafted and submitted to Caltrans for review. The map will include both the areas of direct and indirect impact and will have a signature and date block for the "Caltrans Local Assistance Engineer" and the "Caltrans Professionally Qualified Staff". The APE Map will be included as an attachment to the Historic Property Survey Report (HPSR).

(b) **Historical Property Survey Report (HSPR)**
Altum's subconsultant, PaleoWest, will prepare a Historic Property Survey Report (HSPR) in accordance with the guidelines and recommended procedures outlined in Volume 2 of Caltrans' SER Handbook. The work will be supervised or performed by personnel who meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (36 CFR Part 61) and the professional qualifications standards outlined in Attachment 1 to the Section 106 Programmatic Agreement with the Federal Highway Administration (FHWA).

- HPSR short form in accordance with Caltrans' SER Volume 2; the HPSR summarizes the results of the Archaeological Survey Report (ASR) and Historic Resource Evaluation Report (HRER), which are appended to it.
- PaleoWest is prepared to assist Caltrans District 8 in contacting individuals listed by the NAHC that may have an interest in the project. PaleoWest will prepare a consultation letter (approved by Caltrans District 8 Native American Coordinator, Gary Jones) for all Native American individuals, groups or tribes recommended by the NAHC, make a total of three attempts at contact (including the initial letter) and maintain a log of the results. To ensure that consultation efforts do not delay the environmental review process, PaleoWest is prepared to assist the City with Assembly Bill 52 (AB 52) consultation. PaleoWest is prepared to draft and/or review notification letters and provide guidance to City personnel on the procedures associated with AB 52. It is assumed that PaleoWest will not be required to attend any AB 52 consultation meetings. PaleoWest will conduct an archaeological and architectural survey. The cultural resource survey will entail visual inspection of the entire direct APE. It is assumed the (accessible) intensive, pedestrian survey area within the APE will not exceed 2 miles in length (proposed trail improvements). It is anticipated that up to two historic-era resources/ historic properties requiring documentation or evaluation will be identified within the project's direct impact area.

- As part of the project, key remnants of historic irrigation flumes/ rock walls will be restored and protected. If these features are the remains of structures built prior to the 1970's, they will need to be documented on the Department of Parks and Recreation (DPR) 523 series forms and evaluated for significance in accordance with the criteria outlined for eligibility for listing on the California Register of Historical Resources and the National Register of Historic Places. In preparing the DPR 523 form(s), the structural remains will be measured, photographed, and described in detail. This scope and cost estimate assumes that no additional cultural resources will be identified within the project area that require documentation and/or evaluation.
- PaleoWest will prepare a comment matrix for two rounds of comments by the City of Highland and by Caltrans for the HPSR and all attachments and revise to final upon acceptance.

(c) **Historic Resources Evaluation Report (HRER)**

Altum's subconsultant, PaleoWest, will prepare a Historic Resources Evaluation Report (HRER) in accordance with the guidelines and recommended procedures outlined in Volume 2 of Caltrans' SER Handbook. The work will be supervised or performed by personnel who meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (36 CFR Part 61) and the professional qualifications standards outlined in Attachment 1 to the Section 106 Programmatic Agreement with the Federal Highway Administration (FHWA).

- In consultation with the Caltrans PQS, PaleoWest will conduct outreach, typically in the form of a letter or email, to local historical societies, planning agencies, or interested individuals, and interviews with knowledgeable persons as appropriate.
- Complete an architectural survey of the APE (this will be done in conjunction with the archaeological survey of the APE). PaleoWest is aware that potentially significant historic-era resources have the potential to be impacted by this project. As such, PaleoWest assumed up to two historic-era resources will require documentation and evaluation.

(d) **Archaeological Survey Report (ASR)**

Altum's subconsultant, PaleoWest, will prepare an Archaeological Survey Report (ASR) in accordance with the guidelines and recommended procedures outlined in Volume 2 of Caltrans' SER Handbook. The work will be supervised or performed by personnel who meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (36 CFR Part 61) and the professional qualifications standards outlined in Attachment 1 to the Section 106 Programmatic Agreement with the Federal Highway Administration (FHWA).

(e) **Paleontology Identification Report (PIR)**

Altum's subconsultant, PaleoWest, will prepare an Palentological Identification Report (PIR) in accordance with the guidelines and recommended procedures outlined in Volume 1, Chapter 8 of Caltrans' SER Handbook. PaleoWest will develop an appropriate Project Study Area (PSA) map for the proposed project area, utilize the museum records search data acquired for the PES, develop brief context for paleontological resources, conduct a windshield-level palentological survey of the APE, and prepare a draft PIR. It is assumed that no paleontological resources will be identified during the survey. The scope and budget assume up to two cycles of review by the City of Highland and Caltrans.

(f) **Natural Environment Study Minimal Impact (NES-MI) Report**

Altum's subconsultant, ELMT, will prepare a Natural Environment Study Minimal Impact (NES-MI) report in accordance with the guidelines and recommended procedures outlined in the Caltrans SER Handbook. ELMT will prepare the NES-MI report according to the following subtasks:

- Develop Biological Study Area Map: The first task is to develop the Biological Study Area (BSA) that will be used as a baseline for the biological technical evaluations. ELMT assumes Altum will provide project files in GIS and ELMT will generate a GIS map that will identify the limits of the BSA including areas of direct impact, indirect impact, and buffer areas that will be surveyed. This will include the areas of signage, erosion control, culvert locations, and the new trail area. This map will be used by ELMT to guide the literature search and field survey. However, delineation of square footage and acreage impacts must be identified in the NES-MI. It is unknown if Caltrans will need to approve the BSA prior to work. ELMT will work with the City and Altum for expedited approval if required. The BSA will also include a buffer area of indirect impacts of up to 200 feet on each side from each of the planned activities. For planning purposes and for the purposes of this proposal, the BSA is assumed to include the following assumptions:
  - For the 250 linear feet of accessible sidewalk connecting to the City's Natural Parkland trailhead, we will assume 2,000 SF (250 feet x 8 feet wide, actual width not known at this time, reflecting a direct acreage of 0.05 ac and a buffer survey acreage of 2.29 ac.
  - For rehabilitation of approximately 3,500 SF of existing Natural Parkland Trailhead to mitigate the ongoing erosion and to stabilize the main Natural Parkland entrance, we will assume 3,500 SF, reflecting a direct acreage of 0.08 ac and a buffer survey acreage of 3 ac.
  - For the repair and removal of erosion problems for approximately 8,450 linear feet of existing trail, we will assume 42,250 SF (8,450 x 5 feet wide - actual width not known at this time), with a direct acreage of 0.97 ac and a buffer survey acreage of 77 acres.
  - For the construction of approximately 1,250 linear feet of new trail with a 70 foot elevation change, we will assume 18,750 SF (1,250 x 15 feet wide to accommodate an assumed new 10 foot wide trail and an additional 5 feet of slope cutbacks and erosion control to soften the elevational change), with a direct acreage of 0.006 ac and a buffer survey acreage of 11 ac.
  - For the construction of three drainage culverts varying in size from 2 to 3 feet in radius to 20 to 30 feet in length, we will assume 270 square feet of total impact for drainages, with direct acreage of 0.006 ac and a buffer survey acreage of 2.4 ac.
- Literature Review: ELMT will review relevant information including topographic maps, soil surveys, historic and current aerial photography, flood maps, hydrology/ climate information and watershed data to gain an understanding of which special-status biological and jurisdictional waters resources are likely to occur on or within the Project BSA and general vicinity. This will allow ELMT to focus its field investigation on those biological resources and habitats known to occur or that have the potential to occur within the general vicinity of the BSA.

Database and literature searches will be limited to the following:

- California Natural Diversity Database (CNDDB) Rarefind 5;
- CNDDB Biogeographic Information and Observation System (BIOS);
- California Native Plant Society Electronic Inventory (CNPSEI) database;
- Calflora Database;
- USDA Natural Resources Conservation Service (NRCS) Web Soil Survey;
- United States Fish and Wildlife Service (USFWS) Information for Planning and Conservation (IPaC) project planning tool to obtain a species list from the USFWS of threatened and endangered species known from the project vicinity;
- US Forest Service database - must be obtained directly from the US Forest Service biological services division for the San Bernardino National Forest;
- California Department of Fish and Wildlife (CDFW) - other miscellaneous databases and records;
- Historic/ current aerial photographs as appropriate to define the habitat requirements for special-status species potentially occurring on or within the vicinity of the BSA;
- Literature detailing existing wildlife movement corridors and linkages will be reviewed to determine if the proposed project will have any adverse impacts to local or regional wildlife movement corridors;
- Literature and studies relative to projects within and adjacent to the BSA;
- Environmental Protection Agency (EPA) Water Program "My Waters" data layers;
- USFWS National Wetland Inventory (NWI); and
- Aerial photography to locate and inspect any potential natural drainage features, ponded areas, or water bodies that may fall under the jurisdiction of the United States Army Corps of Engineers (Corps), Regional Water Quality Control Board (Regional Board), and/or CDFW.

- Field Investigation: Following the literature review, ELMT will systematically survey the BSA to document baseline conditions from which to evaluate the sites potential to support special-status species, sensitive habitat types, and jurisdictional drainages. The fieldwork will be conducted by qualified biologists in order to document the presence/ absence of special-status biological resources, or to determine the potential of occurrence of such resources that may not be detectable when the literature review is conducted. The location of any special-status biological resources (i.e., plants, plant communities, drainage features, wildlife), if present onsite, will be recorded in the field with a handheld GPS unit and made available early in the process for planning purposes. Additionally, the suitability of the vegetation on and surrounding the BSA will be surveyed for its ability to provide suitable avian nesting opportunities. Notes will be taken on all plant and wildlife species observed on-site during the survey. This survey will provide an understanding of the overall project setting and biological resources occurring in the area. ELMT will also conduct a jurisdictional assessment to confirm the limits of jurisdictional "waters of the United States" and "waters of the State" that may be located within and adjacent to the boundaries of the BSA. The jurisdictional limits of any observed drainage feature will be delineated during the field investigation. These data will be used to devise an appropriate clearance/ conservation strategy for implementation of the proposed project. The habitat assessment does not include focused surveys.

- Prepare Natural Environment Study: A Caltrans NES-MI Report will be prepared in the Caltrans-required format detailing the results of the literature review and field investigation that will document all plant and wildlife species observed, all habitats occurring within the BSA, the potential for any special-status species to occur, and limits of jurisdictional drainage features (i.e., "Waters of the U.S." and "waters of the State") occurring within the BSA. Detailed maps of the plant communities and jurisdictional features, and their respective acreages will be provided in the report. The report will include a map of the plant communities occurring onsite, and their respective acreages. In addition, the report will include an analysis of the project's potential impacts to special-status biological resources (i.e., special-status biological resources, jurisdictional waters, critical habitat), if any, and describe wildlife movement opportunities in the region and local wildlife movement through the area. The report will also include suggestions for further studies that may be needed prior to development, mitigation measures, and permit requirements, if needed.

7. **NEPA Categorical Exclusion (CE):** Based on Altum's experience with projects of this type, and based upon recent direct communication with Caltrans, we are assuming that Caltrans will request the preparation of a Categorical Exclusion (CE) in order to comply with the NEPA. For this task, Altum will prepare a CE using a template provided by Caltrans staff, based on the PES form prepared for the project. Altum will submit an electronic copy of the CE to Caltrans. In our experience, Caltrans will finalize the CE and Environmental Commitments Record (ECR) themselves, so we assume no revisions will be requested by Caltrans for these documents.

8. **Jurisdictional Waters Permitting:** Altum's subconsultant, ELMT, will perform this Jurisdictional Waters Permitting task. Due to the installation of the culverts, the project has the potential to need permits from the CDFW pursuant to the California Fish & Game Code - Section 1600, and a permit from the Santa Ana Regional Water Quality Control Board - either through the Porter-Cologne Act or the Clean Water Act (which will be determined after field investigation). The project may also need a permit from the US Army Corps of Engineers under the Clean Water Act, which also will be determined after the field investigation. Therefore, this optional task is provided to prepare the jurisdictional waters permits that would be necessary. ELMT's scope of work for this task does not include the preparation of a Habitat Mitigation Monitoring Program (HMMP) because the impacts to warrant this level of document is unknown at this time. If an HMMP is required, then such additional work could be performed for an additional scope and fee.

9. **Permit Processing:** Altum's subconsultant, ELMT, will perform this Permit Processing task. Once the regulatory permits are submitted, ELMT will provide services for the processing of the regulatory applications through CDFW, the Regional Board, and/ or the Corps. The processing will include required correspondence or telephone calls between the reviewing staff related to the permit or points of clarification and coordination with the client, if necessary. Typically, agency comments are responded to via email and telephone; however, this task includes one (1) round of formal (written and hard copy submittal) response to comments per each application package.

10. **Project Management and Coordination:** Under this task, Altum's project manager will coordinate with the City, Community Works Design Group, California Dept. of Parks & Recreation, with Caltrans, and with its two subconsultants, and other members of the project team. Altum's project

manager will manage all aspects of the scope of work, schedule, and budget, as well as subcontracts, project progress reporting, and QA/ QC of deliverables prior to submittal. Specific coordination tasks include communicating information needs and communicating important and time-sensitive information to the project team. Communication will be via email and telephone calls. Altum assumes that all project management for the environmental scope of this project will occur over a maximum project schedule of seven (7) months.

TASK 3 - DESIGN DEVELOPMENT/ CONSTRUCTION DRAWINGS

Because of the nature of the Environmental review discussed in detail within Task 2, portions of Task 3 will be executed concurrently with Task 2. For example, the preparation of the NEPA Preliminary Environmental Study will require the trail and educational area improvements to be developed to sufficient detail to assess their environmental impacts, and the implications of the environmental impacts may influence the final size and location of the built improvements.

1. Utilizing the topographic survey information provided in Task 1 in AutoCAD .dwg format, we will begin strategizing how to transform the conceptual ideas included in the Grant application into tangible trail improvements. Because of the limited project funding, the most critical part of this design development effort will be to produce real-time construction cost estimates concurrently with the improvement plans, and keeping tally of the costs of mitigation measures associated with the improvements. These costs will largely dictate the level of intricacy our team is able to design - whether ruts in existing trails are corrected in worst case areas only, or if entire regrading, compaction and permanent edging is viable in other areas.

2. Concurrently with item 1 above, TKE Engineering will prepare the 2nd utility notice, in order to coordinate with utility companies for adjustment and/or relocation of interfering utilities.

3. TKE Engineering will prepare a temporary construction easement (TCE) for coordination with East Highlands Ranch, to allow the City's contractor to enter private property to construct the proposed trail improvements and reconstruct affected private improvements. TKE will identify needed right-of-way to ensure that all of the necessary right-of-way is provided for the complete design of the Project. All services provided will adhere to the Uniform Act per Caltrans LAPM Chapter 13 to secure right-of-way certification.

4. While the design development drawings will be communicated and vetted through City staff informally at the 30% level, our team will prepare all necessary progress Plans, Specifications and Estimates (PS&E) for formal submittal at the 65% level. These plans will include grading and drainage, demolition/ protection, trail construction, and partial street improvements relating to the accessible on-street parking improvements at Base Line. We will prepare thorough construction details for all applicable constructed features, including but not limited to educational areas, seat walls, signage, railing, etc.

5. Once we receive comments from all applicable City departments, we will continue our PS&E effort to the 95% level for additional review. Once 95% comments are received, we will continue our PS&E efforts to the 100% level. Our team will perform a rigorous QA/QC internal review to ensure that any remaining constructability comments not covered by City plan check will have an additional opportunity to be captured and corrected prior to bidding. Once QA/QC is complete, we will prepare final mylars for signature and turnover to City.

TASK 4 - BIDDING SUPPORT

1. When the project goes out for competitive bidding, we will assist the City in the bid process, distributing bid packages to at least (3) plan rooms. We will give general direction to contractors, respond to Requests for Information and other questions asked, and issuing bid addenda as needed. We will coordinate with City staff to ensure the bid documents are properly signed and distributed within the requirements and minimum time frames identified within the Public Contract Code.

2. We will attend the pre-bid meeting and provide written minutes and follow up information as required. We will assist the City in obtaining and evaluating bids for the project as required.

TASK 5 - CONSTRUCTION PHASE SERVICES

Per discussion with City staff, the construction support scope will be handled outside of this contract. Therefore, this task is hereby excluded from our scope of services.

SCHEDULE

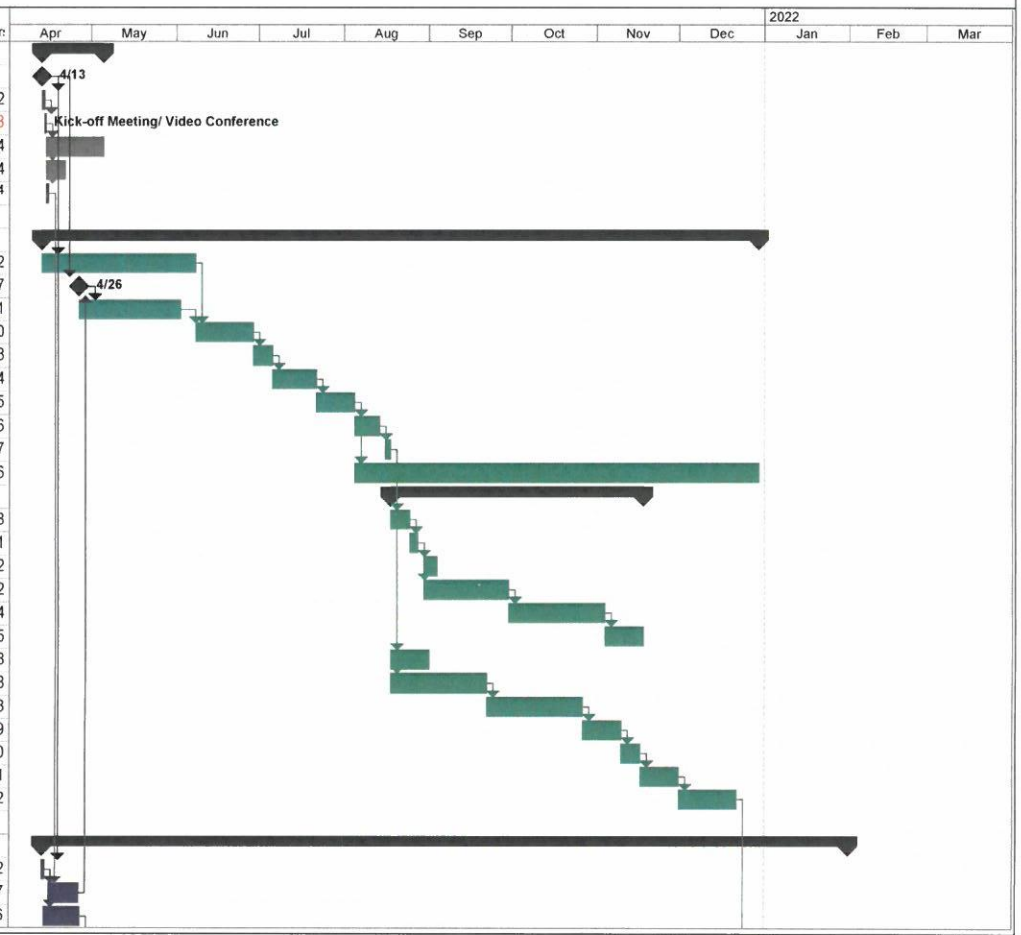
We have provided a Gantt chart of the project schedule for Tasks 1-3, which are heavily reliant upon what is likely to be a lengthy review process with Caltrans for achieving NEPA Categorical Exemption. See fold-out schedule on next page.

HIGHLAND NATURAL PARKLAND TRAIL

TENTATIVE PROJECT SCHEDULE

UPDATED: MARCH 26, 2021

ID	Task Name	Duration	Start	Finish	Predecessor
1	**TASK 1: PROJECT INITIATION**	16.5 days	Tue 4/13/21	Wed 5/5/21	
2	City Council - Award contract to CWDG team	0 days	Tue 4/13/21	Tue 4/13/21	
3	Set up Basecamp project and invite team	1 day	Tue 4/13/21	Tue 4/13/21	2
4	Kick-off Meeting/ Video Conference with City Team (TBD)	0.5 days	Wed 4/14/21	Wed 4/14/21	3
5	Perform Topographic Survey (via TKE Engineering)	15 days	Wed 4/14/21	Wed 5/5/21	4
6	Perform Utility Notice	5 days	Wed 4/14/21	Wed 4/21/21	4
7	Field Visit/ Site Inventory	1 day	Wed 4/14/21	Thu 4/15/21	4
8					
9	TASK 2: NEPA ENVIRONMENTAL CLEARANCE	187 days	Tue 4/13/21	Wed 12/29/21	
10	Cultural Resources Records Search	40 days	Tue 4/13/21	Mon 6/7/21	2
11	Receipt of Project Description	0 days	Mon 4/26/21	Mon 4/26/21	2,37
12	Create Biological Study Area Map/ Caltrans Approval	27 days	Mon 4/26/21	Wed 6/2/21	11
13	Prepare Admin Draft PES	15 days	Tue 6/8/21	Mon 6/28/21	12,10
14	City Review Admin Draft PES	5 days	Tue 6/29/21	Mon 7/5/21	13
15	Prepare Draft PES - Submittal to Caltrans	12 days	Tue 7/6/21	Wed 7/21/21	14
16	Caltrans Review Draft PES	10 days	Thu 7/22/21	Wed 8/4/21	15
17	Prepare Final PES	7 days	Thu 8/5/21	Fri 8/13/21	16
18	CT approves Final PES/ Identifies Required Tech Studies	2 days	Mon 8/16/21	Tue 8/17/21	17
19	Section 106/ Native American Consultation (Caltrans Responsibility)	105 days	Thu 8/5/21	Wed 12/29/21	16
20	**Prepare Technical Studies**	**66 days**	**Wed 8/18/21**	**Wed 11/17/21**	
21	APE Map	5 days	Wed 8/18/21	Tue 8/24/21	18
22	Caltrans Review/ Approve APE Map	3 days	Wed 8/25/21	Fri 8/27/21	21
23	Cultural Resources Field Work	5 days	Mon 8/30/21	Fri 9/3/21	22
24	Draft HPSR, HRER, ASR, and APE Map	23 days	Mon 8/30/21	Wed 9/29/21	22
25	Caltrans Review Draft Cultural Resources Reports	25 days	Thu 9/30/21	Wed 11/3/21	24
26	Prepare Final HPSR, HRER, ASR, PIR, and APE Map	10 days	Thu 11/4/21	Wed 11/17/21	25
27	Biological Literature Review and Field Survey	10 days	Wed 8/18/21	Tue 8/31/21	18
28	Draft NES-MI Report	25 days	Wed 8/18/21	Tue 9/21/21	18
29	Caltrans Review Draft NES-MI Report	25 days	Wed 9/22/21	Tue 10/26/21	28
30	Prepare Final NES-MI Report	10 days	Wed 10/27/21	Tue 11/9/21	29
31	Caltrans Approve all Tech Reports/ Initiate NEPA CE	5 days	Wed 11/10/21	Tue 11/16/21	30
32	Prepare Draft NEPA CE	10 days	Wed 11/17/21	Tue 11/30/21	31
33	Caltrans Review/ Approve NEPA CE	15 days	Wed 12/1/21	Tue 12/21/21	32
34					
35	**TASK 3: DESIGN DEVELOPMENT/ CONSTRUCTION DRAWINGS**	**209.5 days**	**Tue 4/13/21**	**Mon 1/31/22**	
36	Consultant team meeting to define and distribute redline tasks	1 day	Tue 4/13/21	Tue 4/13/21	2
37	Prepare Schematic Design (30%) with Cost Estimate	7 days	Thu 4/15/21	Mon 4/26/21	36,7
38	Prepare project description for environmental team	9 days	Wed 4/14/21	Mon 4/26/21	36



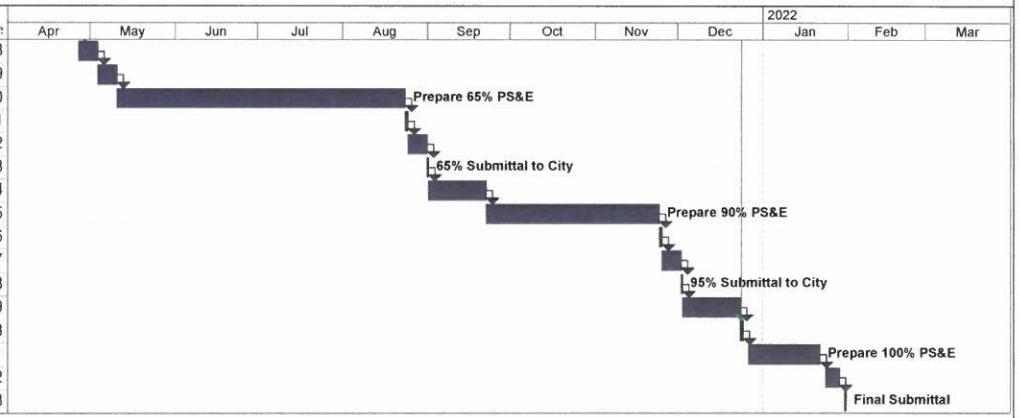
Task | Milestone | Project Summary | External Milestone
Progress | Summary | External Tasks | Deadline

HIGHLAND NATURAL PARKLAND TRAIL

TENTATIVE PROJECT SCHEDULE

UPDATED: MARCH 26, 2021

ID	Task Name	Duration	Start	Finish	Predecessors
39	Prepare 2nd Utility Notice	5 days	Tue 4/27/21	Mon 5/3/21	38
40	Prepare Temporary Construction Easement	5 days	Tue 5/4/21	Mon 5/10/21	39
41	Prepare 65% Plans/ Specifications/ Estimates	75 days	Tue 5/11/21	Mon 8/23/21	40
42	Internal QA/ QC review	1 day	Tue 8/24/21	Tue 8/24/21	41
43	Revise plans based on internal QA/QC	5 days	Wed 8/25/21	Tue 8/31/21	42
44	Submit 65% PS&E to City	0.5 days	Wed 9/1/21	Wed 9/1/21	43
45	City Review of 65% PS&E	15 days	Wed 9/1/21	Wed 9/22/21	44
46	Prepare 95% Plans/ Specifications/ Estimates	45 days	Wed 9/22/21	Wed 11/24/21	45
47	Internal QA/ QC review	1 day	Wed 11/24/21	Thu 11/25/21	46
48	Revise plans based on internal QA/QC	5 days	Thu 11/25/21	Thu 12/2/21	47
49	Submit 95% Plans to City	0.5 days	Thu 12/2/21	Thu 12/2/21	48
50	City Review - 95% level	15 days	Fri 12/3/21	Thu 12/23/21	49
51	Coordination of Plans with Final NEPA CE Docs	1 day	Fri 12/24/21	Fri 12/24/21	50,33
52	Prepare 100% Plans/ Specifications	20 days	Mon 12/27/21	Fri 1/21/22	51
53	City prepares or provides Front End Bid Specifications	5 days	Mon 1/24/22	Fri 1/28/22	52
54	Submit 100% Plans	0.5 days	Mon 1/31/22	Mon 1/31/22	53



Task | Milestone | Project Summary | External Milestone
Progress | Summary | External Tasks | Deadline

FEE PROPOSAL

The following is our proposed fee to provide all work mentioned in our proposal for the design of the Highland Natural Parkland Trails project. These fees are based upon the indicated design and construction budget of approximately $1,400,000, not accounting for Construction Management, Inspection, Construction Survey or Materials Testing:

Consultant Services		Fee
TASK 1: PROJECT INITIATION	Not to Exceed	$ 38,570.00
TASK 2: ENVIRONMENTAL CLEARANCE (see separate breakdown from The Altum Group)	Not to Exceed	$ 96,827.00
TASK 3: DESIGN DEVELOPMENT/ CONSTRUCTION DOCUMENTS	Not to Exceed	$ 73,070.00
TASK 4: BIDDING SUPPORT	Not to Exceed	$ 6,380.00
REIMBURSABLES (Printing/ Mileage, etc.)	ALLOW	$ 5,000.00
Total Design Fees (Not to Exceed)		**$ 219,847.00**

The scope and fees provided within this proposal reflect our firm's understanding of the project, including all tasks we are recommending to culminate in a successful trails project. However, we remain open to negotiating our exact scope and fees to best suit the City's needs and available budget.

CURRENT RATES

Principal Landscape Architect's time at the fixed rate of:	$195.00 per Hour
Certified Access Specialist's time at the fixed rate of:	$225.00 per Hour
Senior Landscape Architect's time at the fixed rate of:	$155.00 per Hour
Landscape Architect's time at the fixed rate of:	$145.00 per Hour
Project Manager's time at the fixed rate of:	$135.00 per Hour
Certified Water Auditor's time at the fixed rate of:	$135.00 per Hour
Certified Irrigation Designer's time at the fixed rate of:	$135.00 per Hour
Certified Arborist's time at the fixed rate of:	$125.00 per Hour
Certified Playground Safety Inspector's time at the fixed rate of:	$125.00 per Hour
Landscape Designer's time at the fixed rate of:	$115.00 per Hour
Professional Staff's time at the fixed rate of:	$ 75.00 per Hour

OUTSIDE CONSULTANTS

Services of outside consultants not listed in this proposal, at our direct cost, plus 15% of the actual cost of their services for coordination.

REIMBURSABLE ITEMS

Reimbursable items, such as the cost of plotting, graphic reproduction and shipping, at our direct cost plus 15%. Auto travel shall be charged at the current *IRS Standard Mileage Rates*. Reimbursable items are billed in addition to the stated fee.

TERMS AND CONDITIONS OF PAYMENT

We will bill in proportion to the percentage of work complete at the time of billing. All billing statements are due upon receipt. Interest will be charged at the rate of 2% per month on the past due balance thirty days and over.

		Altum Director	Altum Project Manager	Altum Associate	Altum Assistant Planner	Altum Project Coordinator	ELMT Director	ELMT Principal	ELMT Staff Biologist	ELMT GIS/CAD Specialist	Paleowest Principal Archaeologist	Paleowest Principal Paleontologist	Paleowest Senior Archaeologist	Paleowest Architectural Historian	Paleowest Staff Paleontologist	Paleowest Field Technician	Paleowest Sr GIS Specialist	Paleowest GIS Specialist	Paleowest Admin Assistant	Paleowest Copy Editor	Total Hours	Total Labor	Direct Costs	Total Costs
		$163	$152	$116	$90	$79	$200	$167	$110	$110	$150	$150	$120	$125	$90	$90	$125	$80	$75	$75				
Task																								
1	**NEPA Preliminary Environmental Study (PES) Form**																				0	$ -		$ -
	A - Project Initiation and Kickoff	6	12		8																26	$ 3,522	$ 200	$ 3,722
	B - Draft PES Form	12	24	4	12		1	5		2	1	4	12	4	8	0	0	2	2	1	94	$ 12,198	$ 1,750	$ 13,948
	C - Submittal to Caltrans	4	8	2	5																19	$ 2,550	$ 50	$ 2,600
	D - Final PES Form	4	8	2	6																20	$ 2,640	$ 50	$ 2,690
2	**Technical Studies**																				0	$ -		$ -
	A - Area of Potential Effect (APE) Map		2								1		6				13				22	$ 2,799		$ 2,799
	B - Historical Property Survey Report (HPSR)	2	2		1						8		52	12		16	4	8	2	4	111	$ 12,690	$ 50	$ 12,740
	C - Historic Resources Evaluation Report (HRER)	2	2		1						2		5	48				2		6	68	$ 8,230	$ 350	$ 8,580
	D - Archaeological Survey Report (ASR)	2	2		1						6		42				8	2		6	69	$ 8,270	$ 50	$ 8,320
	E - Paleontological Identification Report (PIR)	2	2		1							12	6		32		4	6		6	71	$ 7,550	$ 125	$ 7,675
	F - Natural Environment Study Minimal Impact (NESMI)	2	2		1		8	20	34	12											79	$ 10,720	$ 50	$ 10,770
3	**NEPA Categorical Exclusion (CE)**	6	16	6	16	6															50	$ 6,020	$ 100	$ 6,120
4	**Jurisdictional Waters Permitting**	2	2		1			27													32	$ 5,229	$ 50	$ 5,279
5	**Permitting Processing**	2	2		1			32		6											43	$ 6,724	$ 100	$ 6,824
6	**Project Management & Coordination**	8	18		8																34	$ 4,760		$ 4,760
	PROJECT TOTALS	**54**	**102**	**14**	**62**	**6**	**9**	**84**	**34**	**20**	**18**	**16**	**123**	**64**	**40**	**16**	**29**	**20**	**4**	**23**	**738**	**$ 93,902**	**$ 2,925**	**$ 96,827**

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 13, 2021

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Chuck Dantuono, Director of Administrative Services/City Treasurer
Amy Greyson, Richards, Watson & Gershon (City Attorney's Office)

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, AMENDING THE PERSONNEL RULES AND REGULATIONS FOR THE CITY OF HIGHLAND AND REPEALING AND SUPERSEDING ALL INCONSISTENT PARTS OF PRIOR RESOLUTION NO. 88-42, RESOLUTION NO. 03-032, RESOLUTION NO. 2006-002, RESOLUTION NO. 2017-027 AND RESOLUTION NO. 2019-021.

RECOMMENDATION: The Finance/Personnel Subcommittee recommends that the City Council adopt Resolution No. 2021-___ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, AMENDING THE PERSONNEL RULES AND REGULATIONS FOR THE CITY OF HIGHLAND AND REPEALING AND SUPERSEDING ALL INCONSISTENT PARTS OF PRIOR RESOLUTION NO. 88-42, RESOLUTION NO. 03-032, RESOLUTION NO. 2006-002, RESOLUTION NO. 2017-027 AND RESOLUTION NO. 2019-021.

FISCAL IMPACT: None.

PUBLIC NOTICE: The agenda for this item was posted at the three required locations.

BACKGROUND: The City Council adopted this carryover item in the Work Program on February 9, 2021 giving it a HP+ rating. The Personnel Rules were last updated in 2006.

The primary purpose for updating the Personnel Rules is to comply with Federal and State laws that have changed since they were last updated in 2006. While we were updating the Rules for Federal and State law changes, we added items that were adopted under separate Resolutions, such as Bi-lingual pay, Stand-by time, and On-call time. Also incorporated into these Rules are stand-alone policies such as the Anti-Harassment policy and the Drug-Free Workplace policy.

Approved _____	Motion	Second _____	Agenda Item No. 9
Denied _____	_____		
Continued _____	Ayes _____		File No. _____
Tabled _____	Noes _____		
	Abstain _____		
	Absent _____		
City Clerk		City Manager	

This item was presented to the Finance/Personnel Subcommittee on March 23, 2021 with Amy Greyson of the City Attorney's Office. Changes made by the Subcommittee are reflected in the attached version. The Finance/Personnel Subcommittee recommends that the City Council adopt the attached Resolution that includes the updated Rules. The Rules and Resolution were prepared by the City Attorney's Office.

Attached are two versions:
Attachment #1-A clean version with the Resolution that will go into effect if adopted.
Attachment #2-A version that contains all additions, changes, and deletions.

Attachment #1

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, AMENDING AND SUPERSEDING ALL PRIOR RESOLUTIONS, ESTABLISHING PERSONNEL RULES AND REGULATIONS

WHEREAS, the City Council is authorized and directed under the provisions of Ordinance No. 39 to adopt rules for the administration of the personnel system created in said Ordinance; and

WHEREAS, the objectives of these rules are to facilitate efficient and economical services to the public and to provide for an equitable system of personnel management in the municipal government; and

WHEREAS, these rules set forth those procedures and policies which ensure similar treatment for those who compete for original employment and promotion, and define many of the obligations, rights, privileges, and prohibitions which are placed upon all employees in the competitive service of the City; and

WHEREAS, at the same time, within the limits of administrative feasibility, considerable latitude shall be given the City Manager, the Personnel Director, and the Appointing Authority in the interpretation of these rules.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the City Council of the City of Highland (the "City") does hereby adopt the Personnel Rules and Regulations for the City, attached hereto as Exhibit "A", and incorporated herein in full.

2. That these rules establish the personnel system for the City. These rules shall apply to all employees of the City except those employees or employee groups who are excluded. Those employees or employee groups excluded are the City Manager, the City Attorney, Director of Public Works/City Engineer, Director of Community Development, City Clerk, Director of Administrative Services, Finance Director, Building Official, Public Works Manager, Public Services Manager, Administrative Services Manager, employees whose positions are funded under a state or federal employment program, peace officers, and employees designated as volunteer, temporary, per diem, provisional or seasonal. These employees or employee groups hold their positions at the will of the City Council or City Manager and are not obligated by State or Federal Law or otherwise entitled to benefits provided by these rules.

3. These Rules are not intended to and do not create any contract of employment, express or implied, or any rights in the nature of a contract.

PASSED, APPROVED AND ADOPTED THIS 13th DAY OF April 2021.

_____
Penny Lilburn, Mayor

ATTEST:

_____
Betty Hughes, City Clerk

EXHIBIT "A" RESOLUTION NO. 2021-XX

CITY OF HIGHLAND
PERSONNEL RULES & REGULATIONS

Adopted _____, 2021, Resolution No. 2021-XX,
amending and superseding all prior resolutions

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PERSONNEL RULES AND REGULATIONS

I. AUTHORITY AND PURPOSE

A. These Personnel Rules and Regulations (the "Personnel Rules" or "Rules") are adopted pursuant to City of Highland Ordinance No. 39, as codified in Chapter 2.52 of the Highland Municipal Code (Sections 2.52.010 et seq.), (hereinafter the "Personnel Ordinance") and establish specific procedures and regulations governing the personnel system of the City. These Competitive Services Rules apply to all City employees except as specifically set forth herein.

B. City Council Authority. In accordance with the Personnel Ordinance and state law, the City Council has the duty and authority to appoint, remove, promote, demote, control, order and give directions to the City Manager, City Attorney (including any Assistant City Attorney or Deputy City Attorney), City Treasurer and such other officers and employees as designated by City ordinance or law from time to time.

C. City Manager Authority. In accordance with the Personnel Ordinance, or as otherwise provided in state law, the City Manager has the duty and authority to control, order and give directions to all department heads and to subordinate officers and employees of the City under his/her jurisdiction through their department heads, and further has the duty to appoint, remove, promote and demote any and all officers and employees of the city, except the City Attorney and City Treasurer. The City Manager may delegate his/her authority in accordance with these Rules.

1. The City Manager shall appoint the Personnel Director and the Appointing Authority, except where the City Manager serves as the Appointing Authority, or the Appointing Authority is the City Council or any individual, body, committee, subcommittee, or board appointed by the City Council, as those terms are used in these Rules. The City Council designates the Personnel Subcommittee of the City Council as the alternate authority to perform the functions of the City Manager pursuant to these Rules, when, in the opinion of the City Manager or at the direction of the City Council, good cause exists for an alternate authority to hear appeals or make final decisions as to a particular employee or employees. The affected employee shall be notified by the City Manager in writing of the City Manager's or the City Council's designation of the alternate authority to perform the functions of the City Manager pursuant to these Rules, and the reasons for the alternate designation. The notice of designation shall be placed in the employee's personnel file. The employee may appeal the designation to the City Council.

D. Administrative Policies and Procedures. Pursuant to the Personnel Ordinance ~~No. 39~~, the City Manager or other ~~the~~ Appointing Authority has the authority to issue administrative policies and procedures to implement or supplement these Rules. Department Heads, with the concurrence of the Appointing Authority, may issue department rules to implement or supplement these Rules within department(s) or other work groups under their control. In the event that such other administrative policies, procedures or department rules conflict or are inconsistent with these Rules, the provisions of these Rules shall control.

E. Conflict with Collective Bargaining Agreements. Whenever an applicable memorandum of understanding expressly preempts a section or identified portion of a section in these Rules, the memorandum of understanding will prevail once accepted by the bargaining group

and approved by the City Council. All provisions of these Rules that are not in conflict will remain in force.

F. Severability. Should any provision of these Rules be rendered illegal, unenforceable or invalid, in whole or in part, the remaining provisions or parts of these Rules will remain in full force and effect.

G. Emergency Situations. In cases of emergency, the City Manager may temporarily change, suspend or otherwise modify these Rules. Such emergency change shall be limited to the timer period and subjects necessitated by the emergency. Any emergency change to be adopted permanently may be implemented on a temporary basis under this paragraph until such time as it may be adopted as a formal amendment by the City Council.

H. Collective Bargaining. These Rules are adopted, amended and administered in compliance with the Meyers-Milias-Brown Act, commencing at California Government Code §3500 (the "MMBA"). The City Council, the City Manager, the Personnel Director and the Appointing Authority shall endeavor to interpret and apply these Rules in a manner consistent with the MMBA and may delay or decline to take any action that would violate the MMBA. Nothing in these Rules is intended to establish any new labor relations requirement or to change or expand any labor relations requirement beyond that required by state or federal law.

I. At-Will Employment Status: All department heads and other management employees, and all City officers are employed in an at-will status and serve at the pleasure of the Appointing Authority, and do not have any property interest in his/her employment or office with the City. This means that either the employee (or officer) or the City may end the employment relationship or appointment at any time, with or without cause, with or without prior notice, and without any right of review, appeal or grievance.

1. At-Will Positions. As provided in the Personnel Ordinance, the following positions are at-will positions, and all persons retained or employed in any of these positions are at-will employees who serve at the pleasure of the Appointing Authority:

a. The City Manager (subject to the terms of employment contract, if any) and any assistants to the City Manager;

b. All department heads (also known as directors) and managers;

c. All persons not regularly employed in permanent positions in the competitive service, as defined in the Personnel Ordinance and these Rules, including but not limited to, all probationary employees;

d. All persons employed in positions designated as seasonal, emergency or temporary/part-time;

e. All persons employed under a contract to supply expert, professional, technical or any other services;

f. Emergency employees hired to meet the immediate requirements of an emergency condition, such as extraordinary fire, flood, or earthquake which threatens life or property;

g. Any employee employed in a position primarily funded under a state or federal program; and

h. Any other position not otherwise designated as a regular position in the City's competitive service, as defined in the Personnel Ordinance or these Rules.

In the event that there is any conflict between these Personnel Rules and the Personnel Ordinance with regard to designation of at-will status, the provisions of the Personnel Ordinance shall control.

2. No Right of Appeal, Pre-Discipline or Grievance. At-will employees may be terminated from the City at any time with or without cause and shall not have any rights to any pre- or post-disciplinary due process or evidentiary appeal, review, or grievance under these Rules, including but not limited to Rule XX (Disciplinary Action) and Rule XXIII (Grievance Procedure). The imposition of discipline, the issuance of a performance evaluation or rating, or the implementation of any employment action against or with regard to any at-will employee (including but expressly not limited to, the granting of a promotion or demotion to another at-will position, the assignment or granting of any compensation rate, a reduction in pay, or any merit advancement, and/or the imposition or completion of any probationary period or review period) shall not modify or remove the at-will status of any such employee.

3. Except as otherwise expressly provided in these Rules, or by separate resolution of the City Council, these Rules shall not apply to at-will employees.

J. Independent contractors and volunteers are not employees of the City and are not included in the competitive service.

K. At-will employees are not included in the competitive service. Notwithstanding their exclusion from the competitive service, the following Rules shall apply to at-will employees as indicated:

1. Rule I (Authority and Purpose), Rule II Definitions), and Rule III (General Provisions- Sections (A) through (K), inclusive) shall apply to the City Manager, management employees and all other at-will employees.

2. Rule IV (Classification) shall apply to probationary employees.

3. Rule V (Recruitment, Selection and Appointment, Sections (A) through (K), inclusive), shall apply to probationary employees. These provisions shall apply to other categories of at-will employees when deemed appropriate by the City Council or City Manager.

4. Rule VI (Examinations) shall apply to probationary employees. These provisions shall apply to other categories of at-will employees when deemed appropriate by the City Council or City Manager.

5. Rule VIII (Method of Filling Vacancies) shall apply to probationary employees. These provisions shall apply to other categories of at-will employees when deemed appropriate by the City Council or City Manager.

6. Rule XI (Temporary Employment), shall apply to management employees, temporary/part-time employees, seasonal employees, other temporary employees, and emergency employees. when deemed appropriate by the City Council or City Manager.

7. Rule XIII (Compensation and Payroll Practices -- Sections (A) through (K), inclusive) shall apply to probationary employees, temporary/part-time employees, seasonal employees, other temporary employees, emergency employees, the City Manager and other management employees in accordance with the terms. conditions and eligibility requirements as set forth in each provision.

8. Rule XIV (Work Week, Work Schedules, Overtime and Compensatory Time), shall apply to at-will employees, subject to the terms, conditions and eligibility requirements as set forth in each provision.

9. Rule XV (Employee Benefits) (including but expressly not limited to, sick leave, family care and medical leave, pregnancy disability leave, and state workers' compensation) shall apply to at-will employees, , to the extent such employees meet the terms, conditions and eligibility requirements for an employee benefit.

10. Rule XVI (Attendance, Leaves, Reports and Records) (including but expressly not limited to, attendance, military leave, leave of absence without pay, jury duty/court leave, school leave, leave and reasonable accommodation for victims, ADA disability accommodation, and fitness for duty) shall apply to at-will employees, subject to the terms, conditions and eligibility requirements for such leave or other provisions.

11. Rule XVIII (Personnel Records) shall apply to at-will employees.

12. Rule XIX (Separation from City Employment) shall apply to at-will employees as specified according to the terms, provisions and conditions therein.

13. Rule XXI (Layoff Policy and Procedure -- Sections (A) through (H), inclusive), shall apply to at-will employees, as specified according to the terms, provisions and conditions therein.

14. Rule XXII (Separation from Service) shall apply to at-will employees, as specified according to the terms, provisions and conditions therein.

15. Rule XXIV: Anti-Harassment Policy -- Sections (A) through (C) inclusive, shall apply to all at-will employees.

16. Rule XXV: Policy Against Workplace Violence -- Sections (A) through (F), inclusive, shall apply to all at-will employees.

17. Rule XXVI: Policy Against Abusive Conduct -- Sections (A) through (D), inclusive, shall apply to all at-will employees.

18. Rule XXVII: Drug-Free Workplace Policy -- Sections (A) through (E), and (F), shall apply to all at-will employees.

19. Rule XXIX: Management Rights, shall apply to all at-will employees.

L. Prior Rules Superseded. In the event that the terms and provisions of these Rules are inconsistent or in conflict with the terms and provisions of any prior City personnel policy and procedures, resolutions or rules and regulations governing the same subject, the terms of these Personnel Rules and Regulations shall prevail and such inconsistent or conflicting provisions or personnel resolutions or rules and regulations are hereby repealed.

M. Precedence of Personnel Ordinance. In the event of any conflict or inconsistency between any provision of these Personnel Rules and the terms and provisions of the Personnel Ordinance, the provisions of the Personnel Ordinance shall prevail.

N. Rules Not a Contract. City employment is governed by the Personnel Ordinance, and federal and state law. These Rules are not intended to and do not create any contract of employment, express or implied, or any rights in the nature of a contract. The City has the right to modify, amend or delete any provision of these Rules at any time, in the City's sole discretion.

O. No Vested Rights; Amendments. No provision, term or condition of these Personnel Rules provide any employee with any vested right of any kind. The City Council reserves the right to modify, amend and/or delete provisions of these Personnel Rules at any time.

II. DEFINITIONS

The terms used in these Rules shall have the following meanings:

"ADVANCEMENT": A salary increase within the limits of a pay range established for a class.

"ALLOCATION": The assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.

"APPOINTING AUTHORITY": The City Manager or such other officers of the city who, in their individual capacities, or as a board, commission, or city council, have the final authority to make the appointment to the position to be filled.

1. City Council. The City Council serves as the appointing authority for the positions of City Manager, City Attorney (including any Assistant City Attorney or Deputy City Attorney), City Treasurer, and any other position for which appointment power is vested in the City Council pursuant to City ordinance or state or federal law.

2. City Manager. Except as otherwise provided in the Personnel Ordinance or these Rules, the City Manager serves as the appointing authority for all heads of divisions, all

departments other management positions (including but expressly not limited to, Director of Public Works/City Engineer, Director of Community Development, City Clerk, Director of Administrative Services, Finance Officer, Building Official, Public Works Manager, Public Services Manager, Administrative Services Manager, and such additional management positions as may be created from time to time by resolution of the City Council), and all subordinate officers and employees of the City under his/her jurisdiction through their Department Heads. Appointment to full-time regular, part-time regular and temporary positions shall be made by the City Manager with the recommendation of the Department Directors as appropriate.

"AT-WILL EMPLOYEE" or "AT-WILL STATUS": An employee who serves at the pleasure of the Appointing Authority, who may be rejected or terminated at any time by the Appointing Authority with or without cause, and who has no right to any pre- or post-disciplinary due process or right to an evidentiary appeal, review or grievance under these Rules, including but not limited to Rule XX (Disciplinary Action) and Rule XXII (Grievance Procedure). In accordance with the Personnel Ordinance, "at-will employee" includes all directors, managers and other management employees, including but expressly not limited to, all persons holding any position listed in Rule I.I.1 of these Rules.

"CITY OFFICIAL": Elected officials, City Manager, City Attorney, Finance Officer, and/or other City Council-appointed officials in the division or department in which the appointed official serves.

"CLASS" or "CLASSIFICATION": All positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title in the application with equity of common standards of selection, transfer, demotion and salary.

"COMPENSATION" OR "PAY": Rates of pay which have been established for the respective classes of work set forth in the compensation plan or other schedule approved by the City Council.

"COMPETITIVE SERVICE": All positions of employment in the service of the City except those excluded by the Personnel Ordinance and listed below (Excluded Positions). The competitive service is sometimes referred to as the classified service.

"DAYS": Calendar days unless otherwise specified. When any action to be taken or deadline falls on a Saturday, Sunday or any other day the City's offices are not open to transact normal business, such action may be taken on and the deadline will be extended to the next weekday during which the City's offices are open to transact normal business.

"DEMOTION": The voluntary or involuntary reduction of an employee who has completed probation from a position in one classification to a position in another classification having a lower maximum base rate of pay.

"DEPARTMENT": An organizational unit in a Division of the City, which is under the immediate charge of a manager or other Department Head who reports directly to a Director or the City Manager.

"DEPARTMENT HEAD": An exempt management employee appointed by the City

Manager to oversee, supervise, and manage a Department within a Division, and who reports directly to a Director or the City Manager; and includes the City Clerk, Building Official, Public Works Manager, Public Services Manager, Administrative Services Manager, and such other management positions that may be created from time to time.

"DIRECTOR": A management employee who is appointed by the City Manager to oversee, supervise and manage a Division and any departments in that Division; and which include the Director of Administrative Services; Director of public Works/City Engineer; Director of Community Development; and such other director positions that may be created from time to time.

"DISCHARGE" or "DISMISSAL": The involuntary termination of an employee by the City.

"DISCIPLINARY ACTION": Counseling, oral or written reprimand, discharge, demotion, reduction in pay, or suspension of a regular employee for punitive reasons and not for any non-punitive reasons.

"DOMESTIC PARTNERSHIP": A relationship as defined under California Family Code Section 297, as amended from time to time.

"ELIGIBLE": An individual satisfactorily completing the examination process for a classification and on an employment list, available for an appointment to a position in the competitive service.

"EMPLOYEE": An individual compensated through the City payroll and legally employed in a position within a classification in the competitive service. This term excludes independent and outside contractors and volunteers, and members of appointive boards, commissions, and committees and other governmental agencies.

"EMPLOYMENT LIST":

1. Open Employment List: A list of names of persons who have taken an open-competitive examination for a class in the competitive service and have qualified.

2. Promotional Employment List: A list of names of persons who have taken a promotional examination for a class in the competitive service and have qualified.

"EXAMINATION":

1. Open-competitive Examination: An examination for a particular class which is open to all persons meeting the qualifications for the class.

2. Promotional Examination: An examination for a particular class which is open only to employees meeting the qualifications for the class.

3. Continuous Examination: An open examination which is administered periodically and as a result of which names are placed on an employment list, in order of final scores, for a period of not more than one (1) year.

"EXCLUDED POSITION": Pursuant to the Personnel Ordinance, the positions and the persons serving in those positions that are at-will and excluded from the competitive service, including but not limited to the following:

1. Elective Officers;

2. The City Manager and assistants to the City Manager;

3. Members of appointive boards, commissions, committees, and agencies ;

4. Directors, department heads and other managers;

5. Persons performing technical, expert, consulting, professional and/or other services under contract for such services ;

5. Volunteer personnel, such as disaster and other workers performing voluntary services ;

6. Emergency employees, part-time/temporary employees and seasonal employees ;

7. All Council-appointed City officers ;

8. Any other position not otherwise designated as a regular position in the City's competitive service, as defined in the Personnel Ordinance or these Rules ;

9. Any position primarily funded under a state or federal employment program ; and

10. Persons appointed to excluded positions created in the future.

"FLSA EMPLOYEES": Employees who are entitled to overtime pay and/or compensatory time off in accordance with the FLSA.

"FLSA-EXEMPT EMPLOYEES": An employee whose duties and salary exempt him/her from the overtime pay provisions of the federal Fair Labor Standards Act ("FLSA"). Such employees are generally employees in executive, administrative, or professional positions.

"JOB DESCRIPTION": A written description consisting of a title, a general statement of the level of work and the distinguishing features of work, examples of duties and the desirable qualifications.

"LAYOFF": The involuntary non-disciplinary separation of employees from the active work force due to lack of work or funds, or to the abolition of positions by the City Council for the above reasons or due to organization changes.

"LEAVE OF ABSENCE": An approved type of absence from work as provided for by these Rules.

"MANAGEMENT EMPLOYEE": An employee holding a position designated as a management position, such as directors and managers, and including but not limited to, the following positions: the City Manager, Building Official, City Clerk, Director of Administrative Services, Director of Community Development, Director of Public Works/City Engineer, Finance Officer, Administrative Services Manager, Assistant Community Development Director, Assistant Public Works Director, Public Services Manager, Public Works Manager, and such other positions as may be created by the City Council from time to time and designated as management positions.

"PERSONNEL DIRECTOR": The employee appointed by the City Manager to carry out the designated duties of the Personnel Director or Personnel Officer set forth herein in the Personnel Ordinance and/or these Rules.

"PERSONNEL ORDINANCE": Ordinance No. 39, which created a personnel system for the City, as codified in Chapter 2.52 of the Highland Municipal Code (Sections 2.52.010 et seq.), and as amended from time to time.

"POSITION": A combination of duties and responsibilities in the competitive service requiring the full-time or part-time employment of one person.

"PROBATIONER" or "PROBATIONARY EMPLOYEE": An employee in a position in the competitive service who serves a probationary period at either the outset of initial employment or at the outset of a promotion to a higher classification, as follows.

1. Initial-hire probationary employee: An employee in the competitive service who (a) has not previously been employed by the City, or (b) has previously been employed by the City but who is re-employed after a break in service. An initial-hire probationary employee is an at-will employee who serves at the pleasure of the Appointing Authority, has no property right in continued employment, and may be rejected at any time during the probationary period with or without cause, and has no right to any pre- or post-disciplinary due process, evidentiary appeal, review or grievance pursuant to these Rules.

2. Promotional probationary employee: An employee in the competitive service who has been promoted to a higher job classification requiring different skills. A promotional probationary employee serves in an at-will status in his/her promotional position, and may be rejected from that promotional position at any time during the promotional probationary period with or without cause, and has no right to any pre- or post-disciplinary due process, evidentiary appeal, review or grievance pursuant to these Rules with respect to disciplinary action or rejection from his/her promotional probationary position. Any other disciplinary action of such employee shall be subject to Rule XX (Disciplinary Action).

"PROBATIONARY PERIOD": A working test period of time that is an integral part of the examination, recruiting, testing and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed, including an initial hire probationary employee or a promotional probationary employee, and during which the employee serves in an at-will status and may be terminated at any time without prior notice or cause or right of appeal or grievance.

"PROMOTION": The movement of an employee from one class to another class having

a higher maximum base rate of pay.

"PROVISIONAL APPOINTMENT": The appointment of a person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of available eligibles. In no instance shall a provisional appointment exceed six (6) months.

"REDUCTION IN PAY" or "REDUCTION IN SALARY": A compensation decrease within the limits of the pay range established for a class.

"REGULAR EMPLOYEE": An employee in the competitive service who has successfully completed the designated probationary period and is employed full-time or part-time in a regular position as hereafter provided in the Personnel Ordinance and these Rules.

"REINSTATEMENT": The restoration without examination of a former regular employee or probationary employee to a classification in which the employee formerly served as a regular employee.

"REJECTION": The termination or separation of a probationary employee from City employment or the assignment of a promotional probationary employee to his/her former classification in the competitive service during the probationary period. Rejection during probation is not a disciplinary action, may be undertaken with or without cause, and is not subject to pre- or post-disciplinary due process or right to an evidentiary appeal, review, or grievance under these Rules, including but not limited to Rule XX (Disciplinary Action) and Rule XXIII (Grievance Procedure).

"RELIEF OF DUTY": The temporary assignment for non-disciplinary reasons of an employee to a status of leave with pay.

"SEASONAL EMPLOYEE": A temporary/part-time employee appointed in the same manner and subject to the same procedure as a regular employee except that a seasonal employee is an at-will employee who will be laid off prior to or at the close of the season for which he/she has been appointed, or who may otherwise terminated at any time with or without cause and have no right to any pre- or post-disciplinary due process or right to an evidentiary appeal, review or grievance under these Rules, including but not limited to Rule XX (Disciplinary Action) and Rule XXIII (Grievance Procedure), and are not eligible for any benefits or leave.

"SENIORITY": Except as otherwise provided in these Rules, the status acquired by an employee based on his/her total cumulative time served in the City service upon the effective date of a layoff. Seniority includes all periods of attendance at work, approved leaves of absence, time spent on military leave and any other period required by law to be included in seniority. Seniority does not include unauthorized absences, time spent between employment with the City, suspensions, layoffs or any time when the employee was not actively engaged at work.

"SEPARATION" The voluntary or involuntary separation or termination of an employee from City service because of death, discharge, rejection while a probationary employee, layoff, job abandonment, resignation or retirement.

"SUSPENSION": The involuntary temporary separation from service of an employee without pay for disciplinary reasons.

"TEMPORARY/PART-TIME EMPLOYEE": An employee employed to fill a position on a temporary, irregular, seasonal or contingent basis, and who works less than twenty (20) hours per week, or less than one thousand (1,000) hours per year, and who may or may not have a regular schedule. Temporary/part-time employees do not qualify for benefits or leave except as required by state or federal law. Temporary/part-time employees are not part of the competitive service, and are at-will employees who may be terminated at any time by the Appointing Authority with or without cause and have no right to pre- or post-disciplinary due process or right to an evidentiary appeal, review, or grievance under these Rules, including but not limited to Rule XX (Disciplinary Action) and Rule XXIII (Grievance Procedure). All part-time employees are temporary/part-time employees except regular part-time employees.

"TRANSFER": The movement of an employee from one position to another position in the same class or from one class to another class that has the same maximum rate of base pay.

"VACANCY": An authorized and budgeted position that is not occupied by an employee having either a probationary or regular appointment to the position.

"WORKING DAYS": Any day included in an employee's assigned work schedule as approved by the Director. the days of the week and hours may vary per employee.

III. GENERAL PROVISIONS

A. FAIR EMPLOYMENT PRACTICES

Any technique or procedure used in recruitment and selection of employees shall be designed to measure only the job related qualifications of applicants. No recruitment or selection technique shall be used which, in the opinion of the Personnel Director, or as required by state or federal law, is not justifiably linked to successful job performance.

B. EQUAL EMPLOYMENT OPPORTUNITY

The City provides equal employment opportunities for all ~~current~~ qualified employees and applicants for employment as to all terms of employment, including hiring, compensation, training, promotion, transfer, discipline, discharge and/or other separation. The City does not discriminate, and prohibits discrimination, on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions) or gender, sexual orientation, gender identity or gender expression, age, national or ethnic origin, citizenship, ancestry, physical disability, mental disability, medical condition, family care status, veteran or military status, marital status, or any other basis protected by federal, state, or local law or ordinance or regulation (referred to as "protected status"). The City also makes reasonable accommodations that do not impose undue hardship on the conduct of City business for protected applicants and employees who seek such accommodations because of a qualified physical or mental disability. Harassment or retaliation based on any protected status is also prohibited. All aspects of employment will be governed on the basis of merit, competence and qualifications.

Employees, applicants and volunteers with questions or concerns about any type of discrimination, harassment or retaliation in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, the Personnel Director, a human resources officer, or any other supervisor, manager or Director with whom the employee feels comfortable. Employees, applicants and volunteers can raise concerns and make reports without fear of reprisal. Complaints may be made and will be handled using the procedures outlined in the Anti-Harassment Policy (Rule XXIV), or by contacting the U.S. Equal Employment Opportunity Commission or the California Department of Fair Employment and Housing. Anyone found to be engaging in any type of unlawful discrimination, harassment or retaliation is subject to disciplinary action, up to and including discharge from employment.

C. DISABILITY ACCOMMODATION

The City is committed to complying fully with the Americans with Disabilities Act ("ADA") and the California Fair Employment and Housing Act ("FEHA"), and to ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Hiring procedures are designed to provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the essential functions of the position.

Reasonable accommodations for qualified individuals with known disabilities will be made unless doing so would be an undue hardship to the City or the employee or applicant poses a direct threat to himself or herself or others. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. Leave of all types will be available to all employees on an equal basis.

The City is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. The City will follow the FEHA or any other state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. The City is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA, FEHA and all other applicable federal, state, and local laws.

D. OUTSIDE EMPLOYMENT

1. Employees may be allowed to work in off-duty jobs only if such secondary employment meets these requirements:

a. The outside employment does not conflict with the interest of the City, or carry over into the employee's regular duties; and

b. The outside employment does not adversely affect the employee's ability to perform City duties.

2. "Outside employment" shall include work pursued in a self-employed capacity.

3. Before accepting outside employment, the employee must first advise the City Manager in writing of his/her intent, and receive written permission from the City Manager. The written request shall include: the work hours and/or time required; job title or the nature of the activity; the work location; and the supervisor, manager and name of the employer or activity. The employee must promptly report in writing to the City Manager any changes to the aforementioned information. Any outside employment authorization is valid only up to one year. Should the employee continue the outside employment, activity, or enterprise for a longer duration, he/she must make another request following the process herein.

4. Employees are prohibited from engaging in outside employment while on any type of leave where such employment is or may be inconsistent with the leave or the terms of the leave approval.

5. Employees are prohibited from engaging in outside employment which involves the use of City time, facilities, equipment, vehicles, supplies, City offices or buildings or other City personal or real property, or any other City resources.

6. Employees are prohibited from engaging in outside employment during their working hours for the City.

7. Employees are prohibited from engaging in outside employment which involves hours of work or the exertion of effort which would or could be reasonably expected to reduce the quality or quantity of the employee's services to the City.

8. Employees are prohibited from engaging in outside employment where a conflict of interest or the appearance of a conflict arises. Examples of this could include, but are not limited to, outside employment that:

a. Is either directly or indirectly connected with the employee's official duties, including but not limited to: doing business with persons contacted in the course of his/her official duties, engaging in activities where the employee or his/her associate may be benefitted by this official position, or doing business which may influence the employee or other employees in the performance of their official duties.

b. Involves advisory or consulting services which could be reasonably expected to conflict with the City's interests.

c. Involves financial interest in any contract, sale, or transaction to which the City is a party, or which significantly impacts the City.

d. Involves the employees' performance of an act in other than his/her capacity as a City employee which may later be subject directly or indirectly to the control, inspection, review, approval, audit or enforcement of the City or any of its employees.

e. Involves use of the City's prestige or influence, a City badge or uniform, or an employee's title as a City employee.

f. Involves the employee's receipt or acceptance of any money or other consideration from anyone other than the City for the performance of an act which the employee, would be required or expected to render in the regular course or hours of his/her City employment or as part of his/her duties as a City employee.

g. Involves the use of disclosure of confidential information produced, obtained or learned in the course of his/her employment with the City.

9. If the Personnel Director determines that an employee's outside employment creates a conflict of interest or potential conflict of interest with his/her City employment or interferes in any other way with his/her ability to meet City requirements, the Personnel Director will provide written notification to the employee that he/she will be dismissed from employment with the City unless the employee terminates the outside employment. The notice and appeal provisions of Rule XX (Disciplinary Action) shall apply to employees subject to this Rule, as appropriate, regarding this determination.

10. The acceptance or performance of outside employment in violation of any of the requirements set forth in this Section D is cause for discipline up to and including discharge from employment.

E. NEPOTISM - EMPLOYMENT OF RELATIVES, SPOUSES OR DOMESTIC PARTNERS

1. Policy. The City regulates the employment and placement of relatives, spouses, and domestic partners so as to avoid conflicts of interest and to promote safety, security, supervision, and morale. The provisions of this Section shall govern the employment of the immediate family of any official or employee of the City:.

2. Definitions. For purposes of this Section, the following terms have the following meanings.

a. "Relative" means child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.

b. "Spouse" means one of two persons to a marriage, or two people who are registered domestic partners.

c. "Supervisorial relationship" means a relationship in which one person exercises the right to control, direct, reward or punish another person by virtue of the duties and responsibilities assigned to his/her position.

3. Employment of Relatives of City Officials. Relatives of City officials shall not become employed by the City during the official's term. For this provision, "City officials" means the City Manager, elected officials, or Council-appointed officials in the area/department in which the appointed official is serving.

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

a. A direct or indirect supervisor-subordinate relationship;

b. The two employees having job duties which require performance of shared duties on the same or related work assignment;

c. Both employees having the same immediate supervisor; or

d. A potential for creating an adverse impact on supervision, safety, security, morale or efficiency.

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

a. One spouse or domestic partner being under the direct supervision of the other spouse or domestic partner; or

b. Potential conflicts of interest or hazards for married persons or those in domestic partnership which are greater than for those who are not married or in domestic partnerships.

6. Marriage or Domestic Partnership After Employment.

a. Transfer. If a City employee marries another person employed by the City within the same department, division, or facility, both employees shall be allowed to retain their respective positions provided that a direct or indirect supervisorial relationship does not exist at the time of marriage between the two positions. During the period of employment, no direct or indirect supervisory position shall exist between the two employees. The City Manager has discretion to transfer one of the employees to a similar position in another department, division or facility. Although the wishes of the two employees will be considered, the City Manager retains sole discretion to determine which employee will be transferred based upon City needs for supervision, safety, security or morale. Any such transfer that results in a reduction in pay is not disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary due process, appeal hearing, review or grievance.

b. Separation. If continuing employment of both employees, who work in the same department, division or facility, and who later become spouses or domestic

partners, cannot be accommodated in a manner the City Manager finds to be consistent with the City's interest in the promotion of supervision, safety, security, or morale, then the City Manager retains sole discretion to separate one employee from City employment. Absent the resignation of one employee, the less senior employee will be separated. Any such separation is not considered to be disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process, review, hearing, or grievance.

7. Waiver of Restrictions. The City Manager may waive the restriction set forth in paragraphs 3, 4, 5 and/or 6, above, if the affected Department Head and the Appointing Authority determine that, because of the nature of the department, division or facility and the work assignments in question, the members of the immediate family would have minimal job-related contact with one another and neither would be placed in such a position as to supervise or evaluate the other.

F. USE OF COMPUTER SYSTEMS AND OTHER TECHNOLOGY RESOURCES

1. Policy. The City's computer systems and other technology resources shall be used only for City business and official purposes, and shall be governed by these Rules and the City of Highland Policy on Technology Use and Security contained in Appendix A to these Rules, as amended from time to time. The City's Technology Resources shall not be used for personal use or use related to any employee's outside employment. Violation of this Rule or the Policy (Appendix A) may result in the removal of or restriction on the employee's access to or use of Technology Resources at any time without prior notice. Employees who violate this Rule and/or the Policy (Appendix A) may be subject to disciplinary and/or legal action up to and including discharge from employment and/or criminal or civil penalties or other legal action.

2. Definitions. As used in these Rules, "Technology Resources" includes all of the following: all electronic media and storage devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; iPads; mini and mainframe computers; computer hardware such as disk drives, tape drives, external hard drives and flash/thumb drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet. applications, or cloud storage accounts; City servers and WiFi connection; electronic mail; mobile phones; tablets; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems. Technology resources is also intended to broadly include new or emerging devices, technology, software and means of communications that may be developed or implemented in the future.

3. No Expectation of Privacy. Employees have no expectation of privacy when using the City's Technology Resources, and the City has the right to inspect all records related to such Technology Resources. The City may monitor. inspect, review, make copies of, and remove an employee's e-mail communications, internet usage, applications, files and other Technological Resources as deemed appropriate at any time in the City's discretion, and without prior notice, to assure that the employee's use of City technology resources relates solely to official business, and that the communications and content contained therein are in compliance with this Rule and the Technology Use Policy (Appendix A).

4. Public Records. Users should also be aware that all records related to the conduct of the public's business are subject to disclosure under the Public Records Act and/or other applicable provisions of state or federal law except to the extent exempt thereby.

5. Discipline. Misuse of the City's technology resources may subject the employee to discipline up to and including discharge from employment.

6. Supplemental Rules and Policies. The City Manager may adopt additional rules and policies to implement or supplement this Rule and Appendix A.

G. USE OF TELEPHONES AND MOBILE/CELLULAR PHONES

1. City Telephones and Mobile/Cellular Phones.

a. Use of City telephones and City-issued mobile/cellular phones shall comply with the requirements of this Section in addition to the City's Policy on Technology Use and Security contained in Appendix A to these Rules. Except as otherwise provided in this Section and said Policy, use of City telephones and City-issued mobile/cellular phones shall be limited to City-related business and official purposes.

b. The City recognizes that on occasion use of City telephones and City-issued mobile/cellular phones for personal calls is necessary. Employees may use City telephones or mobile/cellular phones for personal calls when necessary, understanding that such use is a privilege and should not be abused. Personal outgoing as well as incoming calls should be kept to a minimum. Employees are expected to make personal calls on non-work time when possible and to ensure that friends and family members are aware of the City's policies and rules.

c. Personal toll calls may not be charged to the City. Any personal toll calls are to be placed on the employee's personal calling card. Any unauthorized personal toll calls made by an employee are to be reimbursed to the City. Any unauthorized personal toll calls made by an employee and not reported to the City and reimbursed may result in discipline, up to and including termination.

d. As provided in the City's Policy on Technology Use and Security (Appendix A), employees should understand that they have no expectation of privacy when using a City-issued telephone, or cellular or mobile phone, and the City has the right to review all records related to telephones, mobile phones and cellular phones, including but not limited to, phone logs, text message and internet usage logs. Users should also be aware that all telephone and mobile/cellular phone records related to the conduct of the public's business are subject to disclosure under the Public Records Act and/or other applicable provisions of state or federal law except to the extent exempt thereby.

2. Personal Mobile/Cellular Phones.

a. During paid work time, employees are expected to exercise the same discretion in using personal mobile/cellular phones or other wireless devices as is required for use of any City telephone or technology resource. Personal mobile/cellular phones or other cellular/wireless devices, including but not limited to tablets, shall not be used at any work site

where the operation of the phone or device may interfere with the City's services, programs, activities or other equipment, or where such phone or device may be a distraction to the public or other employees.

b. Employees are expected to make personal calls on non-work time when possible and to ensure that friends and family members are aware of the City's policies and rules.

c. Employees accessing, using or transmitting data related to the conduct of the public's business on their personal devices at any time have no expectation of privacy. Work-related communication should not be conducted on personal devices. Any work-related communication or any other matters relating to the conduct of the public's business which are conducted on personal devices are subject to disclosure under the Public Records Act and other applicable provisions of federal or state law except to the extent exempt thereby.

d. In order to ensure a productive work day and to ensure compliance with these Rules, the following use of personal cellular/mobile phones and wireless devices are prohibited during working hours:

(1) Accessing the internet for personal business, personal activities or hobbies, outside business or other non-work related purposes;

(2) Playing games;

(3) Watching movies, television, sports, and similar activities; and

(4) Engaging in any activity that violates any City policy or federal and state law, including but expressly not limited to, accessing and/or distributing pornographic or harassing material, photos, images or videos.

H. PERSONAL CONDUCT

1. In order to safeguard the best interests of employees, the City, and the public, all employees are expected to comply with standards of conduct on the job at least equivalent to those all citizens must meet in personal life outside of work.

2. In performing their work, employees come into contact with the public, where the quality of City service is judged by the appearance and behavior of its employees and where good manners and service are expected. A friendly attitude is important even in the face of discourtesy or hostility, and will perpetuate and improve the good relationship that exists between the City and its customers. If any employee feels he or she is being harassed or threatened by a member of the public and is therefore unable to remain courteous, or otherwise feels that he or she is in danger, the employee should remove himself or herself immediately from the interaction and inform a supervisor, Department Head, Personnel Director, or human resources manager.

I. EMPLOYEE DRESS CODE

Employees of the City are required to dress appropriately for the jobs they are performing. Therefore, the dress regulations contained in this Section shall be followed.

1. All clothing must be neat, clean and in good repair. Uniforms shall be neat, clean and in good condition at the start of the work shift. Uniforms shall not be altered inappropriately and shall be worn as they are designed to be worn.

2. Prescribed uniforms and safety equipment must be worn when at work. Uniforms shall not be worn when off duty, except for traveling to and from work. It is recognized that employees may have to make brief stops on the way to and from work to take care of personal business; however, while an employee is off work, uniforms shall not be worn in businesses or locations which would create a negative impression, such as bars or nightclubs.

3. Footwear must be appropriate for the work environment and functions being performed.

4. Hair must be neat, clean and well groomed.

5. Beards, mustaches and sideburns must be maintained in a neat and well-groomed fashion.

6. Jewelry is acceptable except in areas where it constitutes a health or safety hazard.

7. Good personal hygiene is required.

8. Dress must be appropriate to the work setting, particularly if the employee has contact with the public. Employees shall maintain a professional appearance at all times.

9. The City Manager may implement this Rule, and may supplement this Rule by administrative action.

10. Violation of the Dress Code Policy may be grounds for disciplinary action up to and including discharge from employment.

11. If an employee feels that any provisions of the Dress Code Policy or application thereof is inconsistent with his/her religious belief or any other status protected by law, he or she should immediately notify a supervisor or human resources manager. Exceptions will be made to the Dress Code Policy based on protected status and as required by state or federal law.

J. RECORDS: RESTRICTION FOR OFFICIAL USE AND CONFIDENTIALITY

1. Records received, transmitted and/or prepared by any City employee in the course and scope of his/her official duties shall be used only for official City purposes and shall not be shared with any person outside the City except as authorized by the City Council, City Manager or designee, City Attorney, or Personnel Director, or as otherwise authorized by law.

a. In the course of conducting City business and activities, the City may create, receive or maintain confidential data, information and documents. All City employees shall maintain the confidentiality of data, information and documents considered by the City to be confidential, and in whatever form such data, information or documents may exist, including, but not limited to, personal information about other employees of the City such as personnel evaluations, home addresses and telephone numbers; customer information and billing records; information which is the subject of a City investigation; health or medical information, passwords, user ids, and security codes; and any data, information or documents which the City Council, City Manager, City Attorney, Finance Officer or Personnel Director has designated as confidential, or which are confidential pursuant to federal or state law. Confidential data, information and documents shall be disclosed only to, and accessed by, those persons authorized by the City Council, City Manager, City Attorney, Finance Officer or Personnel Director or applicable law to receive, access or possess such confidential information or document.

b. Notwithstanding the foregoing, any data, document, record or information maintained by the City and required by federal or state law to be made available to the public is subject to disclosure upon receipt of an appropriate request by a member of the public pursuant to the California Public Records Act (Cal. Gov. Code § 6250 et seq.) or court order.

K. CITY PROPERTY

1. Any employee in possession of keys, user IDs, passwords and~~/or~~ security codes to access or enter into any kind of City property, including but expressly not limited to equipment, buildings, structures and other premises shall maintain their confidentiality and shall not permit them to be used by unauthorized persons or duplicated, and said keys, user IDs, passwords and security codes shall be turned in to the City upon request or upon separation from employment.

2. Every City position requires the use of City supplies, materials, tools and equipment. It is each employee's responsibility to maintain City property in the best possible condition, make the most economical use of supplies, and to see that all supplies, materials, tools, equipment, and unused materials are returned to the City after use. City supplies, materials tools and equipment ~~may~~ shall be used only in the performance of an employee's duties, and shall not be used for personal purposes or personal gain, or other non-City business or activities.

3. No employee shall place a lock, password, or other security device or code on any City equipment, furniture, room, building, structure, or property of any kind without approval from the Administrative Services Manager; and only City-issued locks, codes or security devices shall be used.

4. The provisions of this Section shall also apply to all City Technology Resources, as defined in the City of Highland Policy on Technology Use and Security (Appendix A). (See also Section F of this Rule.)

IV. CLASSIFICATION

A. PREPARATION OF CLASSIFICATION PLAN

The Personnel 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 shall recommend a classification plan for such positions. The classification plan shall consist of classes of positions in the competitive service defined by class specifications, including the title. The classification plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class, and that the same schedules of compensation may be made to apply with equity under similar working conditions to all positions in the same class. Management and other excluded positions may be included in the Classification Plan for information only, but are not and shall not become part of the competitive service.

B. ADOPTION, AMENDMENT AND REVISION OF PLAN

The classification plan shall be adopted by the City Council and may be amended from time to time. During the process of consideration, any recognized employee organization affected shall be advised. Amendments and revisions of the classification plan may be suggested by any interested party, including any recognized employee organization, and shall be submitted to the City Manager for consideration by the City Council.

C. ALLOCATION OF POSITIONS

Following the adoption of the classification plan and consultation with any recognized employee organization affected, the Personnel Director shall allocate every position in the competitive service to one of the classes established by the plan.

D. NEW POSITIONS

A new position shall not be created and filled until the classification plan has been amended to provide therefore and an appropriate employment list established for such position.

E. RECLASSIFICATION

1. Positions, the assigned duties of which have been materially changed by the City so as to necessitate reclassification, whether new or already created, may be allocated by the City Council to a more appropriate class. Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions and promotions, or to effect a change in salary in the absence of a significant change in assigned duties and responsibilities.

2. Status of Employee Whose Position is Reclassified. If an occupied position is reclassified, the incumbent shall be affected as follows, except that if a probationary employee occupies the position, the employee must serve a probationary period in the new classification to attain regular status:

a. To a Lower Classification. When a position is reallocated to a lower classification, the incumbent shall:

(1) Be eligible to transfer to a position in the same classification;

(2) Be granted regular status in the lower classification; and

(3) Not incur a salary reduction. If the salary is greater than the "G" step of the lower classification, the employee's salary will be Y-Rated.

b. To a Different Classification with the Same Salary Range. When a position is reclassified to a classification with the same salary range, the incumbent shall be paid the same salary but shall serve a probationary period.

c. To a Higher Classification. When a position has been reclassified to a higher classification, status should be granted in a higher classification, without examination, but with a probationary period.

d. Failure to Achieve the Higher Classification. If the employee fails the probationary period, the employee shall be returned to either his/her regular status of the position in the former classification or to a vacant position in a comparable classification. The employee is subject to layoff if no lower position is available.

F. USE OF CLASS SPECIFICATIONS.

Specifications are to be interpreted in their entirety and in relation to others in the classification plan. Particular phrases or examples are not to be isolated and treated as a full definition of the class. Specifications are deemed to be descriptive and explanatory of the kind of work performed and not necessarily inclusive of all duties performed.

V. RECRUITMENT, SELECTION AND APPOINTMENT

A. FAIR EMPLOYMENT PRACTICES

The City is committed to providing equal employment opportunities for all individuals for all City positions, regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status or any other basis protected by law. Any technique or procedure used in recruitment and selection of employees shall be designed to measure only the job-related qualifications of applicants. No recruitment or selection technique shall be used which, in the opinion of the Personnel Director, is not justifiably linked to job qualifications and successful job performance.

B. ANNOUNCEMENT

All examinations for classes in the competitive service shall be publicized by such methods as the City Manager deems appropriate. Special recruiting shall be conducted, if necessary, to ensure that all segments of the community are aware of the forthcoming

examinations. The announcements shall specify the title and pay of the class for which the examination is announced; the nature of the work to be performed; preparation desirable for the performance of the work of the class; the manner of making application; and other pertinent information.

C. APPLICATION FORMS

Applications shall be made as prescribed on the examination announcement. Application forms shall require information covering training, experience, and other pertinent information, and may include certificates of one or more examining physicians, references and fingerprints. All applications must be signed by the person applying.

D. ACCEPTANCE OF APPLICATIONS.

Applications to take examinations must be filed on City application forms or as specified in the job announcement. Completed applications must be timely filed. Any qualified person may be admitted to an examination who, within the period prescribed in the public notice, has filed an application furnished by the Human Resources Department, and whose application has not been rejected for cause in accordance with these Rules, and who presents him/herself at the time and place designated for the examination.

E. CANCELLATION/EXTENSIONS.

Examinations may be canceled or filing periods extended by the Personnel Director for good cause.

F. APPLICANT QUALIFICATIONS.

Applicants for examinations must meet the qualification standards for the classification by the date set forth in the announcement, including all licenses or certification requirements. Applicants may be required to provide proof of their education, training and experience.

G. PROOF OF RIGHT TO WORK.

In compliance with laws and regulations of the United States Department of Justice and the Immigration and Naturalization Service, the City requires that each person hired by the City complete Section I of the Employment Eligibility Verification Form I-9 to verify that the person is eligible for employment in the United States. Documentation must be produced within three (3) business days of hire or on the first day of any employment that is less than three (3) business days. Required documentation must be presented to the Personnel Director.

H. REFERENCE/BACKGROUND INVESTIGATION

The City verifies educational background and prior employment, and conducts reference checks on applicants for employment. Applicants may also be subject to a background check as permitted by law, which may include, but is not limited to, a credit review (if applicable to the position for which they applied), personal history, education, professional credential,

military record, Department of Motor Vehicle record and criminal history. Criminal history background investigations will be subject to Rule V.K., below. An employee under consideration for promotion may also be subject to a background check. A written authorization will be obtained before a background check is conducted. Final offers of employment or promotion may be delayed until the City has completed the reference check and background investigation process.

I. DISQUALIFICATION

1. The Personnel Director may reject an application, or after examination, may disqualify or remove an applicant's name from an eligible list for good cause. Good cause includes, but is not limited to, any employee who:

a. Has made false statements of any material fact, or practiced any deception or fraud on the application, declarations or in securing eligibility or appointment;

b. Is found to lack any of the requirements, certifications, or qualifications for the position involved;

c. Is physically or mentally unable to perform the essential functions of the job, with or without reasonable accommodation;

d. Is a current user of illegal drugs;

e. Is a relative of an employee, and is subject to the Nepotism Policy in Section III.D of these Rules.

f. Used or attempted to use political pressure or bribery to secure an advantage in the examination or appointment;

g. Directly or indirectly obtained confidential information regarding examinations;

h. Failed to cooperate in the selection process, including, but not limited to, failed to attend any scheduled appointment, without cause;

i. Failed to complete and /or submit the employment application correctly or within the prescribed time limits;

j. Has had his/her privilege to operate a motor vehicle in the State of California suspended or revoked, if driving is job related;

k. Indicates, on the face of his/her application, that the applicant does not possess the minimum qualifications required for the position;

l. Conviction of a felony or misdemeanor, except for misdemeanor marijuana convictions that are over two years old, or convictions that have been judicially sealed, eradicated or expunged, based on the City's determination carried out in accordance with Section K, below; or

m. Is not lawfully authorized to work in the United States; or

n. For any material cause which in the judgment of the Personnel Director would render the applicant unsuitable for the position, including a prior resignation from the City, termination from the City, or a significant disciplinary action.

2. If the application is rejected for any of the above reasons, the applicant may appeal the rejection to the Personnel Director within ten (10) working days of notice. The City Manager shall review the appeal and affirm the rejection or reinstate the applicant. The City Manager's decision shall be made in writing and is final.

J. NOTICE OF DISQUALIFICATION/REJECTION

Whenever an application is rejected, notice of such rejection shall be mailed to the applicant by the Personnel Director. Defective applications may, in the discretion of the Personnel Director, be returned to the applicant with notice to amend and re-file, provided that the time limit for receiving applications has not expired. Whenever an application is rejected, notice of such rejection shall be mailed to the applicant by the Personnel Director.

K. CRIMINAL HISTORY - INELIGIBILITY FOR EMPLOYMENT

1. The City will conduct criminal history background investigations for job applicants for employment and applicants seeking promotion or transfer from their current City position in accordance with these provisions and applicable federal and state laws. Except as otherwise provided in Subsection (5), below, the City will not ask any such applicant to disclose, orally or in writing, information concerning his/her criminal history until after (a) the City has determined the applicant meets the minimum qualifications for the position, as stated in any notice issued for the position; and (b) the City has made a conditional offer of employment to the applicant, or has made a conditional offer of a promotion or transfer to the employee. If a criminal history background investigation is required, the final decision will not be made until completion of the investigation in accordance with this Section.

2. As used in these Rules, "conviction" includes a plea, verdict, or finding of guilt, regardless of whether a sentence is imposed by the court. "Conviction" does not include, and shall not be construed to include, any adjudication by a juvenile court or any other court order or action taken with respect to a person who is under the process and jurisdiction of the juvenile court.

3. Job Applicants (New Employees). As a condition of being offered employment, all applicants must undergo and pass a criminal history background investigation in accordance with applicable law and the procedures set forth in this Section. Following a conditional offer of employment, an applicant shall be disqualified from consideration for the position and the conditional offer of employment will be withdrawn if the applicant has been convicted of a felony or misdemeanor, except for misdemeanor marijuana convictions that are over two years old, or convictions that have been judicially sealed, eradicated or expunged, if the City finds that (a) state or federal law prohibits the City from employing the applicant in that position as a result of a conviction; or (b) the City determines that the applicant's conviction history has a

direct and adverse relationship with the specific duties of the job that justify denying the applicant the position. This determination will be made in accordance with subsection (6) of this Section.

4. Applicants for Promotion or Transfer (Current Employees). Current employees seeking transfer or promotion to other City positions may also be required to undergo a criminal history background investigation as a condition of being offered a promotion or transfer. The determination whether to require a criminal history background investigation shall be made by the Personnel Director prior to commencement of the recruitment foe or solicitation of any current City employees for the promotion or transfer, and shall be based on the job duties and qualifications of the promotional or transfer position. Following a conditional offer of promotion or transfer, an applicant shall be disqualified from consideration for the promotional or transfer position and the conditional offer of promotion or transfer will be withdrawn if the applicant has been convicted of a felony or misdemeanor, except for misdemeanor marijuana convictions that are over two years old, or convictions that have been judicially sealed, eradicated or expunged, based on a consideration of the factors set forth in subsection (6) of this Section.

5. Exceptions. The prohibition against the City inquiring about or using any criminal history before a conditional offer of employment, promotion or transfer has been made does not apply in the following circumstances:

a. If the position is one for which the City is otherwise required by law to conduct a conviction history background check; or

b. If the position is with a criminal justice agency, as defined in Penal Code Section 13101; or

c. If the position is one that the City or a City agent is required by any state, federal, or local law to conduct criminal background checks for employment purposes or to restrict employment based on criminal history. Federal law, for purposes of this provision, includes rules or regulations promulgated by a self-regulatory organization as defined in Section 3(a)(26) of the Security Exchange Act of 1934, 15 U.S.C. § 78c(a)(26).

6. Denial of Employment Position or Promotion/Transfer.

a. Individualized Assessment. Upon completion of the criminal history background investigation, if the City intends to deny an applicant for employment or deny a current employee a promotion/transfer that he/she was conditionally offered based solely or in part on the applicant's conviction history, the City will first make an individualized assessment of whether the applicant's conviction history has a direct and adverse relationship with the specific duties of the job that justify denying the applicant the position or promotion/transfer. In considering whether the conviction history has a direct and adverse relationship that justifies the decision of denial or disqualification, the City must determine whether the criminal conviction consideration policy or practice bears a demonstrable relationship to successful performance on the job and in the workplace and measures the applicant's fitness for the specific position(s). The individualized assessment shall include, at a minimum, consideration of the following factors:

(1) The nature and gravity of the offense or conduct;

(2) The time that has passed since the offense or conduct and/or completion of the sentence; and

(3) The nature of the job held or sought.; and

(4) Whether any applicable federal or state statute prohibits hiring the applicant in the position based on his/her prior conviction(s).

b. Preliminary Determination. If, after conducting an individualized assessment, the Personnel Director makes a preliminary decision that the applicant's conviction history disqualifies the applicant from the employment or position conditionally offered, the Personnel Director shall notify the applicant of the preliminary decision in writing. The written notice to the applicant may, but is not required to, justify or explain the Personnel Director's reasoning for making the preliminary decision. The notice to the applicant must include all of the following:

(1) Notice of the disqualifying conviction or convictions that are the basis for the preliminary decision to rescind the offer;

(2) A copy of the conviction history report utilized or relied on by the City, if any (such reports include, but are not limited to: consumer reports, credit reports, public records, results of internet searches, news articles, or any other writing containing information related to the conviction history that was utilized or relied upon by the City); and

(3) An explanation of the applicant's right to respond to the notice before the preliminary decision rescinding the offer of employment becomes final and the deadline by which to respond (which can be no less than five business days from the date of receipt of the notice). If notice is transmitted through a format that does not provide a confirmation of receipt, such as a written notice mailed by the City without tracking delivery enabled, the notice shall be deemed received five calendar days after the mailing is deposited for delivery for California addresses, ten calendar days after the mailing for addresses outside of California, and twenty calendar days after mailing for addresses outside of the United States.

(a) The explanation shall inform the applicant that the response may include submission of evidence challenging the accuracy of the conviction history report that is the basis for rescinding the offer, evidence of rehabilitation or mitigating circumstances, or both. The types of evidence that may demonstrate rehabilitation or mitigating circumstances may include, but are not limited to: the length and consistency of employment history before and after the offense or conduct; the facts or circumstances surrounding the offense or conduct; whether the individual is bonded under a federal, state, or local bonding program; successful completion, or compliance with the terms and conditions, of probation or parole; and rehabilitation efforts such as education or training.

(b) If, within five business days of receipt of the notice (or any later deadline set by the City), the applicant notifies the Personnel Director in writing that the applicant disputes the accuracy of the conviction history being relied upon and that the applicant is taking specific steps to obtain evidence supporting the applicant's assertion, then the

applicant shall be permitted no less than five additional business days to respond to the notice before the Personnel Director's decision to rescind the employment offer becomes final.

c. Personnel Director's Final Decision on Denial or Disqualification. The Personnel Director shall consider any information submitted by the applicant before making a final decision regarding whether to rescind the conditional offer of employment or promotion/transfer. If the Personnel Director makes a final decision to rescind the conditional offer and deny an application based solely or in part on the applicant's conviction history, the Personnel Director shall notify the applicant in a writing that includes the following:

(1) The Personnel Director's final denial or disqualification decision reached. The Personnel Director may also include, but is not required to include, the justification or an explanation of the City's reasoning for his/her decision;

(2) The right of the applicant or employee to appeal the Personnel Director's decision under Subsection (7) of this Section; and

(3) The right of the applicant or employee to contest the decision by filing a complaint with the Department of Fair Employment and Housing.

7. Appeals. An applicant who is disqualified for employment or disqualified from a promotion or transfer under this Section may appeal the Personnel Director's determination of disqualification. Such appeal shall be in writing and filed with the City Manager within ten (10) days of the date of the notice of disqualification. The City Manager shall hear and determine the appeal within ten (10) working days after all information relevant to the appeal has been received. The City Manager's decision shall be issued in writing, and shall include the information required by Section K.6.c. The determination of the City Manager on the appeal is final.

VI. EXAMINATIONS

A. EXAMINATION PROCESS

The selection techniques used in the examination process shall be job-related and may include, but are not necessarily limited to, achievement and aptitude tests, other written tests, personal interview, performance tests, physical agility tests, evaluation of daily work performance, work samples, medical tests, psychological tests, successful completion of prescribed training, or any combination of these or other tests. The probationary period shall be considered as a portion of the examination process. Examinations shall be designed to provide equal opportunity to all candidates by being based on an analysis of the essential requirements of the class and position, covering only factors related to such requirements.

B. ANNOUNCEMENT OF EXAMINATION

1. Whenever an open competitive examination is to be given for a position, the Personnel Director shall, at least fourteen (14) calendar days (two weeks) prior to the final filing date, publish an appropriate advertisement regarding the position in one or more newspapers of general circulation, at least one of which shall have substantial regional circulation. Announcements of all open and promotional openings shall also be posted on bulletin boards in

City facilities for employees' review. The Personnel Director may also undertake whatever other recruiting activities he or she feels are necessary or desirable to fill a particular position in a way which meets the City's goal of obtaining the most qualified employees.

2. The Announcement shall include:

a. Title and pay for the position;

b. The nature of the work to be performed;

c. The minimum qualifications;

d. The time and place of examination, if known;

e. The method of applying;

f. The closing date for application, if one is established;

g. Whether a medical and/or psychological examination, including a drug screen, will be required as a condition of employment;

h. Such other information as desirable in the discretion of the Personnel Director.

C. PROMOTIONAL EXAMINATIONS

Promotional examinations may be conducted whenever, in the opinion of the Personnel Director, the needs of the service require. Promotional examinations may include any of the selection techniques mentioned in Section V.A of this Rule, or any combination of them. Only regular or probationary employees who meet the requirements set forth in the promotional examination announcements may compete in promotional examinations.

D. CONTINUOUS EXAMINATION

Open-competitive examinations may be administered periodically for a single class as the needs of the service require. Names shall be placed on employment lists, and shall remain on such lists, as prescribed in Rule VI.

E. CONDUCT OF EXAMINATION

The City Council may contract with any competent agency or individual for the preparing and/or administering of examinations. In the absence of such a contract, the Personnel Director shall see that such duties are performed. The Personnel Director shall arrange for the use of public buildings and equipment for the conduct of examinations and will provide reasonable accommodations in the examination process for individuals with disabilities upon request in accordance with the Americans With Disabilities Act pursuant to Section I.

F. QUALIFYING GRADE OR RATING.

In all examinations, the minimum grade or standing for which eligibility may be earned shall be based upon all competitive factors of the examination. Failure to earn a qualifying score in one (1) part of the examination may be grounds for declaring the applicant as failing in the entire examination or as not qualified to compete in subsequent parts of an examination.

G. NOTIFICATION OF EXAMINATION RESULTS AND REVIEW OF PAPERS

Each candidate in an examination shall be given notice of the results thereof, and if passing, of his/her final earned score and/or rank on the employment list.

H. INSPECTION OF TEST ANSWER SHEETS

All candidates shall have the right to inspect their own test answer sheet during normal business hours within five (5) working days after the notification of examination results. Any error in computation, if called to the attention of the Personnel Director within this period, shall be corrected, and the final score shall be adjusted accordingly. Such corrections shall not, however, invalidate appointments previously made. Examination papers of applicants are not subject to inspection by the public or by other applicants.

I. REASONABLE ACCOMMODATION

Applicants for employment in any position in the City who desire reasonable accommodation as a result of a physical or mental disability or medical condition in order to participate in the examination may submit a request for accommodation to the Personnel Director. The request must identify: (a) the date, time and location of the examination at issue; and (b) the desired accommodation(s). Following receipt of the request, the City may require additional information, such as reasonable documentation of the existence of a disability and/or need for accommodation. After receipt of reasonable documentation of disability, the City may arrange for a discussion, in person or via telephone conference call, with the employee, and his/her representative(s), if any. The purpose of the discussion is to work in good faith to fully discuss all feasible and potential reasonable accommodations. The City determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The City will not provide accommodation(s) that would impose an undue hardship upon City finances or operations, or that would endanger the health or safety of the employee or others. The City will inform the employee of its decision as to reasonable accommodation(s) in writing prior to the date or deadline of the examination.

VII. EMPLOYMENT LISTS

A. EMPLOYMENT LISTS

As soon as possible after the completion of an open or promotional examination, the Personnel Director shall prepare and maintain an employment list consisting of the names of candidates who qualified in the examination. Notwithstanding any other provision of these Rules, if there are less than three (3) names on an eligible list, the Personnel Director or designee may disregard the list and fill the position(s) by any method permitted by these Personnel Rules,

including, but not limited to, undertaking new recruiting and testing procedures. Eligible lists shall become effective upon the certification by the Personnel Director.

B. DURATION OF LISTS

Employment lists other than those resulting from a continuous examination shall remain in effect until exhausted or abolished by the Personnel Director. Open-competitive lists created as a result of continuous examinations shall remain in effect for not more than one (1) year after the last administration of the examination, unless sooner exhausted or abolished. Names placed on such lists may be merged with any others already on the list.

C. REMOVAL OF NAMES FROM ELIGIBLE LIST

1. Grounds for removal. The Personnel Director shall remove the name of any person appearing on an eligible employment, re-employment or promotional list for any of the following reasons:

a. Upon written notice from an eligible declining appointment or that his/her name be removed;

b. If the eligible fails to respond to a notice of certification mailed to his/her last designated address;

c. If the Personnel Director determines that the results of the criminal history background investigation require the applicant's disqualification, or the results of the overall background investigation are otherwise unsatisfactory;

d. Failure to properly complete, sign or timely file the required application form and all supplemental forms and materials, if any;

e. Fraudulent conduct or false statements by the applicant or others with the applicant's knowledge on any application or any phase of the selection process, including affirmative misstatements, misrepresentations, and/or failure to disclose or withholding of material information relevant to the City's evaluation and determination of the application;

f. Failure to meet any of the minimum requirements or qualifications of the position;

g. Failure to cooperate in the selection process;

h. Failure to attend any appointment; or

i. If employment would not be in the best interests of the City.

2. Procedures.

a. The person affected shall be notified of the removal of his/her name by a notice mailed to his/her last known address. The names of persons on promotional

employment lists who resign from the service shall automatically be dropped from such lists. It shall be the responsibility of the eligible to keep the Personnel Director informed of their current addresses and telephone numbers.

b. If less than three (3) eligible persons remain on the open competitive or promotional eligible list, the Personnel Director may cancel the list and establish a new one.

VIII. METHOD OF FILLING VACANCIES

A. TYPES OF APPOINTMENT

All vacancies in the competitive service shall be filled by transfer, demotion, re-employment, reinstatement, or from those eligible persons (or "eligibles") certified by the Personnel Director from an appropriate employment list, if available. In the absence of persons eligible for appointment as set forth herein, provisional appointments may be made in accordance with these Personnel Rules. The Personnel Director shall decide in what manner the vacancy is to be filled.

B. NOTICE TO PERSONNEL DIRECTOR

If a vacancy in the competitive service is to be filled, the Appointing Authority shall notify the Personnel Director in the manner prescribed. If there is no re-employment list available for the class, the Appointing Authority shall have the right to decide whether to fill the vacancy by reinstatement, transfer, demotion, appointment from a promotional employment list, or appointment from an open employment list.

C. CERTIFICATION OF ELIGIBLES

1. If the Appointing Authority does not consider it in the City's best interest to fill the vacancy by reinstatement, transfer, or demotion, or if it is not possible to fill the vacancy by re-employment, certification shall be made from an appropriate employment list, provided eligibles are available.

2. When the Appointing Authority requests a vacancy be filled by appointment from a promotional employment list or from an open employment list, the Personnel Director should certify from the specific list the names of all individuals willing to accept appointment. Whenever there are fewer than three (3) names of individuals willing to accept appointment on a promotional employment list or on an open employment list, the Appointing Authority may make an appointment from among such eligibles or may request the Personnel Director to establish a new list. When so requested, the Personnel Director shall hold a new examination and establish a new employment list.

D. APPOINTMENT

After interview and investigation, the Appointing Authority shall make appointments from among those certified as eligible, and shall immediately notify the Personnel Director of the persons appointed. The person accepting appointment shall report to the Personnel Director, or the Personnel Director's designated representative, for processing on or before the

date of appointment. If the applicant accepts the appointment and reports for duty within such period of time as the Appointing Authority shall prescribe, the applicant shall be deemed to be appointed; otherwise, the applicant shall be deemed to have declined the appointment.

E. FITNESS-FOR-DUTY EXAMINATIONS AND DRUG TESTING

1. For certain positions, in order to be eligible for employment or re-employment with the City applicants who have been granted a conditional offer of employment shall be required to pass a fitness-for-duty examination and drug testing consistent with applicable state and federal laws. For certain positions, employees who have been extended a conditional offer of a promotion or transfer may be required to undergo and pass a pre-employment fitness-for-duty examination and drug testing for the promotional or transfer position consistent with applicable state and federal laws, prior to receiving a final offer of promotion or transfer. The fitness-for-duty examination required of certain applicants for initial employment in safety-sensitive positions shall include a pre-employment drug and alcohol test prescribed by the City.

2. All fitness-for-duty examinations for applicants for initial positions, and current employees for promotional or transfer positions, including the timing of such fitness-for-duty examinations, will be conducted in compliance with the Americans With Disabilities Act and the disability rights provisions of the California Fair Employment and Housing Act. Fitness-for-duty examinations or inquiries are limited to those that are job-related and consistent with business necessity and where all entering employees in the same job classification are subject to the same examination or inquiry. A physician or medical facility selected and paid for by the City shall perform the examination.

3. This section does not apply to routine return to work slips and medical releases provided by an employee's doctor or to medical certification an employee is required to provide in connection with a leave, accommodation or similar request.

4. All fitness-for-duty examinations shall be job-related and necessary for the efficient operations of the City. The fitness for duty examination of a job applicant or an existing employee seeking a promotion will occur only after a conditional offer of employment or promotion is made and when required of all applicants for the job classification. Pre-employment tests for illegal drugs and alcohol may be administered in conjunction with a medical examination for new hires and re-hires as part of the recruitment process set forth in Rule V, above.

F. PROVISIONAL APPOINTMENT

1. In the absence of individuals willing to accept appointment from appropriate employment lists, a provisional appointment may be made by the Appointing Authority of a person meeting the minimum training and experience qualifications for the positions. Such an appointment may be made during the period of suspension, demotion or discharge of an employee, and such vacancy may be filled by the Appointing Authority subject to the provisions of this ordinance and the personnel rules. A provisional employee may be removed at any time without the right of appeal or hearing. No provisional appointment shall exceed six (6) months. Employees appointed on a provisional basis shall not be entitled to a preference in hiring or a right to a regular position.

2. A provisional appointee shall accrue the same benefits as probationary employees. If a provisional appointee is selected for a full-time position with the city, the time served as a provisional appointment shall be counted as time toward the fulfillment of the required probationary period.

3. No special credit shall be allowed in meeting any qualifications or in the giving of any test or the establishment of any open-competitive promotional lists, for service rendered under a provisional appointment.

IX. PROBATIONARY PERIOD

A. REGULAR APPOINTMENT FOLLOWING PROBATIONARY PERIOD

1. Term of Probationary Period; Extensions. All original and promotional appointments in the competitive service shall be tentative and subject to a probationary period of not less than twelve (12) months actual service to be determined for each class by the Personnel Director. The Appointing Authority may extend such probationary period up to six (6) additional months. Periods of time on paid or unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by that number of days the employee is on leave. If the probationary period is interrupted by military leave, then the employee shall be required to complete his/her probationary period upon reemployment in his/her position following return from his/her military leave. Time spent on military leave shall not count toward completion of an employee's probationary period, and an employee's probationary period shall be extended by the length of the military leave.

2. At-Will Status of Probationary Employee; Rejection.

a. In accordance with the Personnel Ordinance and these Rules, during the probationary period all new hires and re-hires in positions in the competitive service shall be at-will employees who serve at the pleasure of the Appointing Authority and may be rejected at any time with or without cause and with or without any pre- or post-disciplinary due process or right of evidentiary appeal, review or grievance.

b. During the promotional probationary period, all promotional employees in the competitive service shall be at-will employees as to the promotional appointment, who serve at the pleasure of the Appointing Authority and may be rejected from their probationary promotional appointment at any time with or without cause and without any pre- or post-disciplinary due process or right of evidentiary appeal, review, or grievance.

c. Rejection of probationary employees following military leave is governed by the City's military leave policy (Rule XVI and Appendix B to these Rules), and applicable provisions of federal and state law governing military leave.

3. Procedures. Subject to Section D of this Rule, whenever possible the Personnel Director shall notify the Appointing Authority and the probationer concerned two (2) weeks prior to the termination of any probationary period. If the service of the probationary employee has been satisfactory to the Appointing Authority, then the Appointing Authority shall file with the Personnel Director a statement in writing to such effect and stating that the retention

of such employee in the service is desired. If such a statement is not filed, the employee will be deemed to be unsatisfactory and his/her employment terminated at the expiration of the probationary period based on rejection during his/her probationary period pursuant to Section D. Where a statement of satisfactory service has not been filed, notice of the termination based on rejection during his or her probationary period shall be served on the terminated employee by the Personnel Director after the expiration of the probationary period. The failure of the City to provide notice of rejection during the probationary period or terminate him/her from employment at or prior to the end of the probationary period shall not extend the employee's probationary period or change the employee's at-will status.

4. Procedures and timing for termination of a probationary employees following his/her reemployment after military leave shall also be subject to any applicable provisions of USERRA and/or state law regarding military leave. (See Rule XVI and Appendix B to these Rules.)

B. OBJECTIVE OF PROBATIONARY PERIOD

The probationary period shall be regarded as a part of the selection process in the competitive service and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his position.

C. COMPLETION OF PROBATION

All appointments in the competitive service shall be at-will and tentative pending successful completion of the probationary period. Probation will not be completed unless or until the employee receives written notice of retention or rejection in accordance with these Rules. The Appointing Authority may retain or reject a probationary employee and issue the appropriate notice. The Appointing Authority may retroactively confirm the retention of any employee and the successful completion of probation where the probation period was extended or was ended by rejection because the employee did not receive written notice of retention or rejection.

D. REJECTION OF PROBATIONER

Notwithstanding any other provision of these Rules, during the probationary period, an employee in a position in the competitive service serves in an at-will status and may be rejected at any time by the Appointing Authority with or without cause and without any pre- or post-disciplinary due process or ~~the~~ right of evidentiary appeal, review or grievance under these Rules, including but not limited to Rule XX (Disciplinary Action) and Rule XXII (Grievance Procedure). Notification of rejection by the Appointing Authority shall be served on the probationer, and he/she shall be terminated from employment with the City. Failure of the Appointing Authority to provide notification of rejection before the end of the probationary promotional period shall not extend his/her probationary promotional period or change his/her status from a probationary promotional employee to a regular employee in the promotional position.

E. REJECTION FOLLOWING PROMOTION

Any employee rejected during the probationary period following a promotional appointment in the competitive service, or at the conclusion of the probationary period by reason

of failure of the Appointing Authority to file a statement that the employee's services have been satisfactory, shall be reinstated to the position from which the employee was promoted if there is a vacancy in the prior position unless charges are filed and the employee is discharged for a reason that would have been sufficient cause for his/her termination from his/her former position, in the manner provided in these Rules for positions in the competitive services. If there is no vacancy in such position, the employee may be released without cause, and without any pre- or post-disciplinary due process or right of evidentiary appeal, review or grievance. Should the prior position no longer be available, the employee will be terminated from employment, but may request to be placed on a re-employment list.

F. APPOINTMENT TO A DIFFERENT CLASSIFICATION DURING PROBATION

An employee is not disqualified from appointment to a different classification because he or she is presently serving a probationary period. Any such appointment must otherwise comply with these Rules. An employee who has not completed the probationary period at the time of appointment to a different classification will begin a new probationary period. If the employee was serving a new hire probationary period at the time of appointment, the new probationary period will also be a new hire probationary period. If the employee is serving a promotional probationary period at the time of appointment, the new probationary period will be a promotional probationary period.

X. REGULAR EMPLOYMENT

A. REGULAR FULL-TIME EMPLOYMENT

Employees who have successfully completed their probationary periods and who regularly work a minimum of eighty (80) hours in a two (2) week period shall become full-time regular employees in the competitive service and shall be entitled to all the benefits provided herein.

B. REGULAR PART-TIME EMPLOYMENT

1. Employees employed in a position designated as a regular part-time position in the Classification Plan, who regularly work less than forty (40) hours a week but average twenty (20) hours or more a week, and who have successfully completed their probationary period shall become regular part-time employees and shall be entitled to regular status equal to the hours worked when compared to forty (40) hours per week. Such employees are not eligible for benefits or leave, except retirement benefits and sick leave as required by state law (see Rule XV.C and Appendix C of these Rules), and health benefits under the City of Highland Premium Only Plan. The probationary period for regular part-time employees shall be not less than twelve (12) months of part-time service and shall be subject to all provisions of Rule IX.A through F, above. The City Manager shall designate in the Classification Plan those positions that shall constitute regular part-time positions to which this subsection B applies. An employee shall not be designated or classified as a regular part-time employee unless so designated in a personnel action form signed by the City Manager and Personnel Director.

C. TEMPORARY, PART-TIME, EMERGENCY AND SEASONAL EMPLOYMENT.

1. Temporary/Part-Time Employees working less than an average of twenty (20) hours per week or less than 1,000 hours per year, do not serve a probationary period, do not acquire regular status and are not entitled to benefits except to the extent such part-time employees qualify for paid sick leave as required by state law (see Rule XV.C and Appendix C of these Rules). Such employees are-will employees who serve at the pleasure of the Appointing Authority and may be terminated at any time with our without cause, and without any pre- or post-disciplinary due process, or right of evidentiary hearing, review, appeal or grievance. Such employees are excluded from the competitive service.

2. Emergency and seasonal employees, regardless of the number of hours worked per week or in a fiscal year, are at-will employees, do not serve a probationary period, do not acquire regular status, and are not entitled to benefits (except to the extent that sick leave benefits may be required by applicable state law). Such employees are-will employees who serve at the pleasure of the Appointing Authority, and may be terminated at any time with or without cause, without any pre- or post-disciplinary due process, or right of evidentiary appeal, review or grievance. Such employees are excluded from the competitive service.

3. No Temporary/Part-Time, Emergency, or Seasonal employee shall work more than 125 days in a fiscal year (if paid on a "per diem" basis), or more than 1,000 hours or more in any fiscal year (if paid on other than a per diem basis) except as expressly authorized by the City Manager and Personnel Director in writing.

XI. TEMPORARY EMPLOYMENT

Without following the Rules regarding recruitment and selection, the Appointing Authority may hire employees on a temporary basis, for a period not to exceed one hundred eighty (180) days, or for completion of a specific task or project. The period of temporary appointment may be extended by the Appointing Authority for up to an additional one hundred eighty (180) days, provided that under no circumstances shall the initial period of temporary employment, or any extended period of temporary employment, exceed a total of 124 days in a fiscal year (if paid on a per diem basis) or more than 1000 hours in any fiscal year (if paid on other than a per diem basis) except as expressly authorized by the City Manager and Personnel Director in writing . Temporary employees are at-will employees who serve at the pleasure of the Appointing Authority and may be removed at any time with or without cause and without any right to pre- or post-disciplinary due process, or evidentiary hearing, review or grievance. Temporary employees are not eligible for benefits except for paid sick leave to the extent required by state law as set forth in Rule XV.C. and Appendix C of these Rules. Such employees are excluded from the competitive service.

XII. TRANSFER, PROMOTION, DEMOTION, SUSPENSION, RECLASSIFICATION AND REINSTATEMENT

A. TRANSFER

1. A transfer may be voluntary, at the request of the employee, or involuntary, to promote efficiency, supervision, safety or morale of the service. A transfer is not disciplinary and does not trigger the right to disciplinary process associated therewith under Rule XX (Disciplinary Action) or the right to file a grievance under Rule XXIII for any employee. An involuntary transfer may be appealed in accordance with Section (C)(2) of this Rule.

2. No person shall be transferred to a position for which that person does not possess the minimum qualifications. Upon notice to the Personnel Director, an employee may be transferred by the Appointing Authority or designate at any time from one position to another position in a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties and requires substantially the same basic qualifications.

3. If the transfer involves a change from one department to another, both Department Heads must consent thereto unless the City Manager orders the transfer. Transfer 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 or these Rules.

B. VOLUNTARY TRANSFER

A regular employee may initiate a request to transfer to another position in the same or lower classification for which the employee is qualified in the opinion of the Personnel Director, by submitting a "Request to Transfer" to the Personnel Director. The Request will be kept on file for one (1) year from the date of receipt. With the approval of the Department Head for whom the employee works and the Department Head for whom the employee wishes to work the employee will be transferred to the new position when the first vacancy becomes available. Selection for voluntary transfer is within the sole discretion of the Personnel Director following consultation with the affected Director or other Department Head, and shall not be subject to any disciplinary appeal or grievance. Employees with less than one year of service, less than satisfactory performance evaluations and a disciplinary suspension, reduction in pay or equivalent disciplinary action within the last year are not eligible for a voluntary transfer.

C. INVOLUNTARY TRANSFER

1. Whenever possible, a regular employee being transferred from one position to another position in the same class, or a comparable class at the same salary level, shall receive five (5) working days' notice.

2. If a regular employee disputes the involuntary transfer, the employee may, within two (2) days of the Notice of Transfer, file a written appeal with the City Manager setting forth the reasons therefore. Any appeal filed must be based upon the alleged violation of the requirements for transfer and/or procedure followed. The City Manager's decision shall be final.

D. PROMOTION

1. Insofar as 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.

2. If, in the opinion of the Personnel Director, it is in the best interest of the City service, a vacancy in the position may be filled by an open competitive examination instead of promotional examination, in which event the Personnel Director shall arrange for an open-competitive examination and for the preparation and certification of an open-competitive employment list.

E. DEMOTION

The Appointing Authority may demote an employee whose ability to perform the required duties falls below standard, ~~or~~ for disciplinary purposes, or in lieu of layoff. Upon request of the employee, and with the consent of the Appointing Authority, demotion may be made to a vacant position. No employee shall be demoted to a position if he/she does not possess the minimum qualifications for that position. Disciplinary demotion action or because the employee is no longer able to perform the required duties of his/her position shall be in accordance with Rule XX hereof. Demotion in lieu of layoff shall be in accordance with Rule XXI.C.

F. SUSPENSION

The Appointing Authority may suspend an employee from a position at any time for a disciplinary purpose. Suspension without pay shall not exceed thirty (30) calendar days, nor shall any employee be penalized by suspension for more than thirty (30) calendar days in any fiscal year. The Department Head may suspend a subordinate employee for not more than five (5) working days at any one time, and not more than once in a thirty (30) calendar day period. Intended suspension action shall be reported immediately to the Personnel Director and shall be taken in accordance with Rule XX hereof.

G. REDUCTION IN PAY

Reduction in pay shall be a decrease in salary to a lower step within the employee's salary range, made by the Appointing Authority for a fixed period of time for disciplinary purposes or for budgetary reasons. Reductions in pay for disciplinary purposes shall be taken in accordance with Rule XX hereof for employees in the competitive service.

H. DISCIPLINE OF FLSA-EXEMPT EMPLOYEES

Except for a violation of a major safety rule, FLSA-exempt employees may not be subject to suspensions, temporary demotions (with a beginning and ending date), or temporary reductions in pay, other than in full work week increments. All other provisions of Rule XX shall apply to the discipline of FLSA-exempt employees who hold positions in the competitive service.

I. RECLASSIFICATION

Reclassification of a position generally occurs when the duties and responsibilities of the position have significantly increased over time. A reclassification generally occurs as a result of a job analysis which documents that the employee has been assigned new additional and/or higher level duties requiring higher level of knowledge, skill and ability, experience and/or education, etc.

J. REINSTATEMENT

With the approval of the Appointing Authority, a regular employee or probationary employee who has completed at least six (6) months of probationary service and who has resigned while in good standing may be considered for reinstatement, upon recommendation of the Department Head and approval of the Appointing Authority, to a position in the former employee's classification for a period of within two (2) years after resignation or separation. The employee shall be reinstated to the salary range and step held at the time of resignation or shall be reinstated to a vacant position in the same or comparable class, to the salary range and step held at the time of resignation or separation and shall receive a new anniversary date which shall be the first date of employment upon reinstatement. The employee will serve a new probationary period. No credit for former employment shall be granted in computing salary, vacation, sick leave, or other benefits except on the specific recommendation of the Appointing Authority at time of reinstatement.

K. CHANGE-OF-STATUS REPORT

Every appointment, transfer, promotion, demotion, change of salary rate, or any other temporary or permanent change in status of employees shall be reported to the Personnel Director in such manner as he may prescribe.

XIII. COMPENSATION AND PAYROLL PRACTICES

A. PHILOSOPHY OF COMPENSATION

The City Council recognizes that the City competes in a market place to obtain qualified personnel to perform and provide municipal services. It further recognizes that compensation and conditions of employment must be sufficiently attractive to draw and retain qualified employees. Therefore, as part of the budgetary process, the City Council will consider the value of compensating its employees with wages and benefits competitive with the labor market and commensurate with the performance of each employee.

B. COMPENSATION ON APPOINTMENT

A newly hired employee shall be compensated at Step "A" of the salary range at which his class is allocated. If exceptional recruitment difficulties are encountered, or exceptional qualifications of a candidate for employment indicate that a higher hiring rate would be in the City's best interest, appointment at a higher step in the salary range may be authorized by the City Manager who will decide each case based in part on a consideration of the experience and education of affected employees and needs of the City.

C. MERIT SALARY ADJUSTMENTS

1. Advancement within the salary range shall not be automatic, but shall be based upon job performance and the increased service value of an employee. Salary adjustments shall be granted upon approval of the Department Head and the City Manager. Employees shall be evaluated for merit salary increases in accordance with the following:

2. New employees and employees who receive "A" step on promotion are eligible for a merit salary review for advancement to the next step in the salary range after six (6) months of service. An employee who is promoted and/or receives other than the first step of the new salary range shall be eligible for a merit salary review after twelve (12) months dating from the effective date of the promotion/appointment. Subsequent merit salary review dates shall fall upon the completion of twelve (12) month service periods dating from the effective date of the preceding merit increase.

3. The granting of an official leave of absence without pay, other than ordered military leave, shall cause the employee's merit salary review date to be extended the number of calendar days he was on leave.

4. If in the opinion of the City Manager, the application of rules governing within-range salary progression or placement of an employee within a salary range results in the employee receiving an inequitably low rate as compared to other employees or the employee deserves consideration because of continued outstanding performance, the City Manager may raise the affected employee's salary to the step within the existing range the City Manager deems most equitable. Such action shall not be contrary to the general intent and spirit of these Rules.

D. COMPENSATION ON PROMOTION

An employee who is promoted to a position in a class with a higher salary range than the class in which he/she formerly occupied a position shall receive the nearest higher monthly salary in the higher salary range that would constitute a minimum one-step salary increase, unless the fifth (5th) step in such range provides less than a one-step increase, in which case the employee shall receive the fifth (5th) step. The employee shall be given a new merit salary review date based upon the effective date of the promotion.

E. COMPENSATION ON TRANSFER

An employee who is transferred from one position to another in a class having the same salary range shall receive the same step in the salary range as ~~he~~ he/she previously received. The employee's merit salary review date shall not change.

F. COMPENSATION ON DEMOTION

A demotion may be effected for disciplinary reasons or as a result of positional changes effected to accommodate employee work activity levels. If the employee has not attained permanent status at the time of his/her demotion, he shall serve a probationary period as if he/she were a new employee. The employee shall be placed at such salary step in the new range deemed

appropriate by the Appointing Authority and assigned a new merit salary review date based upon the effective date of the demotion.

G. COMPENSATION ON POSITION RECLASSIFICATION

1. When a permanent or probationary employee's position is re-classified and the employee is appointed to a new position, his/her salary shall be determined as follows:

a. If the position is reclassified to a class with a higher salary range than his previous class, his/her salary and merit salary review date shall be set in the same manner as if he had been promoted.

b. If the salary of the employee is the same or less than the maximum of the new class, his/her salary and merit salary review date shall not change.

c. If the salary of the employee is greater than the maximum of the range of the new class, his/her salary shall be designated a "Y" rate and shall not change during continuous regular service until the maximum of the salary range to which the class is assigned exceeds his/her salary.

H. EMERGENCY APPOINTMENT - OUT OF CLASS PAY

1. Employees who are given an emergency appointment (as defined below) to a higher classification which involves duties requiring a greater level of skills may be compensated as follows:

a. To qualify for out-of-class pay, an employee must be temporarily assuming substantially the full range of duties and responsibilities of the higher-level position. Out-of-class pay is not authorized, for example, if the organization of a work unit is such that each unit employee carries on his normal duties during the temporary absence of a supervisor, without a need for the direction which the supervisor would provide on a longer-term basis.

b. The rate of pay shall remain unchanged during the first twenty (20) working days of such assignment. Emergency appointments must be made in writing and approved by the City Manager.

c. After twenty (20) continuous working days of such temporary assignment, the employee working out of class shall be paid at Step A of the higher classification, or a rate one step greater than his/her current rate, whichever is deemed appropriate compensation for the level of duties assigned and performed. The amount of additional pay awarded shall be determined by the City Manager. The higher rate of pay shall be used in computing overtime when authorized overtime is served in an FLSA position, out-of-class assignment; the overtime rate shall be at the rate established by the overtime regulations that apply to the higher class.

d. Time worked out of class shall not earn credits toward the completion of probationary requirements in the higher class.

2. As used in this Section H, "emergency appointment" means a position that is temporarily vacant due to another employee's leave of absence, and does not include a position that is vacant during recruitment for a permanent appointment.

I. BILINGUAL PAY

Upon approval by the City Manager, an employee can earn an additional 5% in wages after passing a written and/or oral test, subject to compliance with all of the following provisions:

1. Eligibility: Employees eligible for bilingual pay include regular full-time and regular part-time employees who are employed in positions where there is significant contact with non-English speakers, and who qualify for bilingual pay, as determined by the City Manager. Employees shall not be eligible for bilingual pay during their probationary period or during any period of paid or unpaid leave. The City Manager will choose the languages qualifying for bilingual pay and designate the classifications eligible for bilingual pay. The City Manager may limit the number of positions or employees eligible for bilingual pay, and may terminate any or all bilingual pay at any time.

2. Qualifications: To qualify for bilingual pay an employee must be conversationally fluent in the second language; must be required to utilize said language skills consistently on a daily basis in the performance of their duties; and must possess secondary language skills of a language determined by the City Manager to be an asset to the City's operations. Determination of qualifications shall be contingent upon successful completion of a written or oral bilingual skill assessment examination, as determined by the City Manager, to be conducted by a qualified city contractor. The City Manager may require recertification of language proficiency every two years to ensure the employee's bilingual skills are at the level necessary to serve the needs of the Department, City and community.

3. Amount of Bilingual Pay: Bilingual pay shall be limited to five percent (5%) of the employee's hourly rate, regardless of the number of languages used.

4. Termination: The City Manager may terminate bilingual pay for any or all employees at any time in the City Manager's discretion; any such termination shall be effective at the commencement of the next pay period following service of written notice. No employee shall have any entitlement or right to continued payment of bilingual pay.

J. SALARY DEDUCTIONS

1. In the event an employee is erroneously overpaid by the City, regardless of fault, the City may, with the employee's written consent, recoup overpayment by deducting from that employee's regular paycheck either the full amount of the overpayment or ten percent (10%) of the employee's gross salary, whichever is lesser, and continue said deductions for as many consecutive pay periods as is necessary until full overpayment is recouped. The City shall not commence recoupment by payroll deductions until written notification, which includes all the details of the overpayment, the amount of overpayment and the schedule of recoupment, has been given to the employee at least ten (10) working days in advance, and the employee agrees in writing

to the schedule of recoupment. The City may bring a court action to obtain reimbursement if the employee refuses.

2. If the City is ordered by the court to garnish the wages of any employee, or if the court orders the City to make payroll deductions from the wages of the employee in favor of the City or a third party, the City shall assess and collect against the employee's regular salary one dollar ($1.00) per deduction per pay period to compensate the City for the costs of making such court-mandated payroll adjustments.

XIV. WORK WEEK, WORK SCHEDULES, OVERTIME, AND COMPENSATORY TIME

A. WORK WEEK

1. An employee's work week is a fixed and regularly recurring period of 168 hours, i.e., seven consecutive 24-hour periods. It need not coincide with the calendar week but may be on any day and at any hour of the day. The City may have different work weeks for different employees or groups of employees. The City may change the employee's workweek, but the changes must be permanent. The Personnel Director shall assign each employee a regular work week.

B. WORK SCHEDULE.

1. 9/80 Schedule. The normal work schedule shall be forty (40) hours calculated on the basis of eighty (80) hours within every two (2) week pay period (a "9/80 schedule"), as follows:

a. Employees shall work nine (9) hours, 7:30 a.m. to 5:30 p.m., Monday through Thursday.

b. Employees shall work eight (8) hours, 7:30 a.m. to 4:30 p.m. on Fridays.

c. Employees shall work alternating Fridays, with the work schedules established as set forth below.

d. Modifications may be made to the above schedule when work requirements dictate such, or on a case-by-case basis when good cause is established by an individual employee based on a documented need. Any requests for modification must be received by the Personnel Director and approved by the City Manager. No modification may impose additional financial burden on the City.

2. Assignments:

a. Each employee shall have an approved work schedule.

b. Supervisors shall submit schedules to Department Heads for review.

c. Department Heads shall submit proposed work schedules to the Personnel Director for review.

d. Proposed work schedules shall go to the City Manager for final review and approval.

e. Employees may request schedule changes not more than once every fiscal year.

3. Management reserves the right to set schedules to accomplish the work tasks; exceptions may be considered.

4. No work schedule shall be proposed or approved which imposes an additional financial burden on the City for overtime or otherwise.

5. FLSA Requirements:

a. Supervisors responsible for scheduling shall ensure that full time schedules meet FLSA requirements and provide for a forty (40) hour work week in accordance with Section A, above, of this Rule.

b. During holiday periods, supervisors shall ensure that vacation, holiday, floating holiday, compensatory time or administrative leave hours are used to make a full forty (40) hour work week for full time employees.

C. PAY PERIODS

1. Employees shall be paid every two (2) weeks. The pay period for an employee on the City's nine-eighty (9-80) schedule will be a period of fourteen (14) consecutive calendar days beginning at 12:01 p.m. on Friday and ending at 12:00 noon on the Friday which falls fourteen (14) days thereafter.

2. Mid-day is broadly defined as a midpoint in the work day.

3. In pay periods with no City paid holidays, time worked on Fridays shall be for eight hours, divided with four (4) hours worked before mid-day, and four (4) hours worked after mid-day.

4. All City employees shall be on the same pay period. Therefore, time sheets shall be due to supervisors at the end of the pay period, regardless of which 9/80 schedule employees are assigned to. Time sheets are due by 2:00 p.m. on Thursdays to the City Manager.

5. Step increases of promotions shall be effective at the beginning of the pay period in which they fall.

D. OVERTIME POLICIES - AUTHORIZATION OF OVERTIME

1. POLICY: As a matter of general policy, the City will make reasonable efforts to provide adequate staff to handle normal operations. However, FLSA employees may be required to work overtime at the discretion of the Department Head, with the prior approval of the City Manager.

2. DEFINITION: Overtime for FLSA employees is defined as all hours actually worked in excess of forty (40) hours in the employee's designated work week.

3. PRIOR AUTHORIZATION REQUIRED:

a. Prior authorization before working any overtime is required. FLSA employees may not work outside of scheduled working hours or during unpaid meal periods, without the prior written authorization of his/her supervisor and department head or director. Failure to follow these overtime authorization provisions will result in FLSA employees being paid for legitimate overtime worked, while being subject to disciplinary action for failing to follow required procedures.

b. In certain limited situations, overtime may be authorized retroactively. In such situations, the FLSA employee must notify a supervisor as soon as possible of the overtime worked, and in no event later than the end of the following work day. Overtime may be authorized under the following circumstances:

(1) In emergency situations (generally caused by inclement weather or disaster).

(2) To complete projects which are begun one day and would be difficult, awkward or impossible to complete during regular working hours the next day.

(3) In situations where a job completion is deemed essential by the Department Head or City Manager.

4. MANNER AND FORM OF COMPENSATION:

a. Overtime assigned and worked by LSA employees shall be compensated at time and one-half (1-1/2) their regular rate of pay.

b. The employee may request, and the supervisor shall have the unrestricted discretion to approve or not approve, compensation in the form of accrued compensatory time at time and one-half (1-1/2), except an employee may not accrue more than eighty (80) hours compensatory time at any time with the approval of the Director or Department Head. With City Manager approval the maximum amount of accrued compensatory time may be extended to one hundred twenty (120) hours. Selection of pay or compensatory time shall be made during the pay period in which the overtime hours are worked. Credited compensatory time spent shall be taken as time off except upon termination of the employee or as otherwise approved by the City Manager. A Director, Department Head and/or the City Manager may decide when an employee may take all or part of his/her accumulated compensatory time. Requests by an

employee may take all or part of his/her accumulated compensatory time. Requests by an employee for the use of accrued compensatory time shall be subject to the convenience of the City and to the extent authorized by law.

d. Overtime shall be credited in fifteen (15) minute increments. If an employee works between 1 and 7 minutes overtime, no credit is given for the time worked. If an employee works between 8 and 14 minutes overtime, the employee shall be given 15 minutes' credit.

e. Time worked as overtime shall not be used to earn supplemental benefits or to serve out probation or merit salary increase periods.

5. ALLOCATION: Insofar as is feasible, allocation of overtime shall be equally distributed among employees of affected classifications.

6. REQUIRED ATTENDANCE AT TRAINING ON OFF-DAY: The City shall compensate FLSA employees who are required to attend training on an off-day in accordance with the FLSA rules. FLSA-exempt employees who attend training or conferences on their off day shall not receive in lieu off-days.

7. FLSA-EXEMPT EMPLOYEES INELIGIBILITY: FLSA-Exempt employees are not eligible for and shall not receive payment of overtime compensation or compensatory time.

8. CHANGE IN STATUS: An employee's status as an FLSA employee or FLSA-exempt employee classification may be changed only upon written notification signed by the City Manager and Personnel Director.

E. CITY PAID HOLIDAYS

1. CITY PAID HOLIDAYS: City paid holidays for full-time regular employees and full-time probationary employees and management employees that work a 9/80 schedule are eight (8) hours if the holiday falls on Monday through Thursday, and nine (9) hours if the holiday falls on the 9-hour Friday. If an employee works a forty-hour work week, he/she will receive eight hours of City paid holidays for a holiday that falls on his/her work day.

2. HOLIDAYS FALLING ON 9/80 DAY OFF:

a. The City provides full-time probationary and regular employees and management employees with eight (8) hours of paid time for approved holidays for a 9/80 day off.

b. Eight (8) flexible holiday hours will accrue automatically to full-time employees on the City designated closed Friday.

c. Overtime shall be paid to regular, FLSA full-time employees for working on a designated closed day if the hours worked by that employee in the work week exceed forty hours.

d. Regular part-time employees, temporary/part-time, seasonal and emergency employees are not eligible for City-paid holidays or holiday pay.

F. USE OF PERSONAL VEHICLES AND CITY VEHICLES

Employees who use their own vehicles on City business, as approved by the City Manager, shall be compensated at a rate equal to the Internal Revenue Service limit for mileage reimbursement except those employees who receive a car allowance. Those employees who receive a car allowance shall not be reimbursed for mileage. In the event of a vehicle mishap, when a personal vehicle is in use, the employee will be solely responsible for the liability via his/her automobile insurance coverage. Unless otherwise authorized by the City Council, City vehicles shall be used for City related business only, in accordance with City policy. If an employee must use the vehicle overnight or for successive days at a conference, prior approval of the City Manager must be received. All eligible employees shall be reimbursed other expenses in accordance with the City's reimbursement policy.

XV. EMPLOYEE BENEFITS

A. VACATION

1. ACCRUAL: All full-time regular and probationary employees and management employees with continuous service shall accrue working vacation hours monthly according to the following schedule:

Years of Service	0-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10
Annual Hours Accrued	80	88	96	104	112	120	128	136	144	152

2. For more than ten (10) years of service, employees shall accrue 160 hours of vacation per year.

3. Accrual at the next highest incremental rate shall begin on the anniversary date of the first (1st) year and each year thereafter through the tenth (10th) year, respectively. The total vacation allowance shall be computed to the nearest whole day, based upon the number of full months of City service.

4. Vacation shall not accrue on overtime hours or for attendance at City Council and/or Commission meetings.

a. HOLIDAYS ON VACATION DAYS: In the event one or more municipal holidays fall within a vacation leave, such days shall not be charged as vacation leave and the vacation leave shall be extended accordingly for those employees eligible for such holidays.

b. SCHEDULING: The time during the calendar year at which an employee may take vacation shall be determined by the Department Head, with due regard for the

wishes of the employee and particular regard for the needs of the City. Vacation periods for Department Heads shall be as determined and approved by the City Manager or his/her designee.

c. USE OF VACATION: A full-time employee shall accrue vacation but may not utilize such during the first six (6) months of employment.

d. CARRY-OVER OF VACATION: The maximum number of vacation days that may be carried over from one (1) calendar year to the next is the equivalent of four hundred (400) hours.

e. VACATION BUY-BACK: Full-time employees may at their option buy-back up to 60 hours of vacation time per calendar year. Employees shall request the buy-back in writing to the Finance Department. No negative leave balances shall accrue due to a buy-back allowed under this Section. This program shall only be available when funding is provided for these purposes in the budget.

f. PAYMENT ON TERMINATION: In the event that an employee is discharged or the employee otherwise terminates his/her employment with the City, such employee shall be paid for any accrued vacation leave and compensatory time off which has accrued within the limits specified above.

g. PART-TIME AND TEMPORARY EMPLOYEES: Regular part-time employees, all other part-time/temporary employees, seasonal employees and emergency employees shall not be eligible to receive vacation.

B. HOLIDAYS

1. Each full-time regular and probationary employee and management employee shall be entitled to the following holidays with pay:

a. New Years' Day - January 1

b. President's Day - Third Monday in February

c. Memorial Day - Last Monday in May

d. Fourth of July

e. Labor Day - First Monday in September

f. Veterans' Day - November 11

g. Thanksgiving Day - Fourth Thursday in November

h. The day following Thanksgiving

i. Christmas Day - December 25

All other at-will employees are not eligible for holidays with pay.

j. Three (3) personal holidays annually may be taken by an employee who has successfully completed probation, at his/her convenience, subject to approval of the Department Head. The maximum personal holidays that may be accrued is 48 hours. At the discretion of the City Manager, on a case-by-case basis, accruals over the maximum may be extended for the period of six (6) months before lost. In the event employment is terminated with the City, a regular/non-probationary employee shall be paid for personal holidays which have accrued within the limits specified above.

2. WEEKEND HOLIDAYS: Whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

3. ENTITLEMENT TO HOLIDAY COMPENSATION: No employee shall be entitled to compensation for any holiday herein specified unless such employee shall have been employed by the City on the day preceding and the day following such holiday. For the purposes of this paragraph, an employee who is absent on authorized vacation with pay or on accrued sick leave shall be deemed to be employed at such time.

C. SICK LEAVE

1. PURPOSE FOR SICK LEAVE. Sick leave may be granted by the City to permit the employee to be absent from duty without the loss of pay for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or for an employee who is a victim of domestic violence, sexual assault, stalking or other crime, for the purposes described in subdivision (c) of Labor Code Section 230 and subdivision (a) of Labor Code Section 230.1. (For provisions on leave and reasonable accommodation for victims of crimes, see also Rule XVI, Section E.) Sick leave is a protection provided by the City to be granted in circumstances of adversity, and is intended to promote the health and welfare of the individual employee and his/her family member. Sick leave is not an earned right to time off from work.

2. DEFINITIONS. For purposes of this Section, the following terms shall have the following meanings unless the context clearly indicates otherwise:

a. "Employee's family member" means any of the following: an employee's child, spouse, registered domestic partner sibling, parent, grandchild or grandparent; a child, sibling, parent, grandchild, or grandparent of the employee's spouse or registered domestic partner; or other members of the employee's family residing in the employee's home to whom the employee stands in loco parentis.

b. "Child" or "Children" means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; and regardless of age or dependency status.

c. "Parent" means a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee or his/her spouse or registered domestic partner was a minor child.

3. APPLICABILITY. All conditions and restrictions set forth herein upon the use by an employee of sick leave also shall apply to the use by an employee of sick leave to attend to an illness of a member of the employee's family.

4. SICK LEAVE ACCRUAL

a. Full-Time Employees.

(1) Beginning with the date of hire or July 1, 2015, whichever occurs later, all management employees, full-time regular employees and all full-time employees on probationary status in a regular position shall accrue paid sick leave at the rate of eight (8) hours per month. Each full time regular employee and each full-time employee on probationary status in a regular position, shall accrue sick leave but may not utilize such until the 90th day of employment, after which day such employee may use paid sick days as they are accrued.

(2) Unused sick leave may be accumulated and carried over to subsequent years, up to one thousand two hundred and fifty (1,250) hours maximum.

(3) Paid sick leave does not continue to accrue once an employee has exhausted all paid leaves, such as during any period of time that an employee is on unpaid status including any unpaid leave of absence, or upon separation from employment.

b. Seasonal, Part-Time, Temporary and other at-will employees shall be eligible for sick leave only in accordance with the City of Highland Part-Time and Temporary Employees Sick Leave Policy set forth in Appendix C, attached hereto.

c. Employees shall be eligible to take sick leave beginning on the 90th day of employment, except that sick leave qualifying for benefits under the federal Family Medical Leave Act or the California Family Rights Act may be taken only after the employee has completed one (1) year of service and at least one thousand two hundred fifty (1,250) hours of work within the preceding twelve (12) months.

d. Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.

e. Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave as provided herein.

f. Sick leave shall not be accrued by an employee absent from duty after separation from City service, or during a City authorized leave of absence without pay, or any other absence from duty not authorized by the City.

5. SICK LEAVE USE - PROCEDURE (NON-FMLA LEAVE)

a. If the need for paid sick leave is foreseeable, such as for medical appointments, the employee shall provide reasonable advance notification to his/her supervisor. When an employee is incapacitated from the performance of his/her duties for reasons that entitle him/her to the use of sick leave not otherwise authorized by the federal Family Medical Leave Act

or California Family Rights Act, or other provision of State or Federal Law, or when the employee is needed to assist an ill or injured family member, he/she must notify his/her supervisor within thirty (30) minutes of the beginning of the work day that the employee is absent. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable.

b. An employee shall be responsible for informing his/her supervisor of his/her health status until he/she returns to work.

c. Upon returning to work, each employee must submit a completed Personnel Action form approved by the supervisor and forwarded to payroll.

d. Sick leave benefits may be taken in one-quarter (1/4) hour increments.

e. An employee may be granted sick leave only in case of actual sickness as defined above. In the event that an employee or employee's family member recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.

f. In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor within thirty (30) minutes of the beginning of the employee's work day, unless the City determines that the employee's duties require more restrictive reporting. Failure to do so without good reason, such as emergency circumstances, shall result in that day of absence being treated as leave of absence without pay.

g. If the employee is absent on sick leave for more than one (1) day, the employee shall keep his/her immediate supervisor informed as to the date the employee expects to return to work.

h. Sick leave shall not be granted to any employee absent from duty after separation from City service, or during a City authorized leave of absence without pay, or any other absence from duty not authorized by the City.

i. Sick leave shall not be granted to any employee to permit an extension of the employee's vacation.

j. Sick leave shall not be granted to any employee until the 90th day of the employee's employment. However, on the 90th day of employment, the employee shall be credited with sick leave that would otherwise have been accrued during the probationary period as provided herein. Employees shall not be granted, and accordingly are not entitled to take, paid sick leave in advance of its accrual.

k. The City Manager or the Department Head may require the employee to submit a written verification that his/her absence is for sick leave purposes and may require submittal of a medical certification from a licensed health care provider at any time as to the employee's need for sick leave and the date of the employee's intended return to work. An

absence on sick leave exceeding three (3) consecutive working days or combination of two (2) working days which incorporate a weekend (e.g., Thursday and Friday plus weekend, or Friday and Monday including weekend) must be supported by a medical certificate establishing the employee's need for sick leave.

l. Employees using sick leave for 3 or more consecutive days may be required to report on their status and intent to return to work.

m. In addition to the above, if, after reviewing an employee's record of sick-leave usage, the City believes sufficient cause exists to suspect abuse of sick leave, a medical certificate may be required for any subsequent use of sick leave. Confirmed abuse or improper use of sick leave may be cause for disciplinary action.

n. When approved in advance, paid sick leave may be used to attend medical, dental or optical examinations or treatments, to the extent such appointments cannot be scheduled outside the work day.

o. Except as otherwise required by state or federal law, an employee on sick leave must exhaust all other paid leaves, including, but not limited to, vacation leave and administrative leave, before sick leave may be taken without pay. This provision shall not apply to accrued compensatory time off.

p. Sick leave shall run concurrently with all other health-related but non-sick leave benefits, including, but not limited to, leave for worker's compensation injuries.

q. If an employee is on sick leave on the day the City observes a holiday, that day shall not be counted as a day of sick leave.

r. Sick leave shall be limited to one of the following:

(1) Sick leave which does not qualify for benefits under the federal Family Medical Leave Act or California Family Rights Act, or other applicable State or Federal law, shall be limited to the paid time accrued or authorized to be used pursuant to these Rules, or

(2) Sick leave which qualifies for benefits under the federal Family Medical Leave Act or California Family Rights Act, or other applicable State or Federal law, as provided under Section C of these Rules, below.

r. Leave qualifying under the federal Family Medical Leave Act or California Family Rights Act for the employee's own serious health condition shall be exhausted concurrently with accrued paid sick leave or other sick leave qualifying under this sick leave policy.

s. The City shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Labor Code

Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages.

6. SICK LEAVE BUY-BACK INCENTIVE; SEPARATION FROM EMPLOYMENT AND REHIRE

a. Any regular full-time employee may buy-back up to forty-eight (48) hours of sick leave per year. The forty-eight (48) hours eligible to be bought back by an employee shall be reduced by each hour of sick leave taken per calendar year based on the previous year's usage. In no case shall such buy-back reduce an employee's accumulated sick leave balance below one hundred ninety-two (192) hours.

b. Any regular full-time employee who separates (for other than cause) or retires from the City, after a minimum of ten (10) years of service shall be compensated for forty percent (40%) of all unused sick leave at his/her current rate of pay.

c. Except as otherwise provided by this section, the City shall not compensate any employee for accrued, unused paid sick days upon termination, resignation, retirement, or other separation from employment. To the extent required by State law, if an employee separates from the City and is rehired by the City within one year from the date of separation, previously accrued and unused paid sick days shall be reinstated; and the employee shall be entitled to use those previously accrued and unused paid sick days and to accrue additional paid sick days upon rehiring.

7. EXCESSIVE SICK LEAVE USAGE OR ABUSE OF SICK LEAVE:

a. An employee who is excessively absent may be subject to disciplinary action to the extent permitted by state and federal law, including the ADA, FEHA and CFRA. Excessive absenteeism shall be defined as absence in excess of the average annual Departmental sick leave usage. Excessive absenteeism may occur regardless of the employee's accrual.

b. An employee who claims entitlement to sick leave but who does not meet the requirements of sick leave as defined above, may be subject to disciplinary action for abuse of sick leave.

8. EVALUATION OF SICK LEAVE USAGE:

Each employee's annual or special evaluation shall contain a statement of the employee's use of sick leave during the evaluation period and state that the usage is excessive if it exceeds the Departmental average as set forth above. Excessive use or abuse of sick leave will be considered in establishing the performance rating.

9. RETURN TO WORK: FITNESS FOR DUTY CERTIFICATION

As a condition of reinstatement of an employee returning to work following an illness, injury or disability, the employee must obtain and present a fitness-for-duty certification

from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

10. NON-RETALIATION.

Employees shall not be denied the use of accrued Paid Sick Leave, shall be free from threats of discharge, demotion, or suspension, and shall not be retaliated against for exercising their right to use accrued Paid Sick Leave.

D. FAMILY CARE AND MEDICAL LEAVE

1. POLICY: To the extent not already provided for under current leave policies and provisions, the City will provide leaves of absence as required by the federal Family and Medical Leave Act of 1993 ("FMLA") and the California Moore-Brown-Roberti Family Rights Act ("CFRA") without pay to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, parent or other specified family member with a serious health condition; or due to the employee's own serious health condition; for FMLA/CFRA qualifying exigency leave; or for FMLA caregiver leave. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the FMLA and CFRA, the Department of Labor regulations implementing the FMLA and the California regulations of the CFRA. Unless otherwise provided by this Section, "leave" or "FMLA/CFRA leave" under this Section shall mean leave pursuant to the FMLA and CFRA.

2. DEFINITIONS. The following terms shall have the following meanings in this Section, except as otherwise specifically provided.

a. "12-Month Period" means a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

b. "Caregiver leave", for purposes of the FMLA only, means leave to care for a spouse, son, daughter, parent, or "next of kin" who is a covered servicemember of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces (this leave can run up to 26 weeks of unpaid leave during a single 12-month period) (under the FMLA only, not the CFRA).

(1) For caregiver leave under the FMLA only, see definition of "serious injury or illness" under Subsection (h)(3) of this Section.

c. "Child" for purposes of the FMLA only, means a child under the age of eighteen (18) years of age, or eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child, legal ward, or a child of a person standing in loco parentis (in place of a parent).

(1) A child is "incapable of self-care", for purposes of the FMLA only, if he/she requires active assistance or supervision to provide daily self-care in three (3) or more of the activities of daily living such as caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.

d. "Child" means, for purposes of the CFRA only, a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.

e. "Covered family member" means, for the purpose of CFRA qualifying exigency leave only, an employee's spouse, domestic partner, child or parent in the United States Armed Forces.

f. "Domestic partner," for the purpose of the CFRA only, shall have the same meaning as defined in Family Code Section 297.

g. "Grandchild" means, for the purpose of the CFRA only, a child of the employee's child.

h. "Grandparent" means, for the purpose of the CFRA only, a parent of the employee's parent.

i. "Health Care Provider" means:

(1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;

(2) Individuals duly licensed as a physician, surgeon or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treat or supervise treatment of a serious health condition;

(3) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California state law;

(4) Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;

(5) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and

(6) Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

j. "Parent" means the biological parent of an employee or an individual who stands or stood in loco parentis to an employee when the employee was a child; and in addition to the foregoing, for purposes of CFRA leave only, a "parent" also includes parents-in-law.

k. "Qualifying exigency leave" means as follows:

(1) For purposes of the FMLA, leave taken for any of the following reasons:

(a) Short-notice deployment. This includes leave taken to address any issue that arises because a covered military member is notified of an impending call or order to active duty in support of a contingency operation seven or less calendar days prior to the date of deployment. The leave may be used for a period of seven (7) calendar days beginning on the date a covered military member is notified of an impending call or order to active duty in support of a contingency operation.

(b) Military events and related activities. This includes leave to attend an official ceremony program or event sponsored by the military that is related to the active duty or call to active duty; and family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations or the American Red Cross, that are related to the active duty or call to active duty.

(c) Childcare and school activities. This includes leave to arrange alternative childcare when the active duty or call to active duty necessitates a change in childcare arrangements for a child; to arrange childcare on an urgent, immediate need basis when the need for care arises from the active duty or call to active duty status; to enroll or transfer a child to a new school or daycare facility; to attend meetings with staff at a school or a daycare facility regarding disciplinary measures, counseling, or parent-teacher conferences. For purposes of qualifying exigency leave, "child" means a child under 18, or a child age 18 or older and incapable of self-care because of mental or physical disability at the time the qualifying exigency leave commences.

(d) Financial and legal arrangements. This includes leave to make or update financial or legal arrangements to address the covered military member's absence while on active duty or call to active duty, to act as the covered military member's representative before governmental agencies to obtain, arrange, or appeal military service benefits while the covered military member is on active duty status, and for a period of 90 days following the covered military member's active duty status.

(e) Counseling. This includes leave to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or for a child. The need for counseling must arise from the active duty or call to active duty status of a covered military member.

(f) Rest and recuperation. This includes leave to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment.

(g) Post-deployment activities. This leave includes leave to attend arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for 90 days following termination of the covered military member's active duty status; and leave taken to address issues arising from the covered military member's death while on active duty such as meeting and recovering the body, making funeral arrangements.

(h) Additional activities agreed to by the City and the employee. Additional activities includes leave to address other events arising out of the covered military member's active duty or call to active duty status. An employee shall not take leave for any additional activities not encompassed in subparagraphs (1) through (7) of this Section D.2.k, unless the City and the employee agree that the leave qualifies as an exigency and agree to the timing and duration of the leave.

(2) For purposes of the CFRA, a "qualifying exigency related to the covered active duty or call to active duty of the employee's spouse, domestic partner, child or parent (covered family members) in the Armed Forces of the United States", as specified in Section 3302.2 of the Unemployment Insurance Code, including leave taken for any of the following reasons:

(a) Activities undertaken within seven calendar days from the date that a covered family member is notified of an impending call or order to covered active duty to address any issue arising from that call or order;

(b) Attendance at either or both of (a) an official ceremony, program, or military sponsored event related to the active duty or call to covered active duty of the covered family member; or (b) a family support or assistance program sponsored or promoted by the military, military service organization, or the American Red Cross related to the covered active duty or call to active duty of the covered family member;

(c) Childcare activities related to the active duty or call to active duty of a child for whom the spouse, domestic partner, child or parent in the Armed Forces of the united States stands in loco parentis, who is either not more than 18 years of age, or, if equal to or more than 18 years of age, is incapable of self-care because of a disability at the time that the paid leave is to commence, including arranging for alternative childcare or providing childcare on an urgent basis when such is necessitated by the covered active duty or call of the covered family member, enrolling or transferring the child to a new school or day care facility, or attending meetings with staff at the child's school or day care facility. when any of the foregoing are necessitated by or arise from the covered family member's active duty or call to covered active duty;

(d) Making financial or legal arrangements to address the absence of the covered family member on covered active duty;

(e) Acting as the representative of the covered family member related to military service benefits while the covered family member is on covered active duty or call to cover active duty;

(f) Attending counseling provided by someone other than a health care provider, for oneself, for a covered family member in the Armed Forces, or for a child for whom this person stands in loco parentis, who is either not more than 18 years of age, or equal to or more than 18 years of age and incapable of self-care because of a disability at the time that the paid leave is to commence, if the need for counseling arises from the covered active duty or call to covered active duty of the covered family member;

(g) Accompanying a covered family member while that individual is on short-term, temporary, rest and recuperation leave during a period of deployment in a foreign country;

(h) Attending official ceremonies or reintegration briefings and events, and any other official program sponsored by the military for a period of 90 days following termination of covered active duty of a covered family member;

(i) Addressing issues arising from the death of a covered family member while on covered active duty status;

(j) Arranging for the care of a parent of a covered family member when that parent is incapable of self-care during the covered family member's active duty, including (a) arranging for alterative care for the parent because the covered active duty or call to covered active duty of the covered family member necessitates a change in the parent's existing care arrangement; or (b) providing care for such parent on an urgent, immediate need basis when the need arises from the covered active duty of the covered family member; or (c) admitting or transferring the parent to a care facility when admission or transfer is necessitated by the covered active duty or call to covered active duty of the covered family member; or (d) attending meetings with staff at the parent's care facility when such meetings are necessitated by the covered activity duty or call to covered active duty of the covered family member;

(k) Any other activities to address other events arising out of the active duty or call to active duty of a covered family member, provided that the employer and employee agree that this leave shall qualify as an exigency, and agree to both the timing and duration of the leave.

1. "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves:

(1) Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom); or

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

(a) A period of incapacity (i.e., inability to work, or perform other regular daily activities due to serious health condition of more than three (3)

consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(i) Treatment two (2) or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or

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

(b) Any period of incapacity due to pregnancy or for prenatal care. (This entitles the employee to FMLA leave, but not CFRA leave. Under California law an employee disabled by pregnancy is entitled to pregnancy disability leave. See Rule XV.E for the City of Highland Pregnancy Disability Leave Policy.)

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

(i) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(ii) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(iii) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one (1) day.

(d) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider.

(e) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medic al intervention or treatment.

(3) For caregiver leave under the FMLA only, "serious injury or illness" means an injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his/her office, grade or ranking including:

(a) in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; or

(b) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

m. "Sibling", for purposes of the CFRA only, means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

n. "Spouse"

(1) "Spouse", for purposes of the FMLA only, means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex or common law marriage that either: (i) was entered into in a State that recognizes such marriages; or (ii) if entered into outside of any State, is valid in the place where entered into and could have been entered into in at least one State.

(2) "Spouse", for purposes of the CFRA only, means a partner in marriage as defined in Family Code Section 300 or a domestic partner within the meaning of Family Code Sections 297 through 297.5; and includes same-sex partners in marriage.

2. REASONS FOR LEAVE: Leave is only permitted for the following reasons:

a. The birth of a child or to care for a newborn of an employee;

b. The placement of a child with an employee in connection with the adoption or foster care of a child;

c. Leave to care for a child, parent, spouse or domestic partner who has a serious health condition; or

d. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.

e. For caregiver leave.

f. For qualifying exigency leave.

3. EMPLOYEES ELIGIBLE FOR LEAVE: An employee is eligible for leave if the employee:

a. Has been employed for at least twelve (12) months; and

b. Has been employed for at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of the leave.

4. AMOUNT OF LEAVE: For FMLA/CFRA leave, eligible employees are entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. For caregiver leave, eligible employees may request up to a maximum of 26 weeks to care for a covered servicemember within a single 12-month period.

a. The City uses twelve (12) months rolling backwards from the date leave is requested to commence to calculate the twelve (12) month period. Any combination of family leave and medical leave may not exceed this maximum limit. Where FMLA leave qualifies as both caregiver leave and care for a family member with a serious health condition, the leave will be designated as caregiver leave first.

b. For caregiver leave, if an eligible employee does not take all of his/her 26 workweeks of leave entitlement to care for a covered servicemember during the "single 12-month period," the remaining part of his/her 26 workweeks of leave entitlement to care for the covered servicemember is forfeited.

c. Minimum Duration of Leave

(1) If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one (1) year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two (2) weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one (1) day, but less than two (2) weeks duration on any two occasions.

(2) If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that

must be taken. However, the notice and medical certification provisions of this policy must be complied with.

d. Spouses Both Employed By the City - FMLA Bonding Leave

In any case in which spouses both employed by the City are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) workweeks during any twelve (12) month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e., bonding leave). This limitation does not apply to CFRA bonding leave, or to any other type of leave under this policy when both spouses employed by the City.

e. Relationship to CFRA Leave to Pregnancy Disability Leave. If an employee is eligible for CFRA leave, the employee has certain rights to take both a Pregnancy Disability leave and CFRA leave for reason of the birth of the employee's child. Normally, leave taken under CFRA and FMLA run concurrently, except in the case of Pregnancy Disability leave, which runs concurrently with FMLA only. If an employee qualifies for both CFRA leave and Pregnancy Disability leave for reason of the birth of the employee's child and/or the employee's own serious health condition, the maximum leave entitlement for both CFRA leave and Pregnancy Disability leave is the working days in 29⅓ workweeks. This assumes that the employee is disabled by pregnancy for four months (the working days in 17⅓ weeks) and then requests, and is eligible for, a 12-week CFRA leave for reason of the birth of the employee's child. (For more information on Pregnancy Disability Leave Policy, see Rule XV.E.)

5. EMPLOYEE BENEFITS WHILE ON LEAVE: Leave under this policy is unpaid.

a. HEALTH INSURANCE BENEFITS: Subject to the terms, conditions, and limitations of the applicable plans, while on leave, an employee will continue to be covered by the City's group health insurance to the same extent that coverage is provided while the employee is on the job, for a period not to exceed twelve (12) weeks from the initiation of the leave, or until such time as accrued paid sick leave and other paid leaves provided for under these Rules are exhausted, whichever is later. However, employees will not continue to be covered under the City's non-health benefit plans which are not provided pursuant to the City's group health plans. "Group health benefits" shall include medical, vision, dental, long term disability and life insurance coverage at the levels determined, maintained and paid for by the City prior to the sick leave, but shall not include excess contributions otherwise provided through deferred compensation.

b. EMPLOYEE CONTRIBUTION: Employees may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, the City will inform the employee whether the premiums should be paid to the carrier or to the City. Coverage on a particular plan may be dropped if the employee is more than thirty (30) days late in making a premium payment. However, the employee shall be given at least fifteen (15) days' notice before coverage is to cease, advising him/her that he/she will be dropped if the premium

payment is not paid by a certain date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

c. CITY RIGHT TO RECOVER: In addition, the City may recover its share of health plan premiums for the entire unpaid leave period if both of the following conditions occur:

(1) The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to returned from leave" if he/she works less than thirty (30) days after returning from leave.

(2) The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member that entitled the employee to leave, or other circumstances beyond the control of the employee.

(3) The City shall have the right to recover premiums through deduction from any sums due the City (e.g., unpaid wages, vacation pay, etc.).

d. ACCRUAL OF BENEFITS DURING FMLA/CFRA LEAVE. Any seniority and other benefits normally accrued during any period of paid leave, shall also accrue during any part of a paid FMLA/CFRA leave. Seniority and other benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during any period of unpaid FMLA/CFRA leave. Upon the employee's return to work from FMLA/CFRA leave, the employee will have the same level of accrued leave balances that he/she had when the FMLA/CFRA leave commenced, except as those accrued leave balances were reduced to provide the employee with paid FMLA/CFRA leave in accordance with this Section. Benefit accruals will resume upon return to active employment

6. SUBSTITUTION OF PAID ACCRUED LEAVES: While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leaves. Similarly, the City may require an employee to concurrently use paid accrued leaves after requesting FMLA and/or CFRA leave, and may also require an employee to use Family and Medical Care Leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA-qualifying.

a. Employee's Right to Use Paid Accrued Leaves Concurrently with Family Leave: Where an employee has earned or accrued paid vacation, administrative leave, compensatory time, or personal or family leave, that leave may be substituted for all or part of any (otherwise) unpaid leave under this policy.

(1) With respect to sick leave, an employee is entitled to use sick leave concurrently with leave under this policy if:

(a) The leave is for the employee's own serious health condition; or

(b) The leave is needed to care for a parent, spouse or child with a serious health condition, and would be permitted as sick leave under the City's sick leave policy.

b. City's Right to Require an Employee to Use Paid Leave When Using FMLA/CFRA Leave: Employees must exhaust their accrued leaves concurrently with FMLA/CFRA leave to the same extent that employees have the right to use their accrued leaves concurrently with FMLA/CFRA leave, with two exceptions:

(1) Employees are not required to use accrued compensatory time earned in lieu of overtime earned pursuant to the Fair Labor Standards Act; and

(2) Employees will only be required to use sick leave concurrently with FMLA/CFRA leave if the leave is for the employee's own serious health condition.

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

(1) If an employee takes a leave of absence for any reason which is FMLA/CFRA qualifying, the City may designate that non-FMLA/CFRA leave as running concurrently with the employee's twelve (12) week FMLA/CFRA leave entitlement.

(2) When the circumstances of an employee's long-term disability leave also constitute a serious health condition under the FMLA and/or CFRA leave, the City may designate such disability leave as a "serious health condition" and FMLA/CFRA-qualifying. Long-term disability leave is a form of paid leave, and as a result, the provisions for substitution of the employee's earned or accrued paid leave are not applicable, and neither the employee nor the City may require the substitution of paid leaves for the duration of any such long-term disability leave. However, the City and the employee may agree to have accrued paid leaves supplement the employee's long-term disability insurance plan benefits, up to (but not to exceed) the employee's full time salary or wages. Temporary part-time employees, seasonal employees, emergency employees, or any other hourly employees are not eligible for benefits under the City's Long-Term Disability Insurance Plan.

(3) The City may designate a workers' compensation injury that also constitutes a "serious health condition" as FMLA/CFRA-qualifying. As with paid short term disability leave and long-term disability leave, workers' compensation absence is not unpaid, and the provisions regarding substitution of paid leave do not apply. However, if permitted by California law, the City and the employee may agree to have paid leaves (vacation, floating, sick, etc.) supplement the employee's workers' compensation benefits up to (but not to exceed) the employee's normal full-time salary or wages (or for hourly employees, not to exceed their regular hourly wage rate capped at their maximum hours). Time spent on leave while receiving Workers' Compensation benefits or disability benefits under the City's short term disability policy, may be counted toward the employee's 12 weeks of FMLA/CFRA leave if the employee is otherwise an eligible employee under the FMLA/CFRA.

(4) An employee on FMLA/CFRA leave may also be eligible for payment of Paid Family Leave under California law. Interested employees should contact the California Employment Development Department for information at http://www.edd.ca.gov/ or 1-877-238-4373 (telephone) or 1-800-445-1312 (TTY).

d. City's and Employee's Rights if an Employee Requests Accrued Leave Without Mentioning Either the FMLA or CFRA: If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA qualifying purpose, the City may not ask the employee if the leave is for a FMLA/CFRA qualifying purpose. However, if the City denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA qualifying purpose, the City may inquire further into the reason for the absence. If the reason is FMLA/CFRA qualifying, the City may require the employee to exhaust accrued leave as described above.

7. MEDICAL CERTIFICATION: Employees who request FMLA/CFRA leave for their own serious health condition, ~~or~~ to care for a child, parent or a spouse who has a serious health condition, for caregiver leave, or for qualifying exigency leave, must provide written certification from the health care provider in accordance with this Section.

a. Contents.

(1) Diagnosis. The Certification should not disclose the underlying diagnosis of any serious health condition involved without the consent of the patient in accordance with California and federal law. For information that may be requested in connection with a second opinion, see sub-section (d) below.

(2) Information Required for Employee's Own Serious Health Condition. Employees who request leave for their own serious health condition (or for substance abuse leave), must provide Certification from the employee's health care provider, containing the following information: the date on which the serious health condition began; the probable duration of the serious health condition; and a statement by the health care provider that, due to the serious health condition, that the employee is unable to work at all or is unable to perform the essential functions of his/her position. The Certification shall be either a Form WH-380-E, issued by the U.S. Department of Labor; a form issued by the California Fair Employment and Housing Council; or the City form seeking the same information.

(3) Information Required for Family Member's Serious Health Condition. Employees who request leave to care for a child, parent, spouse or registered domestic partner who has a serious health condition (or for substance abuse leave), must provide a Certification from the family member's health care provider, containing the following information: the date on which the serious health condition began; the probable duration of the serious health condition; an estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care; and a statement that the serious health condition warrants the participation of a family member to provide care during the period of the treatment or supervision of the individual requiring care. The Certification shall be either a Form WH-380-F, issued by the U.S. Department of Labor; a form issued by the California Fair Employment and Housing Council; or the City form seeking the same information.

(4) Information Required for Caregiver Leave. Employees who request a Caregiver Leave must submit a Certification completed by an authorized health care provider of the covered servicemember as specified in the implementing regulations. The Certification shall be either a Form WH-385, issued by the U.S. Department of Labor; a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered servicemember's family; or the City form seeking the same information. A complete and sufficient Certification to support a request for Caregiver Leave must include written documentation confirming that the covered servicemember's injury or illness was incurred in the line of duty on active duty and that the covered servicemember is undergoing treatment for such injury or illness by a health care provider. The Certification should be limited to the condition for which the employee is seeking leave. Authentication and/or clarification of the Certification may be required by the City. Second or third medical opinions and recertifications may not be requested. The City may require an employee to provide confirmation of covered family relationship to the seriously injured or ill servicemember.

(1) Information Required for Qualifying Exigency Leave. The first time an employee requests leave because of a qualifying exigency, the employee shall provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on covered active duty, and the dates of the covered military member's covered active duty. A copy of new active duty orders or similar documentation shall be provided to the City if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different covered military member. The Certification shall be either a completed certification Form WH-384, issued by the U.S. Department of Labor, or the City form seeking the same information. If the qualifying exigency involves meeting with a third party, the City may contact the individual or entity with whom the employee is meeting to verify the meeting or appointment schedule and the nature of the meeting. The City may contact the Department of Defense to request verification that a covered military member is on active duty or call to active duty status.

b. Time to Provide a Certification. When the need for leave is foreseeable, the employee should submit the Certification at the time the employee gives notice of the need for FMLA/CFRA Leave or within five (5) business days after submitting his/her request for FMLA/CFRA Leave. In the case of unforeseen leave, the employee should submit the certification within five (5) business days of his/her determination of the need for FMLA/CFRA Leave or within five (5) business days after unforeseen FMLA/CFRA Leave commences, whichever occurs first. When an employee's leave is foreseeable and at least thirty (30) days' notice has been provided, if a medical certification is requested, the employee must provide it before the leave begins, unless it is not practicable for the employee to do so despite the employee's good faith efforts. When this is not practicable, the employee must provide the requested certification to the City within the time frame requested by the City (which must allow at least fifteen (15) calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

c. Consequences for Failure to Provide an Adequate or Timely Certification. If an employee provides an incomplete or insufficient Certification, the City will advise him/her in writing as to what additional information is required, and the employee will have

seven (7) calendar days (or longer, if unable to comply in that time frame despite the employee's diligent good faith efforts) to complete and return the form.

(1) However, if an employee fails to provide a medical certification within the time frame established by this policy and the law, the City may delay or deny the taking of FMLA/CFRA leave until the required certification is provided.

(2) With regard to CFRA leave, if an employee never produces the required certification or recertification for CFRA Leave, the leave is not CFRA Leave.

(3) The City may directly contact an employee's health care provider only to authenticate or clarify information provided on a Certification form without first obtaining the employee's permission. In compliance with the FMLA and its regulations, and to protect the medical privacy of the employee, or his/her family member, if the City determines that it is necessary to contact the health care provider, only a person employed in one of the following employment categories may contact the health care provider: the City's health care provider; the City's Personnel Manager, or an employee(s) of the Personnel Department charged with administering the City's leave policies. The employee's direct supervisor shall not contact the health care provider of the employee or family member. If the employee fails to provide the City with an authorization allowing the City to clarify the certification with the health care provider, and does not otherwise clarify the certification and the certification is unclear, the City may delay or deny the taking of FMLA/CFRA Leave.

d. Second and Third Medical Opinions.

(1) Employee's Own Serious Health Condition (excluding Pregnancy Disability; see Rule XV.E). If the City has a good faith, objective reason to doubt the validity of a medical certification provided by the employee for his/her own serious health condition (except those involving pregnancy disability), the City may require a medical opinion by a second health care provider chosen and paid for by the City. The health care provider designated or approved by the City will not be employed on a regular basis by the City. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by the City and the employee, but paid for by the City. The opinion of the third provider will be binding. An employee may request a copy of the second and/or third health care opinions, or a recertification. An employee or probationary employee must authorize the release of relevant medical information pertaining to the condition for which leave is being sought to the second opinion or third opinion health care provider. If the employee fails to do so, approval of his/her request for FMLA/CFRA Leave may be delayed or denied.

(2) Caregiver Leave. Second or third medical opinions and recertifications may not be requested.

e. Recertification. Upon expiration of the time period which the health care provider originally estimated that the employee needed for his/her own serious health condition, the employee must obtain recertification if additional leave is requested. The City may request recertifications as otherwise authorized by the FMLA and/or CFRA. Failure to provide

recertification may result in delay or denial of continuation of FMLA/CFRA Leave. An employee may request a copy of the health care provider's opinions when there is a recertification.

f. Intermittent Leave or Leave on a Reduced Leave Schedule. Leave may be taken in several blocks of time, or intermittently or on a reduced work schedule when medically advisable. If an employee requests intermittent leave (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. If intermittent leave is requested, the City may limit leave increments to the shortest period of time that the City's payroll system uses to account for absences or use of leave. The City may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternative position of equivalent pay and benefits that better accommodates the leave schedule.

8. EMPLOYEE NOTICE OF LEAVE: Although the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. Such notice may be orally given. Verbal notice should be sufficient to make the City aware that the employee needs FMLA/CFRA–qualifying leave, and the anticipated timing and duration of the leave.

a. Foreseeable Leave -- 30 Days Advance Notice. If leave is foreseeable, at least thirty (30) days' notice is required based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, or the planned medical treatment for a serious injury or illness of a covered servicemember. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. If the City determines that an employee's notice is inadequate or the employee knew about the need for the request leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute. The employee shall consult with the City and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to the operations of the City. Any such scheduling, however, shall be subject to the approval of the health care provider of the employee or the employee's child, parent or spouse.

(1) For foreseeable leave due to a qualifying exigency notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.

(2) In those cases where the employee is required to provide at least 30 days' notice of foreseeable leave and does not do so, the employee shall explain the reasons why such notice was not practicable upon a request from the employer for such information.

b. Unforeseeable Leave or 30 Days Not Practicable. If the need for leave is unforeseeable, or 30 days' notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. When the need for leave is not

foreseeable, an employee must still comply with the City's usual and customary notice and procedural requirements for requesting leave, absent an emergency or unusual or unforeseen circumstances.

(1) Notice may be given by the employee's spokesperson (e.g., spouse, adult family member, or other responsible party) if the employee is unable to do so personally.

c. Leave Due to Emergency or Unforeseen Circumstances. The City shall not deny a CFRA leave, the need for which is an emergency or is otherwise unforeseeable, on the basis that the employee did not provide advance notice of the need for the leave, so long as the employee provided notice to the City as soon as practicable.

9. CITY REVIEW AND DETERMINATION. Upon receipt of an employee's request for FMLA/CFRA leave, the Personnel Office shall review the request, and, when applicable, the medical certification and determine (a) if the employee is eligible, (b) if the notification/certification is sufficient, (c) if the employee is eligible for or required to take any paid leave, and (d) if the leave is limited (alternate schedule, duration, etc.). The City shall respond to the leave request as soon as practicable and in any event no later than five (5) business days after receiving the employee's request, as provided in Subsection (a) and (b). The City shall attempt to respond to the leave request before the date the leave is due to begin. Once given, approval shall be deemed retroactive to the date of the first day of the leave. Upon determination, the Personnel Office shall notify the employee in accordance with the following procedures.

a. Notice of Eligibility and Notice of Rights and Responsibilities: The Personnel Office will notify the employee of the employee's eligibility to take FMLA/CFRA Leave. Notice shall be given to the employee within five (5) business days of receiving the request, or within five (5) business days of when the City acquires knowledge that an employee's leave may be for an FMLA/CFRA-qualifying reason, absent extenuating circumstances. The eligibility notice may be given orally or in writing. The City shall also give written notice to the employee of his/her rights and responsibilities under the FMLA/CFRA, including the specific expectations and obligations of the employee and explaining any consequences of a failure to meet these obligations.

b. Designation Notice: The City will notify the employee in writing of the designation of leave as FMLA Leave, CFRA Leave, and/or both FMLA and CFRA Leave. Notice shall be given to the employee within five (5) business days of when the City has enough information to determine whether the leave is being taken for a FMLA/CFRA-qualifying reason, absent extenuating circumstances. If the City has enough information to provide a designation notice when the City gives the employee his/her notice of eligibility, the City will give the designation notice at that time.

c. At the time that the City notifies the employee of the designation of FMLA/CFRA Leave, the City will notify the employee whether the employee's request to use earned or accrued leave has been granted, and/or whether the City will require the employee to use any earned or accrued paid leave concurrently with the FMLA/CFRA Leave for which the leave is FMLA/CFRA-qualifying.

d. If the amount of leave needed is known at the time the City designates the leave as FMLA/CFRA-qualifying, the City will notify the employee of the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA leave entitlement in the designation notice. If it is not possible to provide the hours, days, or weeks that will be counted against the employee's FMLA/CFRA leave entitlement (such as in the case of unforeseeable intermittent leave), then the City will provide notice of the amount of leave counted against the employee's FMLA/CFRA leave entitlement upon the request by the employee, but no more often than once in a 30-day period and only if leave was taken in that period.

10. RETROACTIVE DESIGNATION OF FMLA/CFRA LEAVE.

a. The City may not retroactively designate leave as FMLA/CFRA Leave unless:

(1) The City learns for the first time that leave is for a FMLA/CFRA purpose after such leave has begun, such as when an employee gives notice of the need for an extension of paid leave (e.g. vacation) with an unpaid FMLA/CFRA leave. In such a situation, the entire period of paid leave may be retroactively counted as FMLA/CFRA leave for the period of the leave that was FMLA/CFRA-qualifying; or,

(2) The City ultimately confirms leave as FMLA/CFRA-qualifying and knew the reason for the leave, but was unable to determine if the leave qualified under FMLA and/or CFRA.

b. The City may also retroactively designate leave as FMLA and/or CFRA Leave to the extent otherwise authorized by federal and state law.

11. REINSTATEMENT UPON RETURN FROM LEAVE

a. Right to Reinstatement. Upon expiration of leave, an employee is entitled to be reinstated to the same position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, unless: (1) there is no equivalent job available; (2) filling the equivalent (substantially similar) job would substantially undermine the City's ability to operate safely and efficiently; or (3) other grounds set out in the FMLA and/or CFRA. If an employee is no longer qualified for his/her prior position because of the employee's inability to attend a necessary course, renew a license, etc., as a result of the leave, the employee shall be given a reasonable opportunity to fulfill those conditions upon return to work. (For discussion of reinstatement of key employees, see subsection (d) below.)

(1) An employee's use of FMLA/CFRA leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA/CFRA leave. However, employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.

(2) If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the

reinstatement date differs from the original agreement of the employee and City, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.

(3) Upon request, the City will provide the employee a guarantee of employment in the same or an equivalent job with equivalent pay, benefits, and other employment terms and conditions upon returning from leave.

b. Employee's Obligation to Periodically Report on Status. Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

c. Fitness for Duty Certification. As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement. If an employee is on an intermittent or reduced leave schedule, the City may request a certification of fitness to return to duty for such absences up to once every thirty (30) days if reasonable safety concerns exist regarding the employee's ability to perform his/her duties, based on the serious health condition for which the employee took such leave. "Reasonable safety concerns" means a reasonable belief of significant risk of harm to the individual employee or others. In determining whether reasonable safety concerns exist, the City will consider the nature and severity of the potential harm and the likelihood that potential harm will occur.

12. FAILURE TO RETURN FROM FMLA/CFRA LEAVE. If an employee fails to report to work promptly at the end of the approved leave period, the City will assume that the employee has resigned. In such event, the City will notify the employee of its intention to treat the employee's failure to return as a resignation from employment. If the employee does not respond within five (5) business days of written notification sent by the City to the employee's last known address on file with the City, and provide justifiable reason(s) for his/her failure to return to work, the employee will be separated from employment based on resignation.

13. EXTENSION OF FMLA/CFRA LEAVE. If an employee wishes to request an extension of leave due to the continuation, recurrence, or onset of his/her own serious health condition, or of the serious health condition of the employee's spouse, registered domestic partner, child, or parent, the employee must submit a request for an extension in writing and may be required to provide subsequent re-certifications. This written request and re-certification (if applicable) should be made as soon as the employee realizes that he/she will not be able to return at the expiration of the leave period in accordance with the City's general leave of absence policy (Rule XVI).

14. REQUIRED FORMS AND PROCEDURES

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

a. "Request for Family Leave Form". Eligible employees should submit a request for FMLA/CFRA leave to their supervisors at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events. A request does not have to be in writing, but a written request will assist the City in evaluating the employee's request. (Employees may obtain a Request for Family Leave Form from the Personnel Department.) Failure to comply with the notice requirement is grounds for, and may result in, deferral of the requested leave until the employee complies with the policy. (NOTE: Employees will receive a City response to their request, which will set forth certain conditions of the leave.);

b. "Certification Form". A Certification Form either for the employee's own serious health condition or for the serious health condition of a child, parent or spouse; or for caregiver leave; or for qualifying exigency leave. Employees requesting FMLA/CFRA Leave for any eligible reason are required to submit a completed "Certification of Physician or Practitioner" form, ("Certification"). Forms may be obtained from the Personnel Department. The employee should submit the Certification within five (5) business days after submitting his/her request for FMLA/CFRA Leave where the need for leave is foreseeable; and within five (5) business days of determination of an unforeseen need for FMLA/CFRA Leave or within five (5) business days after unforeseen FMLA/CFRA Leave commences, whichever occurs first. If an employee provides an incomplete or insufficient Certification, the City will advise him/her in writing as to what additional information is required, and the employee will have seven (7) calendar days (or longer, if unable to comply in that time frame despite the employee's diligent good faith efforts) to complete and return the form. If an employee fails to provide a Certification within the time frame established by this policy and the law, the City may delay or deny the taking of FMLA/CFRA Leave until the required certification is provided..

(1) The Certification should not disclose the underlying diagnosis of any serious health condition involved without the consent of the patient in accordance with California and federal law.

(2) Information Required for Employee's Own Serious Health Condition. Employees who request leave for their own serious health condition (or for substance abuse leave), must provide Certification from the employee's health care provider, containing the following information: the date on which the serious health condition began; the probable duration of the serious health condition; and a statement by the health care provider that, due to the serious health condition, that the employee is unable to work at all or is unable to perform the essential functions of his/her position. The Certification shall be either a Form WH-380-E, issued by the U.S. Department of Labor; a form issued by the California Fair Employment and Housing Council; or the City form seeking the same information.

(3) Information Required for Family Member's Serious Health Condition. Employees who request leave to care for a child, parent, spouse or registered domestic partner who has a serious health condition (or for substance abuse leave), must provide a Certification from the family member's health care provider, containing the following information: the date on which the serious health condition began; the probable duration of the serious health condition; an estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care; and a statement that the serious health condition warrants the participation of a family member to provide care during the period of the treatment

or supervision of the individual requiring care. The Certification shall be either a Form WH-380-F, issued by the U.S. Department of Labor; a form issued by the California Fair Employment and Housing Council; or the City form seeking the same information.

(4) Information Required for Caregiver Leave. Employees who request a Caregiver Leave must submit a Certification completed by an authorized health care provider of the covered servicemember as specified in the implementing regulations. The Certification shall be either a Form WH-385, issued by the U.S. Department of Labor; a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered servicemember's family; or the City form seeking the same information. A complete and sufficient Certification to support a request for Caregiver Leave must include written documentation confirming that the covered servicemember's injury or illness was incurred in the line of duty on active duty and that the covered servicemember is undergoing treatment for such injury or illness by a health care provider. The Certification should be limited to the condition for which the employee is seeking leave. Authentication and/or clarification of the Certification may be required by the City. Second or third medical opinions and recertifications may not be requested. The City may require an employee to provide confirmation of covered family relationship to the seriously injured or ill servicemember, which may take the form of a simple statement from the employee, or a child's birth certificate, a court document, etc. The City is entitled to examine documentation such as a birth certificate, etc., but the employee is entitled to the return of the official document submitted for this purpose.

(5) Information Required for Qualifying Exigency Leave. The first time an employee requests leave because of a qualifying exigency, the employee shall provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on covered active duty, and the dates of the covered military member's covered active duty. A copy of new active duty orders or similar documentation shall be provided to the City if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different covered military member. The Certification shall be either a completed certification Form WH-384, issued by the U.S. Department of Labor; a form issued by the California Fair Employment and Housing Council; or the City form seeking the same information. If the qualifying exigency involves meeting with a third party, the City may contact the individual or entity with whom the employee is meeting to verify the meeting or appointment schedule and the nature of the meeting. The City may contact the Department of Defense to request verification that a covered military member is on active duty or call to active duty status.

(6) Time to Provide a Certification. When an employee's leave is foreseeable and at least thirty (30) days' notice has been provided, if a Certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested Certification to the City within fifteen (15) calendar days after the City's request, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts, or the City agrees in writing to allow the employee more than 15 calendar days to return the requested Certification.

(7) Consequences for Failure to Provide an Adequate or Timely Certification. If an employee provides an incomplete Certification the employee will be given a

reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a Certification within the time frame established by this policy, the City may delay the taking of FMLA/CFRA Leave until the required Certification is provided. The City may directly contact an employee's health care provider only to authenticate or clarify information provided on a Certification form without first obtaining the employee's permission. In compliance with the FMLA and its regulations, and to protect the medical privacy of the employee, or his/her family member, if the City determines that it is necessary to contact the health care provider, only a person employed in one of the following employment categories may contact the health care provider: the City's health care provider; the City's Personnel Manager, or an employee(s) of the Personnel Department charged with administering the City's leave policies. The employee's direct supervisor shall not contact the health care provider of the employee or family member. If the employee fails to provide the City with an authorization allowing the City to clarify the certification with the health care provider, and does not otherwise clarify the certification and the certification is unclear, the City may deny the taking of FMLA/CFRA Leave.

c. Authorization for payroll deductions for benefit plan coverage continuation; and

d. Fitness for Duty to Return from Leave Form.

15. POSTING OF FMLA AND CFRA RIGHTS AND RESPONSIBILITIES. A general notice of the provisions of the FMLA and CFRA is posted by the City in each of the following locations:

a. Highland City Hall, 27215 Base Line Road, Highland, CA 92346; and

b. Highland Corporation Yard, 7935 Central Avenue, Highland, CA 92346.

The City also posts a general notice about the provisions of the FMLA/CFRA on its website. A copy of the general notice is may also be obtained from the Administrative Services Department.

E. PREGNANCY DISABILITY LEAVE

1. POLICY. The following policy is established in compliance with the requirements of the California Disability Leave Law ("PDL") set forth in California Government Code Section 12945 et seq., and applicable State regulations. The City will provide a pregnant employee with a leave of absence without pay for up to the number of hours the employee would normally work within four months (or one-third of year, or 17-1/3 weeks) when the employee is disabled by pregnancy, childbirth and related medical conditions. Eligible employees may also request temporary transfers and reasonable accommodations due to pregnancy, childbirth, or related medical conditions, if requested, supported by proper medical certification, and otherwise qualifying as reasonable accommodation. Retaliation against employees for taking Pregnancy Disability Leave is prohibited by law and City policy.

Rights and obligations which are not specifically set forth below shall be as specified in the Government Code and implementing regulations.

2. DEFINITIONS. The following terms shall have the following meanings in this Section, except as otherwise specifically provided.

a. "Comparable position" means a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

b. "Disabled by pregnancy" means any employee who, in the opinion of the employee's health care provider, is unable because of pregnancy to perform any one or more of the essential functions of the employee's job or to perform any of these functions without undue risk to the employee, to the pregnancy's successful completion, or to other persons. Examples may include an employee who is suffering from severe morning sickness, or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, childbirth, loss or end of pregnancy, or recovery from childbirth, loss or end of pregnancy, as determined by the employee's health care provider.

c. "Essential functions" has the same meaning as set forth in Government Code Section 12926(f), as amended from time to time.

3. ELIGIBLE EMPLOYEES.

a. All employees who are or have been pregnant are eligible for Pregnancy Disability Leave ("PDL"), temporary transfer or temporary reasonable accommodation under this Section. There is no minimum length of service requirement before an employee disabled by pregnancy, childbirth or a related condition is entitled to Pregnancy Disability Leave.

4. REASON FOR LEAVE.

a. To be eligible for Pregnancy Disability Leave, the employee must be disabled by pregnancy, childbirth, or related conditions, as defined by law.

b. The PDL allowance includes time taken (with or without pay) for any of the following reasons.

(1) The employee is unable to work at all, is unable to perform any one or more of the essential functions of the employee's job, or is unable to perform any one or more of the essential functions of her job without undue risk to the employee, the successful completion of pregnancy, or to other persons, because of pregnancy or childbirth or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or

(2) The employee needs to take time off for prenatal care.

5. DURATION OF LEAVE AND CONDITIONS.

a. Full-time Employees. For full-time eligible employees, Pregnancy Disability Leave may be taken for up to the number of hours the employee would normally work within four (4) calendar months (one-third of a year, or 17-1/3 weeks) . For a full-time eligible employee who works forty (40) hours per week, "four months" means 691 hours of leave entitlement based on 40 hours per week time 17-1/3 weeks. If an employee's schedule varies from month to month, a monthly average of the hours worked over the four months prior to the beginning of the leave shall be used for calculating the employee's normal work month.

b. Part-Time Employees. An employee who works less than forty (40) hours per week will receive a pro rata or proportional amount of PDL.

c. Variable Schedule. For employees who work on a variable work schedule, the number of working days that constitutes "four months" is calculated on a pro rata or proportional basis.

d. Extension. If the initial period of Pregnancy Disability Leave proves insufficient, consideration will be given to a written request for a single extension of no more than ten (10) calendar days.

e. Intermittent Leave. Pregnancy Disability Leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's health care provider. The City may limit intermittent or reduced leave increments to the lesser of (i) one hour, or (ii) any shorter increment used under the City's payroll system to account for absences or use of leaves. If an employee takes leave on an intermittent basis, or a reduced work schedule, only the amount of leave actually taken may be counted toward the four months of Pregnancy Disability Leave (or pro-rated portion) to which the employee is entitled.

6. PAY STATUS. Pregnancy Disability Leaves are unpaid. However, an employee on PDL will utilize any accumulated leave to remain in paid status, in the following situations:

a. An employee may elect to use accrued vacation leave or other accrued personal leave to remain in paid status during any Pregnancy Disability leave before taking unpaid PDL.

b. An employee on Pregnancy Disability Leave must use any accrued paid sick leave before taking unpaid PDL.

c. A full-time employee may be eligible for benefits under the City's Long-Term Disability (LTD) Insurance program. The terms of the LTD Program shall govern eligibility. If LTD is not selected, the employee will be required to use accrued unused paid sick leave hours.

d. The receipt of vacation pay, sick leave pay, or disability benefits (if any) will not extend the length of the Pregnancy Disability Leave.

7. BENEFITS DURING PREGNANCY DISABILITY LEAVE.

a. Group Health Insurance: Subject to the terms, conditions, and limitations of the applicable plans, the City will continue to provide health insurance benefits for the full period of the approved PDL leave up to four months in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee had continued employment continuously for the duration of the PDL. The time that the City maintains and pays for group health coverage during PDL shall not be used to meet an employer's obligation to pay for 12 weeks of group health coverage during CFRA leave, even where the City designates PDL as leave under the FMLA. If an employee fails to return to work after her leave entitlement has been exhausted or expires, the City has the right to recover its share of health plan premiums for the entire leave period if:

(1) The employee fails to return at the end of her PDL; and

(2) The employee's failure to return from leave is for a reason other than one of the following:

(a) Taking CFRA leave, unless the employee chooses not to return to work following the CFRA leave;

(b) The continuation, recurrence or onset of a health condition that entitles the employee to PDL, unless the employee chooses not to return to work following the leave.

(c) Non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following the leave.

(d) Any other circumstance beyond the control of the employee, including, but not limited to, circumstances where the employer is responsible for the employee's failure to return (e.g., the employer does not return the employee to the same position or reinstate the employee to a comparable position), or circumstances where the employee must care for oneself or a family member (e.g., the employee gives birth to a child with a serious health condition).

(3) In the event the employee fails to return under this section, the City has the right to recover premiums through deduction from any sums due (e.g. unpaid wages, vacation pay, etc.).

b. Other benefit plans. The City will continue to pay premiums under Group disability and life insurance plans (if applicable) for up to four months of the PDL.

c. Any seniority and other benefits normally accrued during any period of paid leave, shall also accrue during any part of a paid Pregnancy Disability Leave. Seniority, leave accruals and other benefits do not accrue during an unpaid Pregnancy Disability leave. However, the employee would return to work with the same seniority and unused leave balances as when the unpaid leave commenced, except as those accrued leave balances were reduced to

provide the employee with paid Pregnancy Disability Leave in accordance with this Section. Benefit accruals will resume upon return to active employment.

8. TEMPORARY TRANSFERS AND OTHER TEMPORARY REASONABLE ACCOMMODATIONS. An employee may request a temporary transfer to another position, or request other temporary reasonable accommodations, when, based on the certification of the employee's health care provider, a temporary transfer or other temporary reasonable accommodation(s) is medically advisable due to pregnancy, childbirth or related medical conditions, in accordance with the following provisions.

a. Temporary Transfers. The City will grant a request for temporary transfer if the City may reasonably accommodate the temporary transfer. The City will not grant a temporary transfer if it would require the City to create a new position, result in the discharge or demotion of another employee, violate the terms of any collective bargaining agreement, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job. The City may accommodate a temporary transfer request by temporarily transferring another employee, but is under no obligation to do so. The City reserves the option of granting a temporary transfer to a position other than that requested by the employee, based upon the needs of the City and the employee's medical condition.

b. Temporary reasonable accommodations. The City will grant a request for temporary reasonable accommodations if such accommodations, or may grant other temporary reasonable accommodations consistent with the medical certification, bona fide occupational qualifications, and business necessity. The City reserves the right to refuse to make such reasonable accommodation where such accommodation(s) would cause an undue hardship to the City.

c. If an employee's health care provider provides medical certification that an employee has a medical need to take intermittent leave or leave on a reduced work schedule and it is foreseeable because of pregnancy, the City may require the employee to transfer temporarily to an available alternative position that meets the needs of the employee, subject to the following:

(1) The employee must meet the qualifications of the position; and

(2) The alternative position must have the equivalent rate of pay and benefits; and

(3) The alternative position better accommodates the employee's leave requirements than the employee's regular job; and

(4) The alternative position does not have to have equivalent duties.

d. Upon certification by the employee's health care provider that there is no further medical advisability for the transfer, intermittent leave, or leave on a reduced work

schedule, the City will reinstate the employee to the same or comparable position in accordance with this Section as set forth below.

9. RELATIONSHIP BETWEEN PREGNANCY DISABILITY LEAVE AND FMLA/CFRA LEAVE. The City's Family and Medical Leave Policy under the FMLA and CFRA is set forth in Subsection D of this Section.

a. Normally, leave taken under CFRA and FMLA run concurrently, except in the case of PDL leave, which runs concurrently with FMLA. If an employee is eligible for PDL, and is also eligible for CFRA Leave at the time of request for PDL, the four weeks of PDL authorized by this Section shall be in addition to the twelve workweeks of CFRA Leave. In such situation, the maximum leave entitlement for an employee for both PDL and CFRA leave for reason of the birth of the child and/or the employee's own serious health condition, is the working days in 29⅓ workweeks. This assumes that the employee is disabled by pregnancy for four months (the working days in 17⅓ weeks) and then requests, and is eligible for, a 12-week CFRA leave for reason of the birth of the employee's child.

b. If an employee is eligible for PDL, and is also eligible for FMLA Leave (but is not eligible for CFRA Leave), any available FMLA Leave and any available Pregnancy Disability Leave shall run concurrently. The maximum amount of time that an eligible employee may take for FMLA Leave and Pregnancy Disability Leave, is 12 workweeks.

10. RELATIONSHIP BETWEEN PREGNANCY DISABILITY LEAVE AND DISABILITY ACCOMMODATION. The right to take PDL is separate and distinct from the right to take a leave of absence as a form of reasonable accommodation for a disability under Government Code section 12940. At the end or depletion of an employee's PDL, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation under Government Code section 12940. Entitlement to leave for a disability will be determined on a case-by case basis, and is not diminished by the employee's exercise of her right to pregnancy disability leave.

11. REINSTATEMENT.

a. Upon timely return at the expiration of the approved leave (including any intermittent leave or leave on a reduced work schedule), or temporary transfer, the employee shall be reinstated to the same position she held prior to her leave or transfer, unless:

(1) The employee would not otherwise have been employed in the same position at the time reinstatement is requested for legitimate business reasons unrelated to the employee's leave or transfer; or

(2) Each means of preserving the job for the employee (such as leaving it unfilled or filling it with a temporary employee) would substantially undermine the City's ability to operate the business safely and efficiently.

An employee has no greater right to reinstatement to the same position or to other benefits or conditions of employment than if the employee had been continuously employed in this position during the PDL or transfer period.

b. If the employee is not reinstated to the same position, the employee will be reinstated to a comparable position unless:

(1) There is no comparable position available; or,

(2) If the PDL does not qualify for FMLA (see Section 305), a comparable position is available, but filling that position with the returning employee would substantially undermine the City's ability to operate the business safely and efficiently.

An employee has no greater right to reinstatement to a comparable position or to other benefits and conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

c. If an employee disabled by pregnancy has taken a Pregnancy Disability Leave for longer than four months, the City will treat the employee the same regarding reinstatement rights as it treats any other similarly situated employee who has taken a similar length disability leave.

d. If an employee takes CFRA Leave at the expiration of Pregnancy Disability Leave, the employee's right to reinstatement is governed by Section D, regarding CFRA leave, and not this Section.

e. Before an employee will be permitted to return from a PDL of three (3) days or more, the employee must obtain a certification from a health care provider that the employee is able to resume work.

f. If the employee can return to work with limitations, the City will evaluate those limitations and, if possible, will accommodate the employee as required by law.

g. The City will provide the employee with the guarantee of reinstatement in writing, upon the employee's request.

12. FAILURE TO RETURN FROM PREGNANCY DISABILITY LEAVE. If an employee fails to report to work promptly at the end of the approved Pregnancy Disability Leave period, the City will assume that the employee has resigned. In such event, the City will notify the employee of its intention to treat the employee's failure to return as a resignation from employment. If the employee does not respond within five business days of written notification sent by the City to the employee's last known address on file with the City, and provide justifiable reason(s) for his/her failure to return to work, the employee will be separated from employment based on resignation.

13. EXTENSIONS. An employee who requests an extension of PDL due to the continuation, recurrence, or onset of a medical condition, must submit a request for an extension in writing. This written request should be made as soon as the employee realizes that return at the expiration of the leave period is not possible. Requests will be considered in accordance with the City's usual procedures and practices for leaves of absence, or the Disability Accommodation Policy (Section XVI.H).

14. PROCEDURES. To insure employees receive the best benefit of leave provisions, requests for leave must comply with City procedures and policies. Notwithstanding the provisions of these laws, employees are required to observe all City policies regarding leave requests, absences, notification to supervisors and appointing authorities, payment of insurance premiums, and use of paid leave, whether or not addressed herein.

a. Application for Leave: An employee requesting Pregnancy Disability Leave must complete a "Request for Leave/Notice of Leave" form and return it to his/her Department Head for their signature. Forms may be obtained from the Personnel Office. The Department Head shall forward the application immediately to the Personnel Office.

b. Notice of Leave: When the need for Pregnancy Disability Leave is foreseeable, such as the because of a planned medical treatment, the employee must submit an application for leave at least thirty (30) days before the leave is to begin. If the need for leave is not foreseeable, notice must be given as soon as possible, but not later than five (5) working days after learning of the need. Failure to provide such notice is grounds for delay or denial of a leave request, except if the need for leave was an emergency or was otherwise unforeseeable. The City shall respond to the leave request as soon as possible and in any event no later than ten (10) days after receiving the request. When possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the City's operations.

c. Type of Notice. For City purposes, written notice will be required, but may be submitted after an oral request. Oral notice must be provided according to department policies regarding emergency or unplanned absences.

d. Medical Certification: A request for Pregnancy Disability Leave must be supported by Medical Certification ("Certification") from the employee's physician or other health care provider. Certification forms may be obtained from Personnel. The completed Certification must be provided to the City within fifteen (15) days in advance of the leave request or as far in advance as practicable. Such certification is not required with regard to birth of a child.

(1) In the case of medical certification indicating disability necessitating a leave, the Certification must state the date that the employee became disabled due to pregnancy, the probable duration of the period or periods of disability, the employee is unable to perform one or more essential functions of her position without undue risk to the employee, the successful completion of pregnancy or to others.

(2) In the case of medical certification indicating disability necessitating a temporary transfer, the Certification must contain the date on which the need to transfer became medically advisable, the probable duration of the period or periods of the need to transfer , and an explanatory statement that due to the employee's pregnancy, the transfer is medically advisable.

(3) The City may also require that the employee obtain subsequent recertifications if the employee upon the expiration of the original leave period requests any additional leave periods.

(4) Consequences for Failure to Provide an Adequate or Timely Certification: If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any deficiency. However, if an employee fails to provide a medical certification within the time frame established by this Policy, the City may delay the taking of Pregnancy Disability Leave until the required certification is provided, or may deny the leave.

e. Review and Determination: No later than ten (10) calendar days of receiving a request for PDL, reasonable accommodation and/or transfer, the Personnel Office shall respond to the employee's request. The Personnel Office shall attempt to respond to the leave request before the date the leave is due to begin. Once given, approval shall be deemed retroactive to the date of the first day of the leave.

15. POSTING OF NOTICE OF EMPLOYEE RIGHTS AND RESPONSIBILITIES.

a. A general notice of the provisions of the FEHA regarding pregnancy disability leave, temporary transfer and temporary accommodation is posted by the City in each of the following locations:

(1) Highland City Hall, 27215 Base Line Road, Highland, CA 92346; and

(2) Highland Corporation Yard, 7935 Central Avenue, Highland, CA 92346.

b. The City also posts a general notice about the provisions regarding pregnancy disability leave, temporary transfer and temporary accommodation under the FEHA on its website. A copy of the general notice may also be obtained from the Administrative Services Department.

F. STATE WORKERS' COMPENSATION

1. Employees may be provided with up to a maximum of three (3) consecutive regular work day of unchargeable leave following an occupational injury under the Workers' Compensation Act of the State of California.

2. The City desires to allow employees to supplement their Workers' Compensation Insurance earning while the employee is unable to work due to on-the-job injuries. Workers' Compensation Insurance payments are for a maximum of two-thirds (2/3) of the employee's gross salary. The employee may supplement Workers' Compensation Insurance earning with accrued vacation, accrued compensatory time, administrative leave, floating holiday, and/or sick leave in an amount not to exceed his/her normal gross salary when combined with any Workers' Compensation Insurance payments for the same period of time.

3. The employee may expend all accrued sick leave, accrued floating holiday, accrued compensatory time, administrative leave, and vacation leave, until all such leave time has been expended. If the employee desires to expend accrued leave as allowed by these Rules, he/she

will be considered by the City to be on regular status until all accrued leave time has been expended. When all accrued leave time has been expended, the employee will be on leave without pay for the full period of the temporary disability, unless otherwise authorized or required by law. The employee shall be eligible to receive the amount normally available under the City's group health/life insurance program and shall accrue vacation and sick leave at two-thirds (2/3) of the normal accrual.

4. Application:

a. When an employee is out on an industrial injury, no charge will be made to leave benefits for the first three (3) days. Any payments from Workers' Compensation Insurance will be applied first to repurchase accrued leave time used, next to reimburse the City for the first three regular work days and any balance would go to the employee. It is the intent to provide full benefits where possible and is not construed to allow the employee windfall income.

b. The deduction by the City from the employee's accumulated sick leave shall be limited to the same percentage as the amount due from Workers' Compensation bears to the amount paid by the City. (For example, an employee of the City entitled to twelve dollars ($12.00) per day from the City received $9.00 per day from the Workers' Compensation and the difference of three dollars ($3.00) per day being paid by the City. In deducting from such employee's accumulated sick leave, such deduction shall be made daily on the same basis, i.e. one-fourth (1/4) of a day.)

G. BEREAVEMENT LEAVE

Whenever an employee is compelled to be absent from work because of the death of the employee's immediate family member (as defined in Rule XV.E), the employee may upon approval of the Department Head, use up to three (3) days of any accumulated sick leave, vacation leave, floating holiday, or compensatory time off due to him/her for overtime worked, to attend the funeral of memorial services.

Additional time off for travel may be granted upon the recommendation of the Department Head and approved by the City Manager. For provisions on leave and reasonable accommodation for an employee whose immediate family member is deceased as the direct result of a crime, see also Rule XVI.E.

H. RETIREMENT PLAN

All full-time employees are eligible for membership in the Public Employees Retirement System ("PERS") in accordance with the California Public Employees' Retirement Law ("PERL"), as amended by the California Public Employees' Pension Reform Act of 2013 ("PEPRA"). The City shall pay costs and make ~~all~~ contributions in accordance with resolutions of the City Council and as required by PERS. For classic members as defined in PEPRA, the City shall report the value of the Employer Paid Member Contributions (EPMC) to PERS as additional compensation. For new members, as defined in PEPRA, the City will pay costs and make contributions in accordance with PEPRA and the applicable PERS contract and City resolutions.

I. ADMINISTRATIVE LEAVE

I. ADMINISTRATIVE LEAVE

FLSA-exempt employees are not eligible for overtime pay for working hours over and above the normal work schedule. Employees so designated shall be entitled to up to eighty (80) hours of Administrative leave per year. Administrative leave may be taken at any time on approval of the Department Head and at the discretion of the City Manager. The maximum amount of accrued Administrative leave shall be limited to one hundred and sixty (160) hours. At the discretion of the City Manager, on a case-by-case basis, accruals over the maximum may be extended for the period of six (6) months before lost. In the event employment is terminated with the City, the employee shall be paid for accrued administrative leave which has accrued within the limits specified above.

J. ADMINISTRATIVE LEAVE BUY-BACK

Employees eligible for administrative leave may at their option buy-back up to sixty (60) hours of administrative leave per fiscal year. Employees shall request the buy-back in writing to the Finance Department. No negative leave balances shall accrue due to a buy-back allowed under this Section. This program shall only be available when funding is provided for these purposes in the budget.

K. DONATED LEAVE BANK

Employees at their option may choose to donate accrued leave into a leave bank maintained by the City, for use by other ~~to~~ employees under the conditions of this Section and procedures established by the City. Only the following categories of accrued leave are available for donating purposes: vacation, floating holidays, compensatory time, and administrative leave. The only accrued leave that may be donated is that leave that is available to be taken by the donating employee. Donated hours shall be placed into the leave bank. Employees receiving a donation are limited to withdrawing hours from the bank and may not withdraw more than they would normally be paid in a work week. If an employee receiving a donation is receiving another means of pay such as disability insurance or workers compensation the employee shall be limited to their normal rate of pay after combining the other source. Employees receiving time from the leave bank must have used all available accrued leave before being eligible for donations. Employees must have a bonafide illness, injury or other reason as approved solely by the City Manager to be eligible for donations. The length of time that an employee may receive donations from the bank is variable and shall be determined solely by the City Manager. No negative leave balances shall occur as a result of this Section.

L. HEALTH/LIFE INSURANCE PROGRAM

The City shall provide a health/life insurance plan for all full-time continuous salaried employees. Life Insurance in the amount of the annual salary of each eligible employee shall be provided by the City based on a life insurance plan selected by the City, to a limit of one-hundred fifty thousand dollars ($150,000). Eligibility shall be determined in accordance with the Plan provider's requirements. The City shall make available up to one thousand three hundred dollars ($1,300) per month for fiscal year 2019/2020 and one thousand three hundred fifty dollars ($1,350) per month for fiscal year 2020/2021 towards employee benefits to full-time and approved

eligible part-time employees under the City of Highland Premium Only Plan. This amount shall be first applied to health and dental insurance coverage for the eligible employee. The City shall provide the City Council Members an amount equal to that provided to employees under the City of Highland Premium Only Plan (Section 125 Plan). These funds shall be available for the purchase of health, dental, and vision insurance or any other benefits available to employees. At no time shall the City Council Member benefits be converted to salary. For eligible retirees the City shall contribute two hundred dollars ($200) per month toward health insurance.

M. CONTINUANCE OF MEDICAL COVERAGE (COBRA)

The City will provide employees who separate from the City with continued medical benefits coverage in accordance with applicable provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) and any other applicable provisions of federal law and state law.

N. DEFERRED COMPENSATION PLAN

The City will contract to provide a deferred compensation program for regular full and part-time employees, and will pay the costs of plan administration.

O. EDUCATIONAL REIMBURSEMENT

An employee may be reimbursed for tuition, textbooks and institutional fees incurred in successfully completing job-related course work and seminars from an accredited educational institution. Course work must be approved in advance by the Department Head to be eligible for reimbursement upon proof of successful completion of course work. The maximum benefit per year per employee shall be as determined in advance by the City Manager, within the amount adopted for such purpose in the annual City budget. If the employee voluntarily leaves the employment of the City within one (1) year of completion of course work, employee shall reimburse the City funds received for educational reimbursement for said course work.

P. CALL-OUT CREDIT

A credit shall be applied when an FLSA employee in the competitive service who has left the work site and is called to come back to work between the hours of 7:00 p.m. and 7:00 a.m., on a work day, or at any time during a normal day off. The minimum credit shall be for compensation in the amount of one and one half (1-1/2) hours. The compensation will be at the rate of time and one half (1-1/2). This policy shall also apply to those FLSA employees working under an alternative work schedule, as long as they are called-out a minimum of two (2) hours after or two (2) hours before their normal work day, or at any time during a normal day off. Employees who are on standby duty under Rule XV.Q shall not be eligible for or receive call-out credit.

Q. STANDBY COMPENSATION

1. Standby duty. FLSA employees in the competitive service who are released from active duty but are required by their departments to meet the following restrictions, shall be assigned to mandatory standby duty. Standby duty requires that employees so assigned shall: (a) be reachable by telephone or other communicating devices; (b) be able to report to active duty

within 60 minutes time; and (c) refrain from activities which will impair their ability to perform assigned duties. Standby duty shall be rotated among qualified employees on a weekly basis beginning at the end of the normal work day on Monday and ending at the beginning of the workday on the following Monday. Employees on standby duty shall not be eligible for or receive call-out credit (see Rule XV.P.

2. Standby Compensation. Employees shall be compensated eight (8) hours of pay for each week of standby duty.

3. Emergency Operations. Standby duty pay may not apply when the City's Emergency Operations Center has been activated and an employee may-be assigned to a work shift other than his/her regular shift.

R. RETIREE HEALTH SAVINGS PROGRAM [Reserved.]

S. LACTATION ACCOMMODATION POLICY

The City will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid.

The City will provide the employee the use of a room or location, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express milk in private. This location may be the employee's private office, if applicable. Employees with questions regarding this policy or requests should speak with the Personnel Director.

T. ANNUAL CREDIT MONITORING ALLOWANCE

The City will provide an annual credit monitoring allowance to any person who is a full-time employee or City Council member as of January 1st of each year to purchase credit monitoring insurance. The allowance will be provided in the employee's first payroll check for January of each year.

XVI. ATTENDANCE, LEAVES, REPORTS AND RECORDS

A. ATTENDANCE

1. Employees shall be in attendance at their designated job location and work in accordance with the rules regarding hours of work, holidays, and leaves. In the event of an employee's unauthorized absence, or his/her failure to return to duty, the employee is subject to the City's policy on job abandonment (Rule XIX.B), and/or disciplinary action as appropriate (Rule XX). Authorized absence is defined as permission to be absent from duty for a specified purpose, with the right to return before or upon the expiration of the leave period.

2. All departments shall keep daily attendance records of employees which shall be reported to the Personnel Director in the form and on the dates he or she shall specify. Failure on the part of an employee, absent without leave, to return to duty within twenty-four (24) hours after notice to return shall be cause for invocation of the Job Abandonment Policy (Rule XIX.B) and/or discipline (Rule XX) as appropriate. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of address, shall be reasonable notice.

B. MILITARY LEAVE

Employees of the City shall be entitled to military-leave-in accordance with the provisions of federal law (Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 et seq.) (USERRA) and California law (Military & Veterans Code § 387 et seq.), as amended from time to time. An employee requesting leave for this purpose shall provide the Department Head, whenever possible, with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the Department Head may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave. Appendix B sets out the basic parameters of applicable law, and is not intended to expand any rights beyond those provided by federal and state laws. In the event of any conflict between these Rules or Appendix B and applicable federal or state law, the applicable federal or state law will prevail. Answers to specific questions regarding the application of USERRA and state law may be obtained by reviewing the applicable statutes directly.

C. LEAVE OF ABSENCE WITHOUT PAY

1. The City Manager, in his/her unrestricted discretion, may grant a regular or probationary employee leave of absence without pay or accrual of seniority, for an amount not to exceed three (3) months. After three (3) months, the leave of absence may be extended if so authorized by the City Manager. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval shall be in writing. 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. Failure on the part of an employee on leave to report back to work promptly at its expiration, or within a reasonable time after notice to return to duty, shall result in the employee's discharge. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of address, shall be reasonable notice.

2. Increments of sick leave and vacation time shall not accrue during a leave of absence without pay. Except as otherwise required by law, during a leave of absence without pay, the employee shall be responsible for paying the entire cost of his/her own group health insurance, dental, vision, life insurance, and long term disability insurance, and shall not accrue excess benefit deferred compensation.

3. Seniority credit shall not accrue and shall not be lost as a result of an approved leave of absence without pay.

D. JURY DUTY /COURT LEAVE

1. Every employee who is called or required to serve as a juror shall be entitled to be absent from his/her duties during the period of such service. Under such circumstances, the employee must give reasonable notice to his/her supervisor that he or she is required to serve in court, and is required to provide a certificate from the court which shows the dates of attendance and an itemized account of any compensation received for such service. (Labor Code Section 230(a).)

a. The City may request a deferment of jury duty on behalf of the employee, where that employee's services are essential to the City's operations.

b. Any fees or compensation received by reason of such court attendance in connection with jury duty as provided above must be delivered to the Finance Officer. The employee shall receive his/her regular rate of pay during such time as ~~was~~ required for his/her jury service.

2. An employee who is ordered to appear in court pursuant to a subpoena or other court order in a matter regarding an event or transaction which he or she perceived or investigated in the course of his/her duty, to which the City is not a party, shall be allowed to do so without loss of salary or other compensation to which he/she is normally entitled from the City during the time that the employee prepares for his/her response and appearance, during the time that he/she travels to and from the place where the court or other tribunal is located and while he or she is required to remain at that place pursuant to the subpoena. The employee shall also receive the actual necessary and reasonable traveling expenses he/she incurred in complying with the subpoena. (Government Code Section 68096.1.)

3. An employee ordered to appear in court pursuant to a subpoena or other court order or appearing as a witness in any judicial proceeding unrelated to his/her official capacity as an employee, including but not limited to, an employee who is a victim of a crime, shall be permitted time off without pay, or if the employee chooses, to use accrued vacation, personal leave, or compensatory time off that is otherwise available to the employee under the applicable terms of his/her employment for this purpose. (Labor Code Sections 230(b) and (i).)

4. An employee shall, promptly upon receipt of summons, subpoena or other court order, submit a Personnel Action Form for the time required for jury duty/court leave.

5. An employee on jury duty/court leave shall report for duty at the City for all time during regular working hours other than that time actually spent on court-leave assignment (jury duty or under court subpoena or other court order).

6. As used herein, the term "crime" shall have the meaning set forth in Rule XV.E.

E. LEAVE AND REASONABLE ACCOMMODATION FOR VICTIMS OF CRIMES

1. Leave

a. An employee may take leave when time off is required for the employee who is a victim of a crime to obtain or attempt to obtain any relief from a court. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child. (Labor Code Section 230(c).)

b. The employee shall give the City reasonable advance notice of his/her intention to take time off for any purpose listed in Rule XVI.E.1(a), unless the advance notice is not feasible. When an unscheduled absence occurs, the City will not take any adverse action against the employee if the employee, within a reasonable time after the absence, provides a certification to the City in one of the following forms:

(1) A police report indicating that the employee was a victim.

(2) A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court.

(3) Documentation from a licensed medical professional, domestic violence counselor (as defined in Evidence Code Section 1037.1), a sexual assault counselor (as defined in Evidence Code Section 1035.2), a victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from the crime or abuse.

d. To the extent allowed or required by law, the City shall maintain the confidentiality of any employee requesting leave under this section. The City shall give the employee notice before any authorized disclosure as required by law.

e. Any employee may use vacation, personal leave, or compensatory time off that is otherwise available to the employee under the applicable terms of employment, unless otherwise provided by a memorandum of understanding, for time taken off for this purpose.

2. Reasonable Accommodation. The City will provide reasonable accommodations for a victim of domestic violence, sexual assault, or stalking who requests an accommodation for the safety of the victim while at work.

a. For purposes of this subdivision, reasonable accommodations may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock, assistance in documenting domestic violence, sexual assault, stalking or other crime that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime, or referral to a victim assistance organization.

b. The City is not required to provide a reasonable accommodation to an employee who has not disclosed his/her status as a victim of domestic violence, sexual assault, or stalking.

c. The City will engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations. In determining whether the accommodation is reasonable, the City shall consider an exigent circumstance or danger facing the employee.

d. The City is not required to undertake an action that constitutes an undue hardship on the employer's business operations, as defined by Government Code Section 12926. For the purposes of this subdivision, an undue hardship also includes an action that would violate an employer's duty to furnish and maintain a place of employment that is safe and healthful for all employees as required by Section 6400 of the Labor Code.

e. Documentation:

(1) Upon the request of an employer, an employee requesting a reasonable accommodation pursuant to this subdivision shall provide the employer a written statement signed by the employee or an individual acting on the employee's behalf, certifying that the accommodation is for a purpose authorized under this Rule XVI.E.1.

(2) The employer may also request certification from an employee requesting an accommodation pursuant to this subdivision demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking. Certification shall be sufficient in the form of any of the categories described in Rule XVI.E.1(b).

(3) An employer who requests certification pursuant to subparagraph (B) may request recertification of an employee's status as a victim of domestic violence, sexual assault, or stalking, or ongoing circumstances related to the crime or abuse, every six months after the date of the previous certification.

d. Confidentiality. Any verbal or written statement, police or court record, or other documentation provided to the City identifying an employee as a victim shall be maintained as confidential by the City and shall not be disclosed by the employer except as required by federal or state law or as necessary to protect the employee's safety in the workplace. The employee shall be given notice before any authorized disclosure.

e. Changed Circumstances.

(1) If circumstances change and an employee needs a new accommodation, the employee shall request a new accommodation from the City. Upon receiving the request, the City shall engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations.

(2) If an employee no longer needs an accommodation, the employee shall notify the City that the accommodation is no longer needed.

f. Policy Against Discrimination or Retaliation. The City shall not discharge, or discriminate or retaliate against, an employee for taking time off for relief authorized by this Rule XVI.E.1(a) or (b), or for requesting a reasonable accommodation pursuant to this Rule XVI.E.2, regardless of whether the request was granted.

3. Definitions. The following terms shall have the following meanings in this rule XVI.E:1 and 2:

a. "Crime" means a crime or public offense set forth in Government Code Section 13951, and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime.

b. "Domestic violence" means any of the types of abuse set forth in Family Code Section 6211, as amended.

c. "Immediate family member" means a person who is any of the following:

(1) Regardless of age, a biological, adopted, or foster child, stepchild, or legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, or a person to whom the employee stood in loco parentis when the person was a minor.

(2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or an employee's spouse or domestic partner, or a person who stood in loco parentis when the employee or the employee's spouse or domestic partner was a minor child.

(3) A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision.

(4) A biological, foster, or adoptive sibling, a stepsibling, or a half-sibling.

(5) Any other individual whose close association with the employee is the equivalent of a family relationship described in subparagraph (1), (2), (3), or (4).

d. "Sexual assault" means any of the crimes set forth in Section 261, 261.5, 262, 265, 266, 266a, 266b, 266c, 266g, 266j, 267, 269, 273.4, 285, 286, 287, 288, 288.5, 289, or 311.4 of, or former Section 288a of, the Penal Code, as amended.

e. "Stalking" means a crime set forth in Section 646.9 of the Penal Code or Section 1708.7 of the Civil Code.

f. "Victim" includes any of the following:

(1) A victim of stalking, domestic violence, or sexual assault.

(2) A victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury.

(3) A person whose immediate family member is deceased as the direct result of a crime.

(4) For the purposes of Rule XVI.D.3 only, any person against whom any crime has been committed.

g. "Victim advocate" means an individual, whether paid or serving as a volunteer, who provides services to victims under the auspices or supervision of an agency or organization that has a documented record of providing services to victims, or under the auspices or supervision of a court or a law enforcement or prosecution agency.

4. Additional Leave - When City Employees 25 or More Employees (Labor Code Section 230.1)

a. Applicability; Types of Leave. During any period of time that the City has 25 or more employees, an employee who is a victim of a crime may take time off from work for any of the following additional purposes:

(1) To seek medical attention for injuries caused by crime or abuse..

(2) To obtain services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of the crime or abuse.

(3) To obtain psychological counseling related to an experience of crime or abuse.

(4) To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

b. Reasonable Notice. The employee shall give the City reasonable advance notice of his/her intention to take time off for any purpose listed in Rule XVI.E.4(a)(1), (2), (3) or (4), unless the advance notice is not feasible. When an unscheduled absence occurs, the City will not take any adverse action against the employee if the employee, within a reasonable time after the absence, provides a certification to the City in one of the forms listed in Rule XVI.E.1.c.

c. Confidentiality. The provisions of Rule XVI.E.1(d) apply

d. Use of Accrued Leave. The provisions of Rule XVI.E.1(e) apply.

e. Policy Against Discrimination or Retaliation. The City shall not discharge, or discriminate or retaliate against an employee who is a victim for taking time off for any purpose set forth in Rule XVI.E.4(a).

f. Definitions. The definitions set forth in Rule XVI.E.3 shall apply.

g. FMLA. This Rule XVI.E.4 does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the FMLA. (See Rule XV.D for the City's FMLA/CFRA Leave Policy.)

F. TIME OFF TO VOTE

If an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may take up to two (2) hours off without loss of pay at the beginning or end of the day. Prior approval for this time off by the employee's supervisor is required. (Elections Code Section 14000.)

G. SCHOOL LEAVE

Any City employee who is a parent, guardian or grandparent having custody of one or more children in kindergarten or grades one (1) through twelve (12) or attending a licensed day care facility shall be allowed up to forty (40) hours each school year, not to exceed eight (8) hours in any calendar month of the school year, without pay, to participate in activities of the school of their child. Such employee must provide reasonable advance notice of the planned absence. The employee shall use vacation and/or compensating time off to cover the absence. The employee shall provide documentation from the school as verification that the employee participated in school activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody, work for the City at the same work site, only the first parent requesting shall be entitled to leave under this provision.

H. AMERICANS WITH DISABILITIES ACT DISABILITY ACCOMMODATION

In the event an employee becomes disabled within the meaning of the Americans with Disabilities Act or other applicable state or federal disability laws and the City is reasonably able to accommodate the limits or restrictions on that employee's ability to work, the City will do so provided that the employee is qualified to perform the duties of a job that may be made available to him or her. In effectuating the provisions of this Section and the duties of the law, the City's efforts to reasonably accommodate the employee shall take precedence over and preempt any other conflicting provisions or limitations of any memorandum of understanding or civil service regulations. Forms for use in requesting accommodation may be obtained from the Personnel Department.

I. SUPERVISORY DISCRETION TO RELIEVE EMPLOYEES FROM DUTY AND FITNESS FOR DUTY

If at any time the supervisor, Department Head or City Manager believes an employee is unable to perform assigned duties in a safe and efficient manner, the employee may be required to undergo a Fitness For Duty Examination. The purpose of the examination is to determine the employee's physical or psychological ability to meet the position requirements. The examination shall be performed by a medical doctor selected and paid for by the City. The doctor's report shall be the basis for determining whether any change of duties is warranted. It is City

policy to comply with the Americans with Disabilities Act and the disability rights provisions of the California Fair Employment and Housing Act. When the City is aware that an employee has a covered disability and may need reasonable accommodation to perform the essential functions of the job, the City will engage in a good faith interactive process with the employee in an effort to identify possible reasonable accommodations. If an employee has questions about the interactive process or believes that he or she may need a reasonable accommodation to perform the essential functions of his/her job, the employee should contact his/her supervisor or the Personnel Department staff.

XVII. PERFORMANCE EVALUATIONS

A. PERFORMANCE EVALUATION PURPOSE

1. Performance evaluations provide recognition of effective performance and identify areas that need improvement, as appropriate. Performance evaluations may be used as a basis for completion of probation, salary adjustments, promotions, training and discipline. Performance evaluations may also include a period of performance probation associated with a performance improvement plan and heightened evaluation and counseling. Routine performance evaluations are not considered discipline, and will not affect an employee's discipline and appeal rights, as provided in these Rules.

2. The Personnel Director shall provide a method of reporting of individual employee performance which relates to quantity and quality of work, ability, reliability, attendance and other job-related factors. The Personnel Director shall prescribe forms for such performance evaluations and shall be responsible for assuring that such evaluations are adequate to provide information to both the employee and the City for the purposes set forth in this Section. An employee must have a performance evaluation rating of "meets job requirements" in order to be eligible for a merit salary increase or promotion. Deficiencies in performance by an employee may result in a decrease in salary, suspension, demotion or dismissal.

B. PERFORMANCE REPORTS PROCEDURES

1. Department Heads shall periodically rate the performance of each employee; provided, however, that the Department Heads may delegate the responsibility for rating the performance of specified employees in their departments to that employee's supervisor. Interim reports may be completed as necessary when changes in work performance occur. Special evaluations may be required at the discretion of the Department Head with the prior approval of the City Manager, or directly by the City Manager. Each employee shall be informed in such reports of his/her strengths and weaknesses. The employee shall sign the report to acknowledge its receipt and contents. Such signature shall not necessarily mean he or she fully endorses the contents of said report.

2. The performance report will be presented to the employee prior to its entry in the employee's personnel file. Upon request, the performance evaluation will be discussed with the involved employee with a supervisor or Department Head designee. An employee may respond in writing to a performance evaluation within seven (7) calendar days of its receipt. Each completed evaluation, and the employee's written response, if any, will be maintained in the

employee's personnel file. An employee does not have the right to appeal or grieve any matter relating to the content of the performance evaluation.

3. Probationary Employees/New Appointments. Prior to the end of the initial probationary period, a new hire or re-hire will be evaluated. The outcome of such employee evaluation will determine whether the probationary employee is rejected or appointed as a "regular employee." This evaluation is also the means of determining the appropriateness of a merit increase at the end of the probation period. After successfully passing the probationary period, the employee's anniversary date is set; and the employee receives "regular employee" status, which includes being evaluated on a regular basis.

4. Probationary Employees/Promotional Appointments. An evaluation form will be completed prior to the end of the promotional probationary period to determine "release" to new position or return to the former position if available.

5. Management employees shall be regularly evaluated by the City Manager. Management employees shall remain at-will employees notwithstanding issuance of a performance evaluation or review by the City Manager.

XVIII. PERSONNEL RECORDS

A. PERSONNEL FILES

1. Personnel Files. The City maintains a personnel file on each employee. Personnel files are located in the Personnel Department. An employee's personnel file shall contain only material that is necessary and relevant to the administration of the City's personnel program. Personnel files are the property of the City, and access to the information they contain is restricted.

2. Notifying City of Changes in Personal Information. Each employee is responsible to promptly notify the employee's supervisor and the Personnel Director of any changes in relevant personal information, including mailing address, telephone number, persons to contact in emergency, and number and names of dependents.

3. Medical Information.

a. Separate Confidential Files. All medical information about an employee or applicant is kept separately and maintained as confidential, in accordance with the Americans with Disabilities Act ("ADA") (42 U.S.C. Section 12112(d)(3)(b) and the California Confidentiality of Medical Information Act ("CMIA") (Cal. Civil Code Sections 56 et seq.). Medical information will be kept confidential, on separate forms and in separate locked medical files, and shall be reviewed by authorized persons only to assess whether the applicant or employee has the ability to perform the functions of the job, with or without reasonable accommodation; or whether the employee may pose a direct threat to himself/herself and/or to others; to determine whether the employee is fit for duty; to assist in providing reasonable accommodation; to provide first aid as necessary; for insurance purposes; and to comply with other provisions of Federal and/or State law.

b. Information in Medical Files. The City will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable the City to obtain certain medical information, the employee or applicant may need to sign an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION.

c. Access to Medical Information. Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for City business reasons. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations. The City will not provide employee or applicant medical information to a third party (except as permitted under the CMIA and the Federal Health Insurance Portability Accountability Act ("HIPAA"), or as otherwise required by law, for example pursuant to a court order) unless the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION in the form provided by the City. The City will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, the City will communicate those limitations to the person or entity to which it discloses the medical information.

4. References and Release of Information in Personnel Files.

a. Public Information. Upon request, the City will release to the public information about its employees as required by the Public Records Act. The City will not disclose personnel information that it considers would constitute an unwarranted invasion of personal privacy, except as required by law or court order.

b. Reference Checks. All requests from outside the City for reference checks or verification of employment concerning any current or former employee must be referred to the Personnel Director. Information will be released only if the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYMENT INFORMATION in the form provided by the City, except that without such authorization, the employee's dates of employment will be released.

5. Employee Access to Personnel File.

a. Inspection of File. An employee may inspect his/her own personnel file, as defined in California Labor Code Section 1198.5, at reasonable times and at reasonable intervals. An employee who wishes to review his/her file should contact the Personnel Director to arrange an appointment. The review must be done in the presence of the Personnel Director or his/her designee.

b. Copies. On request, an employee is entitled to receive a copy of any employment-related document he/she has signed. An employee who wishes to receive such a copy should contact the Personnel Director. On request, the City will also provide an employee single copies of any other documents in his/her personnel file. The City may charge a reasonable fee for the copies.

c. Removal. Personnel files are the property and official records of the City, and may not be removed from the City's premises except as required by law or court order.

XIX. SEPARATION FROM CITY EMPLOYMENT

A. RESIGNATION.

1. An employee wishing to leave the competitive service in good standing shall file with the Appointing Authority a written resignation stating the effective date and reasons for leaving, at least two (2) weeks (14 calendar days) before leaving the service, unless such time limit is waived by the Appointing Authority. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Personnel Director. Failure to give notice as required by this Rule shall be cause for denying future employment by the City.

2. A resignation becomes final when accepted by the Appointing Authority. Once a resignation has been accepted by the Appointing Authority, it cannot be withdrawn.

B. JOB ABANDONMENT

1. When in the opinion of the Department Head, it appears that an employee may have abandoned his/her position, the Department Head shall notify the Appointing Authority, or a designee. The Appointing Authority, or a designee, shall notify the employee that the City believes that he/she may have abandoned his/her position and that he/she has ten (10) days from the date of the notice to contact the City regarding his/her intent to return to work.

2. The Notice of Abandonment of Position shall be in writing and sent by certified mail or personal service, and by regular mail, to the last address listed in the employee's personnel records. The Notice shall include the details of the employee's absence. The Notice shall also indicate that the employee's failure to respond to the Notice within ten (10) days of the date of the Notice will constitute the employee's automatic resignation from City service.

3. An appearance of abandonment of position may include, but is not limited to, situations:

a. An employee fails to return to his/her employment upon conclusion of any authorized leave of absence;

b. An employee fails to properly notify his/her immediate supervisor of an absence due to sickness or injury;

c. An employee fails to appear for work without notification or express agreement between the immediate supervisor and the employee authorizing the use of any leave time set forth under the City's personnel policies, or

d. An employee fails to keep his/her immediate supervisor informed of the employee's disability status on a daily basis unless otherwise directed by his/her supervisor.

4. An employee's failure to respond to the Notice of Abandonment of Position within ten (10) days of the date of the Notice shall be deemed to be an abandonment of the employee's position and shall constitute the employee's automatic resignation from the City service.

5. Abandonment is considered voluntary, and employees have no right to appeal or file a grievance if deemed to have resigned as a result of job abandonment and shall have waived all rights under the Personnel Ordinance and these Rules.

6. This Rule notwithstanding, employees absent without leave may be subject to disciplinary action, including discharge from employment.

7. This Rule shall be implemented in accordance with federal and state law, including but not limited to, the ADA, FEHA, CFRA and FMLA.

C. DISABILITY.

An employee may be separated because of an inability by the City to provide a reasonable accommodation through the interactive process. The employee will be given a written pre-separation notice of the reasons for the separation and an opportunity to respond before the separation takes effect. Employees separated for disability may be eligible for disability retirement.

D. DEATH.

All compensation due an employee shall be payable as of the date of death and shall be paid to the surviving spouse or to the estate of the deceased employee.

E. RETIREMENT.

Whenever an employee meets the conditions set forth in the PERS Retirement plan regulations, or other applicable City retirement plan, he or she may elect to retire.

F. DISCHARGE

1. Discharge of Regular Employee. An employee in the competitive service may be discharged at any time by the Appointing Authority. Whenever it is the intention of the Appointing Authority to discharge an employee in the competitive service, the Personnel Director shall be notified. Disciplinary discharge action of regular employees shall be taken in accordance with Rule XX (Disciplinary Actions).

2. Discharge of Management Employees. Subject to the provisions of Rule IX (Probationary Period) hereof, those employees who are employed at the will of the Appointing Authority in management positions or other may be removed at any time without cause or right of appeal. Management positions are listed in Rule II (Definitions).

3. Discharge of Probationary Employees and Temporary Part-Time Employees, Seasonal Employees and All Other At-Will Employees. All other employees are at-

will employees who may be separated at any time from the City with or without cause, and without any right of pre- or post-disciplinary due process, or right to evidentiary appeal, review, or grievance. (See Rule IX (Probationary Period).)

G. Layoff of Employees. Whenever, in the judgment of the City Manager, it becomes necessary to abolish any position or employment, the employee holding such a position or employment may be laid off or demoted in accordance with Rule XXI (Layoff Policy and Procedures) hereof, without disciplinary action and without the right of appeal.

XX DISCIPLINARY ACTIONS

A. APPLICATION

Employees shall be subject to discipline in accordance with the following provisions:

1. Regular Employees: Except as otherwise set forth in these Rules, a regular employee may be demoted, reduced in step, suspended or dismissed only for cause.

2. Management Employees: In accordance with the Personnel Ordinance and Rule I.I, management employees are at-will employees who serve at the pleasure of the Appointing Authority, and may be terminated with or without cause, and without any right to evidentiary appeal, review or grievance pursuant to these Rules. As such, the provisions of this Rule XX shall not apply to management employees.

3. Probationary, Seasonal, Temporary and Part-time Employees: In accordance with the Personnel Ordinance and Rule I.I, probationary, seasonal, temporary and part-time employees (excluding regular part-time employees) are at-will employees who serve at the pleasure of the City Manager and may be demoted, reduced in step, suspended or dismissed without cause, prior notice, right of review or appeal or grievance. Release during probationary period, or at the conclusion of the probationary period, does not constitute disciplinary action. As such, the provisions of Rule XX shall not apply to such employees.

4. Contract Employees: The City Manager and other employees who have individual employment agreements shall have only those rights that are specifically granted under the terms of their separate agreements, and those rights provided by State and Federal law. Unless otherwise specified in the employment agreement, a contract employee of the City is an at-will employee who serves at the pleasure of the Appointing Authority who may be terminated with or without cause and without any pre- or post-disciplinary due process or right of evidentiary hearing, review or a grievance with respect to any disciplinary action or termination from employment. As such, provisions of Rule XX shall not apply to contract employees.

B. CAUSE FOR DISCIPLINARY ACTION

Discipline is intended to be imposed primarily for corrective purposes and to address deficiencies in work performance. The following is a nonexclusive list of the more common causes for disciplinary action:

1. Fraud in securing employment or making a false or misleading statement on an application for employment.

2. Incompetency or negligence in the performance of duties, i.e., inability to comply with the minimum standard of an employee's position for a significant period of time.

3. Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of or assigned to an employee within his/her position or failure to carry out duties in a prompt, competent and responsible manner.

4. Willful disobedience or insubordination, a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position or insulting or demeaning the authority of a supervisor or manager.

5. Dishonesty involving employment, including but not limited to in connection with an employee's job duties and responsibilities.

6. With respect to alcohol and drugs: (a) possession, use or being under the influence of alcohol, ~~or~~ illegal drugs, narcotics or non-prescribed controlled substances when reporting for work, while on duty (including but not limited to standby or call-back time), while on City premises, and/or while using City equipment or vehicles; or (b) reporting for work, while on duty (including but not limited to standby or call-back time), while on City premises and/or while using City equipment or vehicles, or performing any job duties, while the employee's ability to perform job duties is impaired due to on-duty or off-duty alcohol or drug use; or (c) engaging in any acts in violation of the City's Drug-Free Workplace Policy (Rule XXVII herein). Examples of controlled substances include, but are not limited to: marijuana (cannabis), amphetamines, opiates, phencyclidine (PCP), cocaine and any derivative or preparation of coca leaves, LSD, speed and Quaaludes, and any other substances as may be found in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) or any federal regulation adopted pursuant thereto, and as amended from time to time.

7. Excessive absenteeism or tardiness.

8. Unauthorized or unexcused absence from employment without leave.

9. Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required, or misuse of sick leave.

10. Conviction of a felony or a misdemeanor of a nature that (a) disqualifies an employee from holding his/her position pursuant to federal or state law; or (b) has a direct and adverse relationship with the specific duties of the employee's job that justifies discipline up to and including discharge from employment. The record of conviction shall be conclusive evidence only of the fact that the conviction occurred. The Personnel Director may inquire into the circumstances surrounding the commission of the crime or offense in order to assist the Department Director in making an individualized assessment whether discipline is warranted and, if so, the degree of discipline. In considering a conviction, the Department Director shall utilize the factors set forth in Rule V.K of these Rules and as otherwise required by federal or state law. As used in this Section, "conviction" includes a plea, verdict, or finding of guilt, regardless of

whether a sentence is imposed by the court. "Conviction" does not include, and shall not be construed to include, any adjudication by a juvenile court or any other court order or action taken with respect to a person who is under the process and jurisdiction of the juvenile court.

11. Discourteous treatment of the public or other employees.

12. Improper, ~~or~~ unauthorized or illegal use of City property.

13. Refusal to subscribe to any oath or affirmation which is required by law in connection with City employment.

14. Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit or damage to the City, the employee's department or division.

15. Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling of City property.

16. Sleeping or malingering while on duty.

17. Violation of the Personnel Rules and Regulations of the City or the rules and regulations of any department.

18. Mental or physical impairment which renders the employee unable to perform the essential functions of the job, with or without reasonable accommodation (if disabled), or without presenting a direct threat to the health and/or safety of self or others.

19. Outside employment not specifically authorized by the Appointing Authority.

20. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his/her official duties, or any other use of an employee's official position or of the City's time, facilities, equipment or supplies for personal gain or advantage.

21. The refusal of any officer or employee of the City to testify under oath before any Grand Jury having jurisdiction over any then pending cause of inquiry in which the investigation of government bribery or misconduct in City office is involved shall constitute of itself sufficient ground for the immediate discharge of such officer or employee.

22. Willful violation of any of the provisions of the ordinances, resolutions or any rules, regulations or policies which may be prescribed by the City.

23. Improper political activity, such as campaigning for or espousing the election or non-election of any candidate in national, state, county or municipal elections while on duty and/or during working hours, or in a City uniform on or off duty; or the dissemination of political material of any kind while on duty and/or during working hours or in a City uniform.

24. Working overtime without authorization.

25. Actions incompatible with, or not in the best interests of, public service.

26. Violation of or failure to comply with safety standards; or refusal or failure to immediately follow safe working practices or failure to report promptly an injury.

27. Theft or personal use of City funds, property or equipment.

28. Sexual or other illegal harassment, discrimination or retaliation of City employees, officials, consultants, or members of the public, or other discourteous or offensive treatment of City employees, officials or consultants, or members of the public.

29. Damage to or destruction of City property.

30. Tardiness.

31. Physical abuse or threats directed at supervisors, coworkers or members of the public; and any act or threat of workplace violence or fighting on the job

32. Engaging in bullying or other abusive conduct of members of the public, other employees or officials.

33. Failure to obtain or maintain a certificate or license required for current position.

34. Possessing a firearm or other dangerous weapon on the City's property or while conducting City business or official activities.

35. Willful concealment of pertinent information or documentation from supervisors.

36. Failure to maintain proscribed records (e.g., falsifying, concealing, misusing, mutilating, or removing City documents or other records).

37. Failure to comply with the dress code, or to maintain grooming, clothing or uniform standards.

38. Non-compliance with any applicable conflict of interest provisions or code.

39. Unauthorized release or disclosure of confidential information or documents from any City records.

40. Any other cause as determined by the City Manager from time to time. This list is not intended to be exhaustive, and other actions adversely affecting the City's ability to efficiently function may be grounds for disciplinary action.

C. KINDS OF DISCIPLINARY ACTION

The following disciplinary actions may be taken against any regular employee either by the City Manager or his/her designee. Disciplinary action may include any one or any combination of actions, and the actions may not necessarily be applied in any defined order. Minor Disciplinary action need not be taken before Major Discipline.

1. Minor Discipline

a. Counseling. A supervisor may counsel an employee for a minor performance problem. If the situation does not improve within a reasonable period, depending on the seriousness of the infraction, the supervisor may repeat the measure or may initiate another type of disciplinary action appropriate under the circumstances. The supervisor may keep a written record of the date and substance of the counseling session, but the record shall not become a part of the employee's personnel file unless the situation leading to the counseling is not corrected or other repeated infractions occur, and more serious disciplinary procedures are deemed necessary.

b. Reprimand. A supervisor may issue an oral or written reprimand for a more serious infraction, or for repeated minor infractions. If the situation does not improve within a reasonable period (usually thirty (30) days to one hundred eighty (180) days, depending on the seriousness of the issue), the supervisor may repeat the measure or may initiate another type of disciplinary action appropriate under the circumstances. The supervisor should keep a copy of the written reprimand, or the written memorandum of the oral reprimand, which states the date and substance of the subject of the reprimand, describe the plan for improvement, and the employee's response, if any. The employee shall sign and receive a copy of the memorandum of oral reprimand, and the original shall be filed in the employee's personnel file. A record of informal counseling and verbal reprimands may also be included in the employee's personnel file in connection with a reprimand.

2. Major Discipline. A Director, Department Head, or the City Manager, or his or her designee, may take any of the following disciplinary actions, in accordance with the procedure set forth in Sections E and F. A copy of the notice informing the employee of the proposed major discipline shall be placed in the employee's personnel file.

a. Suspension. For serious infractions of the City's Rules and Regulations or for persistent failure to correct deficiencies noted in verbal or written reprimands, the employee may be suspended without pay for up to five (5) days in a pay period.

b. Demotion. For serious infractions of the City's Rules and Regulations, an employee may be reduced from a position in one class to a position in another class having a lower salary range.

c. Reduction in Pay. For serious infractions of the City's Rules and Regulations, an employee's salary may be reduced to a lower salary within his or her existing salary range or in a lower salary range.

d. Dismissal. An employee may be discharged from the City service. Dismissal may result from repeated infractions, or immediately upon serious infraction.

D. NO APPEAL OF MINOR DISCIPLINE

An employee may file a response to minor discipline, as defined in Section C.1 above, to be placed in his/her personnel file, but has no right of review or appeal pursuant to Rule XX.C, by grievance pursuant to Rule XXIII, or otherwise. This action may be taken by the Department Head in accordance with Section E.

E. MAJOR DISCIPLINE -- DISCIPLINARY PROCEDURES

The City is not required to issue Minor Discipline before issuing Major Discipline. Disciplinary action may include any one or any combination of actions, and the actions may not necessarily be applied in any defined order. Major Discipline shall be taken in compliance with the following procedures:

1. Pre-Discipline Process ("Skelly Procedure")

a. Notice of Proposed Disciplinary Action

Prior to issuance of a written order of major discipline, as defined above, the appropriate authority shall give the employee a written notice of discipline which sets forth the following:

(1) The disciplinary action intended;

(2) The specific charges upon which the action is based;

(3) A summary of the facts upon which the charges are based;

(4) A copy of all written materials, reports or documents upon which the discipline is based;

(5) Notice to the employee of his/her right to respond orally and/or in writing to the proposed disciplinary action before said discipline is imposed. The notice to the employee of the right to respond must specify at least a five (5) working day period except as provided below. A longer notice might be warranted in specific cases because of the volume of material or complexity of the issues involved but only upon written request and with the approval of the City Manager shall such extended notice be granted. Notice shall also be given of the employee's right to respond to the charges either orally or in writing to the appropriate authority;

(6) The date, time and person before whom the employee may respond in no less than five (5) working days; and

(7) Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.

(b) The notice of proposed disciplinary action must be in writing and signed by the Director, Department Head or his/her designee. A copy of the notice of proposed disciplinary action and supporting documents shall be placed in the employee's personnel file.

The notice shall be deemed received by the employee on (1) the day of delivery if delivered by hand or overnight courier; or (2) when mailed 48 hours after deposit in the United States Mail, first-class postage prepaid and addressed to the employee at his/her address listed in his/her personnel file.

(c) Limitations and Exclusions

(1) Oral notice of major discipline is insufficient as full notice to an employee and may be given only as the initial notice in extraordinary circumstances that call for immediate action. Any such oral notice shall be followed by written notice, as required by these Rules.

(2) An employee may be suspended without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of City business. Extraordinary circumstances include, but are not limited to, situations involving misappropriation of public funds or property, working while under the influence of alcohol or illegal drugs or controlled substances, insubordination, commission of a crime involving moral turpitude punishable by imprisonment of one (1) year, and disruption of the City's business through willful misconduct.

(d) Pre-Discipline Employee Response:

The employee shall have the right to submit an oral or written response by the deadline set forth in the Notice of Proposed Disciplinary Action in accordance with Section E.1.a.7. The employee may submit any information or documents that are material and relevant to the proposed discipline in his/her oral or written response.

2. Order of Disciplinary Action:

Any response submitted by the employee in accordance with Section E.1,d will be considered and a determination made by the Director, Department Head (or the City Manager) or his/her designee of appropriate action. The imposition of disciplinary action to suspend, demote, reduce in step or dismiss an employee is constituted by written order. Said order is similar to the notice of proposed disciplinary action, and shall also advise the employee of his/her ~~the~~ right to appeal and specific charges upon which the disciplinary action is based. The effective date of the discipline may be prior to the order, provided the circumstances warranted such immediate action. The order shall be signed by the Director or Department Head or his/her designee, and a copy shall be served on the City Manager. Notice of the time allowed for appeal and answer shall be stated in the order. A copy of the order shall be personally served on the employee or sent by certified mail to the employee's last known address, and a copy of the order shall be placed in the employee's personnel file.

3. Appeal Procedure

a. Notice of Appeal and Request for Hearing: Any regular employee may appeal from the order imposing major discipline and request a hearing as provided for in these Rules. The notice of appeal and request for a hearing must be in writing and must be filed with the City Manager within five (5) working days of receipt of the order. The order shall be deemed

received by the employee on (1) the day of delivery if delivered by hand or overnight courier; or (2) when mailed 48 hours after deposit in the United States Mail, first-class postage prepaid and addressed to the employee at his/her address listed in his/her personnel file.

b. Appellant Answer to the Charges: If the employee appeals the order imposing major discipline, a written answer to the charges must also be filed with the City Manager within five (5) working days of receipt of the order. The answer to the charges must be attached to the notice of appeal and request for a hearing. The answer must address each cause of discipline set forth in the order and may state specific facts or reasons as grounds for the appeal.

c. Waiver of Right to Appeal. If the employee fails to file a written appeal and request a hearing within the prescribed time, the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action, and the disciplinary action shall be final.

4. Hearing Procedures

a. Review of Appeal

(1) After receipt of the appeal and request for hearing, the City Manager shall review the appeal and answer to the charges within five (5) working days subsequent to his/her receipt of the appeal or at such later date as mutually agreed upon by the City Manager and the appellant. Hearings will be closed to the public, as allowed by law, unless the appellant requests in writing, at least two (2) days prior to the hearing, that the hearing be open.

(2) Where the City Manager or the City Council have designated an alternate authority to perform the functions of the City Manager pursuant to these Rules, in accordance with Rule I.C.2, the designated authority shall perform all of the functions of the City Manager as set forth herein.

(3) The City Manager may, in his/her sole discretion and within thirty (30) days after the appeal is filed, elect to have the appeal heard by one of the following methods:

(i) Hearing by the City Manager;

(ii) Appoint a hearing officer who shall present findings and a recommendation to the City Manager for a final disposition; or

(iii) Appoint a disciplinary review board composed of three members, including one member selected by the City Manager, one member selected by the employee and the third member selected by the two members previously described; or

(iv) Appoint a hearing officer or hearing body, or any other hearing procedure mutually agreed between the City Manager and the employee.

(4) In the event that the City Manager determines to appoint a disciplinary review board pursuant to Subsection 6.a(iii) or another alternative hearing procedure

pursuant to Subsection 6.a(iv), the disciplinary review board or other hearing officer or hearing body shall present written findings and recommendations to the City Manager for final disposition.

(5) The City Manager shall notify the appellant in writing as to the governing hearing proceedings.

(6) The City Manager shall have the final authority on all appeals and may uphold, reverse or modify the disciplinary action.

b. Hearing

(1) Time and Place

(i) Pursuant to the City Manager's decision in 6.a(3) above, the City Manager shall take every appropriate action necessary and reasonable to convene a hearing within the time prescribed. In scheduling the disciplinary hearing, the City Manager shall consider the availability the hearing officer, disciplinary review board or other hearing body/official at the convenience of the employee, the parties' representatives and all witnesses.

(ii) The purpose of the hearing is to determine the accuracy and the sufficiency of the facts attendant to the disciplinary action. The parties may stipulate to certain facts or evidence that shall be considered without abridgment or adulteration by the hearing body or officers upon which the action was based and any pertinent information that may establish the truth or falsity of such evidence.

(2) Parties

The Appellant and a representative if so desired and the City's representative shall attend the hearing. Failure of the Appellant, with or without his/her representative, to appear in person at the time and place set for the hearing shall be deemed a withdrawal of the appeal unless otherwise excused by the City Manager.

(3) Rights

Each party shall have the right to:

(i) Choose a representative and be represented at the meeting.

(i) Testify under oath.

(iii) Call witnesses and present documentary evidence.

(iv) Question all witnesses and examine the evidence.

(v) Argue the mater or issues presented.

(4) Conduct and Order of the Proceedings

(i) The City shall have the burden of proof at the disciplinary hearing and shall have to prove the charges against the employee by a preponderance of the evidence. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner which is conducive to determination of the truth.

(ii) Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

(iii) Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence that may not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

(iv) The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions or otherwise in accordance with law.

(v) Irrelevant and unduly repetitious evidence may be excluded.

(vi) Decisions made by the hearing board or hearing officer, including the City Manager, shall not be invalidated by any informality in the proceedings.

(vii) During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

(viii) The hearing shall be opened by the recording of the time, place and date of the hearing and the presence of the parties and their chosen representatives. The City shall first present its case on which the disciplinary action was based. A hearing guide may be used and will be made available to all parties.

(ix) If the appeal is to be heard by the City Manager, the City Manager shall have the sole discretion and authority to conduct the hearing. If the appeal is to be heard by the disciplinary review board, the disciplinary review board shall select a chairman to conduct the hearing. If a hearing officer is appointed to hear the appeal, the hearing officer shall have the sole discretion and authority to conduct the hearing.

(5) Record of the Hearing

A record of the proceedings shall be made and maintained by the City. The City may choose to make a mechanical or electronic record of the proceedings. Costs of preparing transcripts shall be borne by the requesting party.

(6) Adjournment

The hearing may be adjourned or recessed for good cause, upon the request of a party, hearing body or hearing officer.

(7) Exhibits and Witnesses

(i) The names of witnesses and exhibits shall be properly identified and shall be made part of the official record. The hearing body or officer may exclude witnesses not under examination and admonish witnesses to refrain from discussing the subject of their testimony with other witnesses or potential witnesses. The parties may remain at all times during the proceeding.

(ii) Witnesses shall be required to testify under oath and affirmation. The oath shall read:

"Do you solemnly swear (or affirm) that the testimony that you are about to give in this matter shall be the truth, the whole truth and nothing but the truth?"

(9) Confidentiality

The hearing shall be closed to the public and shall not be a public record unless an open public hearing is requested by the appellant as set forth in Section 6.a(1) above.

(10) Expenses

The City shall make available any current employee(s) of the City who are identified by the appellant as witness(es) requested to be present. The appellant shall be responsible for arranging for the attendance of any former employees or any other witnesses who the appellant wishes to present during the hearing, and the appellant shall bear any expenses of causing former employees or witnesses to be present.

(11) Closing of Hearing

The hearing body or hearing officer shall inquire if either side has anything further to offer. Upon receiving negative replies, the hearing shall be closed. The hearing body or hearing officer shall report their written recommendation to the City Manager and the parties within thirty (30) days after the closing of the hearing.

(12) Action of the City Manager

Within a reasonable time after the disciplinary hearing, the City Manager shall issue a written decision containing findings and conclusions. The City Manager shall have the authority to affirm, revoke or modify the decision. If the hearing was conducted by a hearing officer or a disciplinary review board, the City Manager shall consider the written findings and recommendation of the hearing officer or disciplinary review board before issuing his or her findings and decision on the appeal. The City Manager shall notify the parties

within five (5) working days of ~~his or~~ his/her final decision. The decision of the City Manager on any appeal ~~shall be final~~ constitutes the final resolution of any appealable disciplinary action.

(13) Status of Appellant

The imposition of any major discipline, including but not limited to, a discharge, shall not be stayed by any appeal filed by an employee following issuance of the order of discipline by the City Manager. Any salary or other benefits following a hearing on any appeal shall be reinstated only if determined to be appropriate by the City Manager following the completion of any such appeal hearing.

F. JUDICIAL REVIEW

1. Judicial review of any decision of the City Manager may be had pursuant to Section 1094.5 of the California Code of Civil Procedure only if the petition for writ of mandate pursuant to such section is filed within the time limits specified in this Section.

2. Pursuant to Code of Civil Procedure Section 1094.6, any such petition shall be filed not later than the ninetieth (90th) day following the date on which the City Manager gives written notice of his/her final decision.

XXI. LAYOFF POLICY AND PROCEDURE

A. STATEMENT OF INTENT

Whenever, in the judgment of the City Council, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off or demoted for non-disciplinary purposes and without the right of appeal or right to file a grievance.

B. NOTIFICATION

Employees to be laid off shall be given, whenever possible, at least two weeks (fourteen (14) calendar days') written notice of layoff.

C. VACANCY AND DEMOTION

Except as otherwise provided, whenever there is a reduction in the work force, the Appointing Authority shall first demote employees in the competitive service to a vacancy, if any, in a lower class for which the employee who is the latest to be laid off in accordance with Paragraph F is qualified. All persons so demoted shall have their names placed on the re-employment list. Demotion for purposes of this Section is not disciplinary and shall not trigger discipline or appeal rights.

D. EMPLOYEE DISPLACEMENT

An regular employee affected by layoff shall have the right to displace an employee in the same department who has less seniority in a lower class in the same class series or in a lower

classification in which the affected employee once had permanent status. For the purpose of this Section and Section E, seniority includes all periods of full-time service at or above the classification level where layoff is to occur.

E. SENIORITY

1. In order to retreat to a former or lower class, a regular employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Personnel Director within five (5) working days of receipt of notice of layoff.

2. Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off.

3. Employees retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary, period in the class or a class in the class series.

F. EMPLOYMENT STATUS

1. In each class or position, employees shall be laid off according to employment status in the following order: temporary, provisional, probationary, and regular, subject to the following provisions.

2. Temporary, provisional, ~~and~~ probationary and any other at-will employees in non-management positions shall be laid off according to the needs of the service as determined by the Appointing Authority, and such employees shall not have the right to displace any other employee nor shall their layoff be determined based on seniority.

3. In cases where there are two or more regular employees in the class from which the layoff is to be made, such employees shall be laid off on the basis of performance and seniority. The last evaluation rating in the class, providing such rating has been on file at least thirty (30) days and no more than twelve (12) months prior to layoff as follows:

a. First, all employees having ratings of "improvement needed;"

b. Second, all employees having ratings of "competent;" and

c. Third, all employees having ratings of "outstanding."

4. Employees within each rating category shall be laid off in inverse order of seniority in City service.

5. Management employees may be laid off in accordance with the needs of the City as determined in the discretion of the City Manager and/or City Council.

G. RE-EMPLOYMENT LIST

The names of persons laid off or demoted in accordance with these Rules shall be entered upon a re-employment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by every Appointing Authority when a vacancy arises in the same or lower class of position before certification is made from an eligible list.

H. DURATION OF RE-EMPLOYMENT LIST

Names of persons laid off shall be carried on a re-employment list for one (1) year, except that persons appointed to permanent positions of the same level as that which laid off, shall, upon such appointment, be dropped from the list. Persons who refuse re-employment shall be dropped from the list. Persons re-employed in a lower class, or on a temporary basis, shall be continued on the list for the higher position for the one (1) year.

XX. SEPARATION FROM SERVICE

A. DISCHARGE

An employee in the competitive service may be discharged at any time by the Appointing Authority. Whenever it is the intention of the Appointing Authority to discharge an employee in the competitive service, the Personnel Director shall be notified. Disciplinary discharge action shall be taken in accordance with Rule XX (Disciplinary Actions).

Any person employed in an at-will position may be discharged at any time by the Appointing Authority, without cause, and without prior notice of right of appeal or grievance. The discharge of an at-will employee for cause shall not modify his/her status as an at-will employee or provide him/her with any right of appeal under Rule XX or the right to file a grievance under Rule XXIII.

B. RESIGNATION

An employee wishing to leave the competitive service in good standing shall file with the Appointing Authority a written resignation stating the effective date and reasons for leaving at least two (2) weeks (fourteen calendar days) before leaving the service, unless such time limit is waived by the Appointing Authority. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Personnel Director. Failure to give notice as required by this rule shall be cause for denying future employment by the City.

XXI. GRIEVANCE PROCEDURE

A. PURPOSE

A grievance procedure has been established for the following purposes:

1. Promoting improved employer/employee relations by establishing an appropriate means for determining the validity of grievances, that is, claims by an employee that

the City has violated, misrepresented, or misapplied an obligation to the employee as that obligation is expressed and written in the Personnel Rules, the City's Rules and Regulations, or otherwise as required by law.

2. Providing a method of resolving such claims as closely as possible to the point of origin, as informally as possible.

3. Encouraging free communications between supervisors and employees.

B. DEFINITIONS

1. A "grievance" is a written allegation by an employee, submitted as herein specified, claiming violation(s) of the specific express terms of the Personnel Rules for which there is no other specific method of review provided by the City except as otherwise excluded by these Rules. Examples of matters that may be grieved include, but are not limited to, the following: requests for leave; assignment of standby compensation; training opportunities; and work schedule.

2. A "grievant" is an employee or group of employees adversely affected by an act or omission of the employer.

C. GRIEVANCE PROCEDURE STEPS

1. Step One: Supervisor

An employee who has a grievance shall first take it up formally with his/her immediate supervisor within five (5) working days after he/she knows or reasonably should have known the occurrence of the cause for grievance.

2. Step Two: Department Manager

If the grievance is not resolved within two (2) working days after its submission in Step One, the aggrieved employee(s) may submit his/her/their grievance in writing to the Department Manager within five (5) working days thereafter. No formal format is required for the written grievance. The Department Manager shall meet with the employee within two (2) working days after receiving the grievance and shall deliver his/her answer in writing to the employee within two (2) working days after such meeting.

3. Step Three: City Manager

a. If the grievance is not resolved in the Second Step, the employee may submit it in writing to the City Manager, or any alternate authority which may have been designated by the City Manager or the City Council pursuant to section I.B of these Rules, within five (5) working days. After having received the grievance, the City Manager shall deliver his/her response to the employee in writing within five (5) working days. At this step, and at all subsequent steps in the grievance procedure, the employee shall have the right to present his/her/their grievance with, or without, a representative of his/her/their choice. These time limits may be extended to a definite date by mutual agreement of the employee and the City Manager.

The decision of the City Manager shall be final and binding, and no further review of the subject matter of the grievance shall be permitted within the City's administrative process.

b. Disputes concerning the applicability of the Grievance Procedure that persist through the third step shall be submitted for determination by a court, unless the grievant and the Personnel Director agree otherwise.

D. GENERAL PROVISIONS

1. If appeal is not made within the time limits indicated, the grievance will be considered to have been settled on the basis of the last decision rendered. Any grievance not responded to within the prescribed time limits as described in this Section will be automatically advanced to the next higher step unless the time limit is extended by mutual agreement.

2. Employees are assured freedom from reprisal for using the grievance procedure.

E. EXCLUSIONS FROM THE GRIEVANCE PROCEDURE

The grievance procedure set forth in this Rule XXIII shall not be used for any of the following:

1. To resolve complaints, requests or changes in wages, hours and working conditions.

2. To challenge the content of employee evaluations or performance reviews.

3. To challenge, obtain review of or otherwise address cases of discipline of any kind, including, but not limited to, counseling, oral or written reprimand, reduction in pay, demotion for disciplinary purposes or due to failure to meet job standards, suspension or discharge.

4. To challenge examinations, or appointment or failure to appoint to positions.

5. To challenge rejection from probation.

6. To challenge any ~~or~~ discipline or discharge of any at-will employee.

7. To challenge any transfer.

XXII. ANTI-HARASSMENT POLICY

A. POLICY

1. It is the policy of the City to provide a neutral work environment free from discrimination, including unwelcome sexual overtures and advances for all employees of the City. City employees are expected to adhere to a standard of conduct that is respectful and courteous to all persons. All employees, consultants, independent contractors, volunteers, and members of the public are to be treated with respect, courtesy and tact. Conduct that is personally offensive to

others will not be tolerated. Abusing the dignity of anyone through ethnic, sexist or racial slurs or other derogatory or objectionable conduct may be cause for disciplinary action up to and including discharge from employment. Included in this area of offensive behavior are suggestive remarks, physical advances or intimidation.

2. The City prohibits sexual harassment, as well as the harassment of any individual on the basis of gender, race, color, ancestry or national origin, religion or creed, age, disability, sex or gender, sexual orientation, gender identity and gender expression, medical condition, marital status, military and veteran status, or other class specially protected by law. This policy applies to all areas of employment, including recruitment, hiring, training, promotion, compensation, benefits and transfer. The City recognizes that impermissible harassment may take many forms, including:

a. Verbal conduct such as epithets, derogatory comments, slurs or unwanted sexual advances, invitations, or comments.

b. Visual conduct such as derogatory posters, cartoons, drawings or gestures.

c. Physical conduct such as assault, blocking normal movements, or interference with work based on gender, race, or other protected class.

d. Threats or demands to submit to sexual requests in order to maintain employment or avoid some other loss, and offers of job benefits in return for sexual favors.

e. Retaliation for having reported harassment or making a complaint of harassment, cooperating in the investigation of a complaint, or for testifying or making a statement as part of the investigation or discipline process.

f. No such harassment will be tolerated.

B. COMPLAINT PROCEDURE:

1. This procedure applies to all employees of the City, include persons in at-will positions and persons in the competitive service. Any City employee who feels that he or she has been the victim of prohibited harassment, discrimination or retaliation has the right and the responsibility to notify his/her supervisor, Department Head, Personnel Director, human resources manager, City Manager, or any other supervisor of the incident or incidents of prohibited harassment, discrimination or retaliation and provide the names of the individuals involved.

2. If the person to whom the prohibited harassment, discrimination or retaliation is to be reported is him/herself thought to be engaged in the improper conduct, the employee may contact the City Manager directly. In the event the City Manager is thought to be involved, the employee may contact the City Attorney. An employee is never required to present a complaint to a party alleged to be involved in the improper conduct.

3. Any supervisor, manager or official receiving or aware of a complaint shall report the complaint immediately to the Personnel Director who shall assure that an appropriate

investigation is started promptly and completed. In the event the Personnel Director is thought to be involved in the improper conduct, the complaint shall be reported to the City Manager or City Attorney, who shall be responsible for assuring an appropriate investigation.

4. While written complaints are encouraged and provide the best opportunity for a proper investigation, complaints may also be verbal or anonymous. All complaints will be investigated promptly, objectively and thoroughly. Investigations will be conducted in a confidential manner to the extent reasonably possible, with information about the complaint being released only on a need-to-know basis.

5. If the City concludes that prohibited harassment, discrimination or retaliation occurred, appropriate corrective action will be taken, including action to stop further harassment, discrimination or retaliation. Disciplinary action, up to and including termination, may be imposed on employees who violate this policy. If the perpetrator is a non-City employee, the City shall take such action as may be consistent with the law and within the City's control.

6. The party presenting the complaint will be notified of the results of the investigation and will be advised if disciplinary action or other action is taken. If the allegations of the complaint cannot be supported or are found to lack merit, the parties will be notified. Consistent with the policy of confidentiality, employees are not entitled to copies of notes, an investigation report or similar confidential documents, except as required by law.

7. Any employee who witnesses prohibited harassment, discrimination or retaliation directed at or perpetrated by a City employee, consultant or other independent contractor, volunteer, member of the public or other person has a duty to report it through the process identified above.

C. EMPLOYEE TRAINING

1. All supervisors shall receive training and instruction on prevention of sexual harassment in the workplace. Training and instruction shall be provided within six months of their assumption of a supervisory position and once every two years thereafter or as otherwise required by law. Training shall also be provided to all new employees and to all employees given new job assignments for which specific anti-harassment training has not previously been provided. Such training shall include training to prevent abusive conduct, as defined in Rule XXVI of these Rules.

XXIII. POLICY AGAINST WORKPLACE VIOLENCE

A. STATEMENT

The City is strongly committed to ensuring the safety of all City employees and has adopted this Policy regarding workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect any City employee(s) will not be tolerated. This policy applies to all employees of the City, include persons in at-will positions and persons in the competitive service.

B. OBJECTIVE

1. To ensure all workplace threats and violent behavior are addressed promptly.

2. To ensure the level of physical/facility security in City workplaces is sufficient to protect the health and safety of City employees.

3. To ensure all employees are appropriately trained in workplace security, diffusing hostile situations and steps to take during an emergency incident.

4. To ensure that all disciplinary action taken for behavior prohibited under this policy is reviewed, evaluated, and administered consistently and equitably throughout the City, and in a timely manner.

C. ACTS OR THREATS OF VIOLENCE DEFINED

1. "Threats or acts of violence" include conduct against persons or property that are sufficiently severe, offensive, or intimidating to alter the employment conditions, or to create a hostile, abusive, or intimidating work environment for a City employee or employees. Although the City has a strong commitment to Customer Service, the City will not permit employees to be subjected to verbal or physical abuse.

2. General examples of prohibited workplace violence include, but are not limited to:

1. Threatening to harm an individual or his/her family, friends, associates, or their property.

2. Making harassing or threatening telephone calls, letters or other forms of written or electronic communications.

3. Intimidating or attempting to coerce an employee to commit wrongful acts that would affect the business interest of the City.

4. Harassing surveillance, also known as "stalking," the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of his/her safety.

5. Making a suggestion or otherwise intimating that an act to injure persons or property is "appropriate."

6. Possession of firearms, weapons, or any other dangerous devices on City property, by anyone other than safety personnel who are governed by their own policies and procedures.

7. Use of personal or City-issued tools in a threatening manner toward a City employee or other individual.

D. COMPLAINT PROCEDURE

1. Any employee who feels he or she has been the victim of threats or acts of violence, or has witnessed threats or acts of violence in violation of this Policy, has the right and the responsibility to notify his/her supervisor, or Department Head, or the City Manager, of the incident or incidents of abusive conduct and provide the names of the individuals involved. The employee may use the Complaint Procedure set forth in Section B of Rule XXV (Anti-Harassment Policy).

2. Any complaint will be investigated in accordance with the procedures set forth in Section B of Rule XXV (Anti-Harassment Policy). If the City concludes that prohibited conduct occurred, appropriate corrective action will be taken, including action to stop further abusive conduct. Disciplinary action, up to and including termination, may be imposed on employees who violate this policy. If the perpetrator is a non-City employee, the City shall take such action as may be consistent with the law and within the City's control.

E. EMPLOYEE TRAINING

All employees shall receive training and instruction on workplace security practices. Training and instruction shall be provided within twelve (12) months following the adoption of this policy and periodically thereafter. Training shall also be provided to all new employees and to all employees given new job assignments for which specific workplace security training has not previously been provided. Additional training and instruction can be provided to all City personnel whenever the City is made aware of new or previously unrecognized hazards, which may affect the workplace.

F. APPLICATION OF PROHIBITION

1. The City prohibition against threats and acts of violence applies to all City personnel, contract and temporary workers, customers and anyone else who may be in or on City property or any place where City personnel work or otherwise conduct City business. Violations of this policy by any individual may be followed by legal action as appropriate.

2. Violation by an employee of any provision of this policy may lead to appropriate disciplinary action, up to and including termination, as provided in Rule XXII (Disciplinary Actions).

3. The City may also seek a Temporary Restraining Order or Injunction on behalf of City workers if the situation warrants such action.

XXIV. POLICY AGAINST ABUSIVE CONDUCT

A. POLICY

1. The City is strongly committed to ensuring that City employees are not subjected to abusive conduct in the workplace. Abusive conduct, including bullying, which involves or affects any City employee(s) will not be tolerated. This policy applies to all employees of the City, include persons in at-will positions and persons in the competitive service.

2. The purpose of this Rule is to ensure that all abusive conduct is addressed promptly; to ensure all employees are appropriately trained to recognize abusive conduct; and to ensure that all disciplinary action taken for behavior prohibited under this policy is reviewed, evaluated, and administered consistently and equitably throughout the City, and in a timely manner.

3. Abusive Conduct Defined. The phrase "abusive conduct" means conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act generally does not constitute abusive conduct, unless it is severe and egregious. Abusive conduct may be found to have occurred by the acts of one employee or by several employees ("mobbing").

4. Examples of Abusive Conduct: General examples of prohibited abusive conduct include, but are not limited to, the following:

a. Harmful gossip (rumor and innuendo based on incomplete facts or fiction spread with the intent or impact of causing turmoil or discrediting certain individuals or institutions);

b. Behavior that demeans, humiliates or intimidates others in the workplace;

c. Deliberate exclusion of another employee from work assignments or networks that is not due to legitimate business reasons;

d. Unnecessary and unwelcome intrusion in the personal life of an employee;

e. Verbal or physical behavior that is derogatory or abusive.

5. Examples of What is Not Abusive Conduct: The following are examples of conduct that is not abusive conduct and does not constitute a violation of this policy:

a. Reasonable counseling, disciplinary actions or job performance evaluation actions, including but not limited to, constructive and fair criticism of an employee's work performance;

b. Differences of opinion and non-aggressive conflicts and problems in working relations or in interactions with other public agencies or members of the public;

c. A direct or assertive management style, including high workplace expectations;

d. Legitimate management responses to situations that require immediate action.

B. COMPLAINT PROCEDURE

1. Any employee who feels he or she has been the victim of abusive conduct, or has witnessed abusive conduct in violation of this Policy, has the right and the responsibility to notify his/her supervisor, or Department Head, or the City Manager, of the incident or incidents of abusive conduct and provide the names of the individuals involved. The employee may use the Complaint Procedure set forth in Section B of Rule XXV (Anti-Harassment Policy).

2. Any complaint of abusive conduct will be investigated in accordance with the procedures set forth in Section B of Rule XXV (Anti-Harassment Policy). If the City concludes that prohibited abusive conduct occurred, appropriate corrective action will be taken, including action to stop further abusive conduct. Disciplinary action, up to and including termination, may be imposed on employees who violate this policy. If the perpetrator is a non-City employee, the City shall take such action as may be consistent with the law and within the City's control.

C. APPLICATION.

1. This Policy applies to all City employees, including all regular full-time and regular part-time employees, all other temporary/part-time employees, contract employees, volunteers, customers and other members of the public, and anyone else who may be in or on City property or any place where City personnel work or otherwise conduct City business. Violations of this policy by any individual may be followed by legal action as appropriate.

D. TRAINING

All supervisors and managers shall receive training and instruction on how to recognize and prevent abusive conduct, as provided in Section C of Rule XXV (Anti-Harassment Policy). Additional training and instruction may be provided or required for other employees.

XXV. DRUG-FREE WORKPLACE POLICY

A. PURPOSE.

1. It is the intent of this personnel rule to eliminate substance abuse and its effects in the workplace. While the City has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can impact job performance and employee safety. Drug and alcohol abuse has been found to be a contributing factor to absenteeism, tardiness, substandard performance, increased potential for accidents, disruptive behavior, increased workload for co-workers, poor morale and impaired public relations. To further its interests in service to the community, avoiding accidents, promoting and maintaining a safe and productive workplace and protecting City property, equipment and operations, the City may conduct drug and alcohol testing, as provided in this policy.

2. This policy applies to all employees regardless of appointment type or time basis, including but without limitation, full-time, part-time, temporary, regular, probationary, or management employees), and to all applicants for employment with the City.

3. This policy applies to alcohol and all substances, drugs, or medications (legal or illegal) which could impair an employee's ability to perform the functions of the job effectively and safely.

4. Recreational/Adult Use and Medical Cannabis: The City recognizes that the State of California has legalized the use of cannabis for recreational and certain medical uses. However, in accordance with federal and state law, the City treats cannabis the same as any other drug that is subject to regulation under this policy. Moreover, although the use of cannabis is legally permissible in the State of California, it remains a prohibited and controlled substance under federal law. The City reserves the right to take disciplinary action under this policy when cannabis or cannabis products are involved, whether it is used for medical or non-medical purposes, and whether or not it has been prescribed for the employee's use.

Consistent with federal law and the provisions of the California Adult Use of Marijuana Act, Proposition 64, the City does not permit the use, consumption, possession, transfer, display, sale or growth of marijuana on City owned or controlled property (including but not limited to buildings, parking lots, parks and recreation facilities) or during City sanctioned or sponsored activities or events, regardless of the location. This is true even if the use of marijuana is for medical purposes authorized and permitted under the California Compassionate Use Act, Proposition 215. Employees are also prohibited from having any measurable amount of marijuana (including THC and metabolites) in their system while on duty, subject to minimum cutoff levels published by the Substance Abuse and Mental Health Services Administration in the Mandatory Guidelines for Federal Workplace Testing Programs or any successor standard, as determined by the City.

5. The City is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled under federal and/or state law.

5. Additionally, employees are expected to be in suitable mental and physical condition to perform their job satisfactorily and behave appropriately. Should the use of alcohol or other drugs interfere with job performance, employees may be offered rehabilitative assistance. However, failure to meet satisfactory levels of job performance could result in disciplinary action up to, and including, dismissal.

B. EMPLOYEE RESPONSIBILITIES

1. An employee must not report to work or be on-call while his/her ability to perform the job duties is impaired due to on duty or off duty alcohol or drug use.

2. An employee must not report to work with alcohol or impairing drugs (illegal drugs, prescription drugs with or without a prescription, or non-prescription drugs) in their systems or possess or utilize such substances while they are on duty or on-call or during meal periods or breaks.

3. An employee must not possess or use alcohol or impairing drugs (illegal drugs, prescription drugs with or without a prescription, or non-prescription drugs) during work hours or while on-call, on breaks, meal periods or at any time while on City property.

4. An employee must not directly or through a third party sell, purchase or provide drugs or alcohol to any person, including any employee, while either employee or both employees are on duty or on-call.

5. An employee must submit immediately to an alcohol or drug test when reasonable suspicion exists, as supported by the observance of objective signs of impairment, that the employee is in violation of this rule and when requested to submit to the test(s) by a responsible City representative.

6. An employee must notify his/her supervisor, before beginning work, when taking any medications or drugs (prescription or non-prescription) which may interfere with the safe and effective performance of duties or operation of City equipment.

7. An employee must provide to the City, or its designated Medical Review Officer, within twenty four (24) hours of a request or, if the request is made on a Friday or the day before a holiday by the close of the next business day, a bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

C. MANAGEMENT RESPONSIBILITIES AND GUIDELINES:

1. Managers and supervisors are responsible for reasonable enforcement of this rule.

2. Managers and supervisors may request through the Personnel Office that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or on-call. "Reasonable suspicion" shall have the meaning set forth in Subsection D.

D. REASONABLE SUSPICION TESTING

1. When an employee's supervisor and a second employee or supervisor have reasonable suspicion to believe an employee may be under the influence of alcohol, narcotic or any other controlled substance or other drug, that employee may be given a medical evaluation by a City-designated medical clinic on City time and at City expense. This medical evaluation will be conducted to determine if alcohol or drugs are in the employee's system.

2. "Reasonable suspicion" is based on objective facts sufficient to lead a reasonably prudent supervisor to suspect is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. The items listed below include, but are not limited to, objective conditions which alone, or in combination, could lead to a reasonable suspicion that an employee was under the influence of drugs or alcohol. Examples of controlled substances include, but are not limited to: marijuana (cannabis), amphetamines, opiates, phencyclidine (PCP), cocaine

and any derivative or preparation of coca leaves, LSD, speed and Quaaludes, and any other substances as may be found in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) or any federal regulation adopted pursuant thereto, and as amended from time to time.

3. Reasonable suspicion may be justified by one or a combination of the following indicators:

- Bloodshot or watery eyes
- Slurred speech
- Alcohol on the breath
- Physical and/or verbal altercation
- Inability to walk a straight line
- An accident involving City property
- Possession of drugs or alcohol
- Frequent absenteeism
- Confusion/difficulty in concentration
- Noticeable change in behavior

NOTE: The foregoing list is not intended to be exhaustive. Other factors will be considered by a supervisor or manager in determining that there is a reasonable suspicion that the employee is under the influence of, of his/her fitness for duty is impaired by drugs and/or alcohol.

4. The following steps establish a procedure to facilitate the medical evaluation process:

Step 1: The Department Head who believes based on his/her observations or the observations of the employee's supervisor or manager, that an employee may be under the influence of alcohol or drugs, must work with the City Manager and document, in writing within reasonable time, the facts constituting reasonable suspicion that the employee in question is under the influence of drugs and/or alcohol. The Department Head will meet with the City Manager, or designee, to discuss the employee's behavior. At that time, it will be determined if the employee should be tested for drugs and/or alcohol. The City Manager, or designee, will arrange for an immediate appointment with a medical facility to conduct the test, unless the employee admits to being under the influence of alcohol or controlled substances or other drugs.

An employee's refusal to submit immediately to an alcohol and/or drug analysis when directed by management may constitute insubordination, and may be grounds for disciplinary action up to, and including, dismissal.

The City Manager, or designee, encountering an employee who refuses an order to submit to a drug and/or alcohol analysis/test shall, with the assistance of the Personnel Director remind the employee of the

requirements to comply and the disciplinary consequences of failing to comply with this rule.

Step 2: The City will immediately provide transportation for the employee to the medical facility and wait for the tests to be completed. The type of testing required will be determined by the physician.

Step 3: After being tested, the employee will be transported home, or in appropriate situations, to the hospital. The employee will continue receiving pay during this time and disciplinary action will not be administered for alcohol and/or drug use in violation of this policy unless the test results show the presence of alcohol and/or drugs. Information obtained through this testing will be treated with strict confidentiality. When warranted, discipline may still be considered for other misconduct, such as unsatisfactory work performance, insubordination or workplace violence.

Step 4: If alcohol and/or drugs are found in the employee's body, the City Manager, or designee, shall meet with the employee and explain the proposed disciplinary action. The employee shall be encouraged to seek professional assistance.

5. If an employee is convicted of criminal drug activity, the employee must notify the City Manager, or designee, of the conviction in writing within five calendar days after the conviction.

E. SEARCHES

1. The City reserves the right to lawfully search, without employee consent, all areas and property in which the City maintains control or joint control with the employee, including but not limited to, offices, desks, filing cabinets, , closets, or other furnishings, vehicles or facilities.

2. Managers and supervisors shall not physically search the person of the employee(s) without the freely given consent of, and in the presence of, the employee(s) and his/her representative(s) if so desired.

F. FOLLOW-UP; DISCIPLINE

1. A positive result from a drug and/or alcohol analysis/test may result in disciplinary action, up to and including termination.

a. If the drug analysis/test is positive, the employee must provide within twenty four (24) hours of the request bona fide verification of a valid current prescription for the drug identified in the drug analysis/test to the Personnel Director or the City's designated Medical Review Officer. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his /her supervisor, as provided under Subsection B, paragraph 6 of these Rules, the employee will be subject to disciplinary action

up to, and including, discharge. The City Manager, or designee, the Department Head and the City Attorney will determine the most suitable disciplinary action based on all pertinent facts and these Rules.

2. Should the results of the alcohol or drug test be negative, the employee may return to the workplace and perform regular job duties, and no further action will be taken on the incident that gave rise to the reasonable suspicion, absent other factors indicating that return to work is not advisable or that further action is appropriate.

3. Nothing in this Policy shall prevent the City from contacting appropriate law enforcement should the City determine that the employee is engaged in the unlawful use, sale or distribution of controlled substances or otherwise engaged in illegal activity while on City premises, property or using City equipment.

G. DOCUMENTATION AND CONFIDENTIALITY

1. Records relating to job performance, attendance, and behavior shall be maintained in the employee's personnel file. Only the behavior and discipline associated with alcohol or drugs should be documented and placed in the employee's personnel file.

2. Laboratory reports or test reports shall not appear in an employee's general personnel folder. All tests shall be maintained, along with the employee's medical records, in a confidential medical file separate from the personnel records and kept securely under the control of the Personnel Director. The reports or tests results may be disclosed to City management on a strictly need-to-know basis, to the tested employee upon requests or in response to a valid subpoena, a valid search warrant, a valid court order or other similar legal orders.

3. Various federal, state and local laws protect the rights of individuals with disabilities and others with regard to the confidentiality of medical information, medical treatment, and the use of prescription drugs and substances taken under medical supervision. Nothing contained in this policy is intended to interfere with individual rights under, or to violate, these laws.

XXVI. MANAGEMENT RIGHTS

1. The City shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of, and the manner in which, the City's activities are conducted, managed and administered.

2. The City has the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City.

3. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.

4. The Appointing Authority reserves the right to discipline or discharge employees subject to the procedures set forth in these Personnel Rules.

5. The City shall determine assignments, and establish methods and processes by which assignments are performed.

6. The City shall have the exclusive right to transfer employees within departments and to positions outside a department in a manner most advantageous to the City.

7. The City shall have the authority, without prior meeting and conferring, to contract for matters relating to municipal operations, including contracting out bargaining unit work. The right of contracting or subcontracting is vested exclusively in the City.

8. The City has the right, without prior meeting and conferring, to effect reorganizations and reallocation of work of the City.

9. The inherent and express rights of the City, including those herein specifically referred to which are not expressly modified or restricted by a specific provision hereof, are not in any way, directly or indirectly, subject to meeting and conferring or the Grievance Procedure herein.

APPENDICES

APPENDIX A: CITY OF HIGHLAND POLICY ON TECHNOLOGY USE AND SECURITY

APPENDIX B: MILITARY LEAVE POLICY

APPENDIX C: PAID SICK LEAVE POLICY FOR TEMPORARY/PART-TIME EMPLOYEES

APPENDIX A

CITY OF HIGHLAND POLICY ON TECHNOLOGY USE AND SECURITY

I. Authority

This Policy is enacted by the City Council to implement and administer Rule VI.F of the City of Highland Personnel Rules and Regulations ("Personnel Rules" or "Rules"). The City Manager is authorized to supplement this Policy by the modification and/or addition of provisions as he or she deems appropriate.

II. Purpose

The City of Highland ("City") provides various Technology Resources to authorized employees to assist them in performing their job duties for the City. The City believes that both productivity and efficiency are improved through the use of electronic information systems such as the Internet and E-mail. The City encourages employees to use these resources in the work place for research, education and communications, but use of these resources is strictly limited to City-related business and official activities and shall be conducted in accordance with the City's standards of professionalism and Personnel Rules and federal and state law. Each employee has a responsibility to use the City's Technology Resources in a manner that increases productivity, enhances the City's public image, and is respectful of other employees.

Failure to follow the City's policies regarding Technology Resources may result in loss of or restriction upon an employee's privileges to use Technology Resources at any time without prior notice, and may lead to imposition of disciplinary action up to and including termination of employment. In addition, violation of the City's policies regarding Technology Resources may lead to civil or criminal action or other legal action.

As set forth below, any non-employee authorized to use any of the City's Technology Resources shall also abide by and comply with all terms of this Policy, including but expressly not limited to, any appointed official, volunteer, consultant or other independent contractor.

The City reserves the right to advise law enforcement or other appropriate legal authorities of any violation of law by any employee or non-employee resulting from, arising out of or relating to such person's use of the City's Technology Resources.

III. Applicability to all City Officers and Employees

This Policy applies to all employees of the City, including but not limited to employees in the competitive service, probationary employees, temporary/part-time employees, contract employees, management employees, and all other at-will employees, who use any City-provided access to the Internet and/or E-mail, or who use or access any other Technology Resource of the City, regardless of the user's location when accessing the network or other Technology Resource.

IV. Technology Resources Definition

Technology Resources shall have the meaning set forth in Rule VI.F, as may be amended from time to time, or as supplemented by the City Manager, and shall include but is not limited to, all electronic media and storage devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; iPads; mini and mainframe computers; computer hardware such as disk drives, tape drives, external hard drives and flash/thumb drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet. applications, or cloud storage accounts; City servers and WiFi connection; electronic mail; mobile phones; tablets; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems. Technology resources is also intended to broadly include new or emerging devices, technology, software and means of communications that may be developed or implemented in the future.

V. Authorization

Access to the City's Technology Resources is within the sole discretion of the City. Generally, employees are given access to the City's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the City's Technology Resources are authorized to access and use the necessary technology. Additionally, employees may be required to successfully complete City-approved training before they are authorized to access and use the City's Technology Resources.

VI. Use of Technology Resources

Except as otherwise expressly provided in this Section, the City's Technology Resources shall be used by employees only for the purpose of conducting or carrying out City business and official activities.

Employees may use the City's Technology Resources for the following incidental personal uses as long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with the City's mission and activities, and does not violate the Personnel Ordinance, the Personnel Rules, the provisions of this Policy or any other City ordinance or policy, or any provision of state or federal law:

1. To use mobile telephones or cellular telephones for brief and necessary personal calls;

2. To send and receive necessary and occasional personal communications; and

3. To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner; and

Notwithstanding the foregoing, the City Manager, a director or department head may further limit or exclude use of City Technology Resources for disciplinary or non-disciplinary reasons.

The City assumes no liability for loss, damage, destruction, alteration, receipt, transmission, disclosure, or misuse of any personal data or communications transmitted over or stored on the City's Technology Resources. The City accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voicemail communications or any personal data stored on any City property. The City strongly discourages employees from storing any personal data on any of the City's Technology Resources.

As provided in Personnel Rule VI.F of the Personnel Rules, and Section VIII of this Policy, an employee has no expectation of privacy in any personal information, communications or data contained in or stored on any of the City's Technology Resources.

VII. Improper Uses

The City is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let informality degenerate into improper use. The City's Technology Resources shall not be used in violation of any provision of the Personnel Rules, or state or federal law, including but not limited to, any of the following.

A. Prohibition Against Harassing, Discriminatory and Defamatory Use

As set forth more fully in the Personnel Rules, including but not limited to the City's Anti-Harassment Policy (Rule XXIV of the City's Personnel Rules), the City does not tolerate discrimination or harassment based on gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, military status, veteran status, or any other status protected by state and federal laws. Under no circumstances shall employees use the City's Technology Resources to transmit, receive, distribute, display or store any information, graphic images, messages or texts that is discriminatory, harassing, defamatory, obscene, indecent, threatening, retaliatory, or that otherwise could adversely affect any individual, group, or entity (e.g., sexually explicit or racial messages, slurs, jokes, or cartoons).

B. Prohibition Against Workplace Violence

As set forth more fully in the Personnel Rules, the City does not tolerate violence or threats of violence in the workplace, toward any person, including but not limited to, toward any other employee, official, independent contractor, vendor or member of the public. (See Rule XXV, Policy Against Workplace Violence). Under no circumstances shall employees use the City's Technology Resources to transmit, receive, distribute, display or store any information, images, messages or texts that contain any threats of violence or otherwise violate that Policy.

C. Prohibition Against Abusive Conduct

As set forth more fully in the Personnel Rules, the City does not tolerate abusive conduct, or threats of abuse or bullying. (See Rule XXVI, Policy Against Abusive Conduct). Under no circumstances shall employees use the City's Technology Resources to transmit, receive, distribute, display or store any information, graphic images, messages or texts that is abusive, threatens or otherwise violates that Policy.

D. Prohibition Against Violating Copyright Laws

E. Other Prohibited Uses

In addition to the foregoing, employees shall not use the City's Technology Resources for any of the following additional purposes:

1. Any unlawful or illegal purpose;

2. Any use for or in connection with the establishment or conduct of outside employment or activities, or for other personal or pecuniary gain or solicitation;

3. Transmitting, receiving, disclosing or otherwise communicating in any way confidential or proprietary information of the City or third parties;

4. Browsing, posting messages on bulletin boards, social media, or participating in chat rooms, except for City business or other official activities;

5. Threats, libel, slander, or defamation;

6. Political or campaign endorsements or other advocacy;

7. Use of software not required for City business or other official activities, use of software for games, or any other entertainment software;

8. Purchasing items not intended for City related business or other official activities through the Internet;

9. Downloading of applications or programs from the Internet, unless permission is granted in writing by the Director and Administrative Services Manager. This restriction is required in order to prevent infection of the City's local network by computer viruses or impairment of the City's security systems;

10. Attempting to circumvent security and data protection policies; or

11. Any purpose or use that violates any other City ordinance, resolution, policy, or regulation, or any other provision of law.

VIII. City Access To Technology Resources; No Right of Privacy

All messages sent and received, including both City-related and personal messages, and all documents, information and data contained in or stored on any of the City's Technology Resources (including on its electronic mail system, voicemail system, telephone system, or computer systems), and all applications and programs created or stored on the City's Technology Resources systems are **City property** regardless of the content. As such, the City reserves the right to access all of its Technology Resources including but not limited to its computers, voicemail, other telephone and electronic mail systems, and technology resources, at any time, in

its sole discretion. No City official or employee, other than the City Manager, has authority to waive, vary or amend the City's right to access its Technology Resources. To be effective, any such waiver by the City Manager must be in writing and include the purpose, scope and duration for the waiver.

A. No Reasonable Expectation Of Privacy; Right of Inspection

Although the City does not wish to examine personal information of its employees, on occasion, the City may need to, and shall, monitor and access its Technology Resources including computer files, electronic mail messages, and voicemail messages. All City employees who use any of the City's Technology Resources are on notice that they are subject to all of the following:

1. **Employees have no right of privacy with respect to any files, messages, documents, information or data created, collected, or maintained on the City's Technology Resources, including personal information or messages.**

2. **The City may, at its discretion, inspect all files, messages, documents, information or data on or stored in any of its Technology Resources at any time and without notice, to ensure that use of the City's Technology Resources is limited to City business or other official activities, and to ensure compliance with this Policy, the Personnel Rules and Personnel Ordinance, and all provisions of state and federal law.** The City's inspection includes but is expressly not limited to, reviews of the content of documents, messages, files information, data, and web sites visited on the Internet, communications with other employees or officials, and communications with third parties, including random reviews, as well as all other information, documents, photographs, videos, images and any other data of any kind, stored, accessed, reviewed, displayed, received or sent with the use of the City's Technology Resources.

3. **The City may also monitor its Technology Resources at any time in order to confirm compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business or official purpose.**

B. Passwords

Certain of the City's Technology Resources can be accessed only by entering a password or using login credentials. Passwords and login credentials are intended to prevent unauthorized access to information. Employees shall be provided with passwords and login credentials as may be deemed necessary by the Administrative Services Manager, City Manager, Director or Department Head, may deem appropriate or necessary. Employees shall maintain any City-provided passwords and login credentials as confidential. Employees shall not share City-provided passwords or forward login credentials unless authorized by the City Manager, Director, Department Head or Administrative Services Manager and must not access or use coworkers' systems without express authorization.

No employee shall place a lock, password, or other security device or code on any Technology Resource without written approval from the Administrative Services Manager. Concurrent with installation of any such approved lock, password, or other security device or code, the employee shall also provide the login credentials and password, or other security device or code, or copy of any key, to the Administrative Services Manager, for the purpose of allowing the Administrative Services Manager, City Manager, Director and/or Department Head to maintain access any City-issued Technology Resource.

Any City-issued security,, code or device may be modified or removed at any time, in the City's sole discretion.

Employees are advised that passwords and login credentials do not confer any right of privacy upon any employee of the City. Thus, even though employees may maintain passwords or be provided with login credentials for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic mail and voicemail messages, are private.

C. Data Collection

The best way for employees to ensure the privacy of personal information is not to store or transmit it on the City's Technology Resources. So that employees understand the extent to which information is collected and stored, examples of information currently maintained by the City are provided below. The City may, however, in its sole discretion, and at any time, alter the amount and type of information that it retains.

1. Telephone Use and Voicemail: Records are kept of all calls made from and to a given telephone extension. Although voicemail is password-protected, an authorized administrator can listen to voicemail messages and also reset the password.

2. Electronic Mail: Electronic mail is backed up and may be archived. Although electronic mail is password-protected, an authorized administrator can read electronic mail and also reset the password.

3. Desktop Facsimile Use: Copies of all facsimile transmissions are maintained in the facsimile server.

4. Document Use: Each document stored on City computers has a history that shows which users have accessed the document for any purpose.

5. Internet Use: Internet sites visited, the number of times visited, and the total time connected to each site are recorded and periodically monitored.

D. Deleted Information

Deleting or erasing information, documents, or messages maintained on the City's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on the City's Technology Resources may be electronically recalled or recreated regardless

of whether it may have been "deleted" or "erased" by an employee. Because the City periodically backs up all files and messages, and because of the way in which computers reuse file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential. If a legal dispute arises, or may arise in the future, it may be unlawful to attempt to delete or erase certain information. Employees shall fully comply with City policy regarding retention or destruction of information.

IX. The Internet And On-Line Services

The City provides authorized employees access to online services such as the Internet as deemed necessary by the City for performance of an employee's duties. The City expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use the City's Technology Resources to access, download, or contribute to Internet sites that contain inappropriate content such as that which is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could reasonably adversely affect any individual, group, or entity.

Additionally, employees shall not use the City's Technology Resources to post, comment, send, or otherwise upload any information to any Web sites or other online groups, including web logs (i.e., "blogs"), social networking Web sites, newsgroups, discussion groups, or non-City email groups, except in accordance with the City's Blogging Policy or as authorized by the City Manager and Administrative Services Manager. These actions will likely generate junk electronic mail and may expose the City to liability. Employees who wish to access the Internet for non-work-related activities should obtain their own personal Internet access accounts that are unaffiliated with the City, and use such accounts at home on their own personal computer without making any reference to the City.

X. Online Monitoring

The City monitors both the amount of time spent using online services and the sites visited by individual employees. The City reserves the right to limit such access by any means available to it, including revoking access altogether. The City, through technological tools, may also prohibit or limit access to certain Web sites considered inappropriate by the City or its technology provider.

XI. Confidential Information

The City is sensitive to the issue of protecting confidential information and, where applicable, to the protections of trade secrets and proprietary information of third parties ("Confidential Information"). Therefore, employees are expected to use good judgment when using or transmitting Confidential Information on the City's Technology Resources.

Confidential Information should not be accessed through the City's Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Moreover, any Confidential Information transmitted via Technology Resources should be marked with an appropriate confidentiality legend, such as:

"This message contains confidential information. Unless you are the addressee (or authorized to receive such information for the addressee), you shall not copy, use, or distribute this information. If you have received Confidential Information in error, you shall immediately advise the sender, addressee and Administrative Services Manager at (909) 864-6861 ext. 212, or return it promptly by mail."

Employees shall be required to adhere to City's security policy with regard to Confidential Information and take all appropriate measures to safeguard the confidentiality and security of such information. Employees should avoid sending Confidential Information via the Internet, except when absolutely necessary. Employees should also verify electronic mail addresses before transmitting any messages containing Confidential Information.

XII. Software Use

A. License Restrictions

All software in use on the City's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. As outlined above, no employee may load any software on the City's computers, by any means of transmission, unless authorized in writing in advance by the Administrative Services Manager, and Director or Department Head, and thoroughly scanned for viruses or other malware prior to installation.

B. Software and Other Technology Resources For Home Use

Before transferring or copying any software from a City Technology Resource to another computer or other device, employees must obtain written authorization from the Administrative Services Manager and Director or Department Head. It is the employee's responsibility to adhere to applicable licensing requirements, including not making or distributing unauthorized copies of software to others. Upon departure from the City, it is the employee's responsibility to remove all City software from non-City computers and other devices on which City software has been installed. If an employee sells or otherwise transfers out of his or her own possession or control his or her own personally owned computer, he or she must delete all City software prior to such sale or other transfer in accordance with the instructions from the Administrative Services Manager.

C. Security

The City has installed a variety of programs and devices to ensure the safety and security of the City's Technology Resources. Any employee found tampering with or disabling any of the City's security devices will be subject to discipline up to and including termination.

To maintain the effectiveness of the City's security measures, employees should use only secure networks established by the City to access or use Confidential Information. Such information may not be downloaded, stored, or copied onto any non-City equipment or media (including personally owned computer, handheld devices, external memory devices, or disks) without prior written approval of Administrative Services Manager and Director or Department Head. If Confidential Information is downloaded, stored, or copied onto non-City equipment or media,

employees must take all appropriate measures to safeguard against loss, theft, damage, or breach of such equipment or media. If Confidential Information is downloaded, stored, or copied onto non-City equipment or media, employees must permanently delete such information prior to selling or otherwise transferring out of their own possession or control such equipment or media. If Confidential Information is downloaded, stored, or copied onto non-City equipment or media and employee resigns, is terminated, or is requested to do so by management, employees must delete all Confidential Information they received, including any and all copies thereof. Similarly, employees may not send Confidential Information to their personal e-mail accounts, even for work-related purposes, without prior written approval of the Administrative Services Manager and Director or Department Head..

Any loss or suspected loss of Confidential Information, or any suspicious activity such as external hacking attempts or unusual internal activity, shall be reported immediately to City management.

D. Remote Access To Technology Resources

The City may, at its sole discretion, provide certain employees with remote access systems such as a laptop, smartphone, iPad, tablet, or other personal organizer to allow such employees to handle the tasks associated with their jobs while working away from the office. Any authorization for use of such remote access system must be in writing, signed by Administrative Services Manager and Director or Department Head.

Employees must take care to ensure the security of all City-provided equipment. Employees must not share network passwords, security codes, login credentials or other PINs with anyone. As soon as an employee believes City-provided equipment is lost or that the security and confidentiality of the data on that equipment has been compromised, he or she must immediately notify his/her Department Head or Director and the Administrative Services Manager. The City-provided remote access system shall only be used for City-related business or official City activities.

The City may decide that it is no longer necessary for certain employees to possess a remote access system and their ability to use such systems may be discontinued, in which case such employees shall promptly return any City-issued remote access systems in accordance with City policy

Use of public or home networks, such as unencrypted WiFi networks, can be a threat to the security and reliability of the City's Technology Resources. Accordingly, employees must only access City Technology Resources via means that are specifically approved by the Administrative Services Manager.

E. Electronic Mail Guidelines

Employees are expected to use sound judgment with respect to use of the City's electronic mail ("e-mail"). All employees should adhere to the following with respect to use of e-mail:

1. Always ask before sending an e-mail if it is the appropriate medium of communication. When communicating about a sensitive subject, consider

whether e-mail is the appropriate medium or whether using the phone rather than e-mail might be more appropriate (but keep in mind that voicemail is similar to e-mail; voicemail may be stored on a computer server and may be forwarded to third parties).

2. Use the "front page" test. Assuming that e-mail is the appropriate medium of communication, each e-mail should be treated as a formal written document. Do not write anything in an e-mail that could not be printed on the front page of the newspaper. Off-the-cuff, sarcastic, or angry comments can come back to haunt the author.

3. E-mail is part of the workplace environment. E-mail containing rude and insensitive comments is not only personally embarrassing, but also may serve as the basis for legal liability. Employees and managers should exercise the same care and sensitivity in communicating via e-mail as they would when communicating in person or in letters. Offensive e-mail received from others should not be forwarded, and the recipient should ask the sender to refrain from sending inappropriate e-mail.

4. Provide context. As with other forms of communication, there is a risk that an e-mail message may be taken out of context. To reduce the risk that the message will be taken out of context, consider including the original message to which the reply e-mail relates.

5. Know your audience. When sending an e-mail, always double-check to whom the e-mail is addressed, especially when using the "reply to all" button. Ask whether it is appropriate for each addressee to receive the e-mail and whether sending the e-mail to a particular addressee will result in the unauthorized disclosure of Confidential Information. If in doubt, remove the doubted addressee.

6. Avoid using a home or personal computer for business purposes. If there is any concern that a legal dispute or litigation involving the City and a third party may require producing one's hard drive from a home or personal computer, the employee should not use the device for business-related purposes. E-mail relating to City business, even though stored on a home or personal computer, is recoverable and discoverable in litigation.

F. Retention and Destruction

Retention and destruction of information retained on the City's Technology Resources may be subject to other City ordinances, resolutions and policies, including but not limited to, the City's Records Retention Policy, as well as federal, state and local laws such as the California Public Records Act (Cal. Gov. Code § 6250 et seq.). All employees shall abide by all provisions and terms of such other ordinances, resolutions, ordinances and laws.

G. Violations

Violations of the City's Technology Resources Policy shall be reviewed on a case by case basis. Violation of this Policy may result in loss of or restriction upon an employee's privileges to use Technology Resources at any time without prior notice. In addition, an employee who violates this Policy may be subject to disciplinary or legal action up to and including termination from employment and/or criminal or civil penalties or other legal action.

Employees should be aware that access to Internet sites from City computers leaves an electronic trail which may be tracked back to a City computer and that E-mail messages and other information and data which has been erased from the hard drive on an individual computer may still be retrieved by computer technicians.

H. Audits

The City may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on the City's Technology Resources may be conducted without warning at any time or disclosure to employees.

I. Modifications

The City may at any time delete, modify, amend and/or supplement the Technology Use Policy, at its sole discretion.

EMPLOYEE ACKNOWLEDGMENT

I have received and read a copy of the City of Highland Technology Use Policy. I acknowledge and understand the terms of this Policy and agree to abide by them at all times. I understand that violation of this Policy may result in result in loss of or restriction upon my privilege to use Technology Resources at any time without prior notice. I further understand that my violation of this Policy may subject me to disciplinary or legal action up to and including termination from employment and/or criminal or civil penalties or other legal action.

I further acknowledge that this document will be placed in my personnel file.

_____ _____

Date Employee Signature

_____

Employee Name *[Please print]*

APPENDIX B

CITY OF HIGHLAND MILITARY LEAVE POLICY

I. PURPOSE

The City provides eligible employees with military leave in accordance with federal law (Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 et seq.) (USERRA) and California law (Military & Veterans Code § 387 et seq.), as amended from time to time. This Section sets out the basic parameters of applicable law, and is not intended to expand any rights beyond those provided by federal and state laws. In the event of any conflict between this Section and applicable federal or state law, the applicable federal or state law will prevail. Answers to specific questions regarding the application of USERRA and state law may be obtained by reviewing the applicable statutes directly.

II. PAYMENT OF FULL SALARY

An employee on active duty and who otherwise qualifies for military leave under this Section is entitled to receive his/her full salary for the first thirty (30) calendar days of that military leave, subject to all of the following requirements:

A. Temporary Military Leave of Absence

An employee ordered to active military training, encampment, naval cruises, special exercises or the like, is entitled to receive his/her Full Salary for the first thirty (30) calendar days of the temporary military leave of absence.

B. Indefinite Military Leave of Absence

An employee who is inducted, enlists, enters or is otherwise ordered or called into active duty is entitled to receive his/her Full Salary for the first thirty (30) calendar days of that indefinite military leave of absence.

C. Emergency Military Leave

An employee who is a member of the California National Guard who is ordered to active duty during an emergency declared by the Governor of California or under other circumstances where the Governor is authorized to call the National Guard into active service is entitled to receive Full Salary for the first thirty (30) calendar days of the declared emergency. Eligible employees are entitled to pay for the first (thirty) 30 calendar days included during each declared emergency in California, regardless of the number of emergencies declared during a particular fiscal year. (California Military & Veterans Code § 395.05; 83 Ops. Cal Atty. Gen. 148 (2000).)

D. Determination of Full Salary

Full Salary is determined based on the number of working days the employee would normally work during the thirty (30) calendar days. Stated differently, it is the salary or compensation that is normally received by the employee during thirty (30) calendar days, not thirty (30) work days of pay.

E. Determination of 30-Day Period

Military leave begins on the first day of ordered duty and ends on the last day of ordered duty; and includes workdays, non-workdays, holidays and reasonable travel time.

F. Inactive Military Duty Unpaid

An employee on Temporary Military Leave of Absence, Indefinite Military Leave of Absence, of Emergency Military Leave of Absence for inactive duty training is not eligible for payment of Full Salary. (California Military & Veterans Code §§ 395(b) and 395.01(b).)

G. Fiscal Year Limitation

Eligible employees are entitled to a maximum of thirty (30) calendar days of Full Salary for any one leave, or for a combination of temporary and indefinite leaves, during a fiscal year. (California Military & Veterans Code § 395.03.) If an employee is on a military leave for active duty that extends from one fiscal year into the next fiscal year, the number of calendar days falling in the second fiscal year will be included in the calculation of the 30 calendar day period for the second fiscal year. In no event shall an employee receive Full Salary while on military leave(s) for active duty for more than thirty (30) calendar days in any one fiscal year.

H. Repayment Obligation

If the City overpays Full Salary to any employee while the employee is on military leave, the employee shall promptly repay the City for such overpayment within thirty (30) calendar days of service of written notice from the City.

I. Withholding

Full Salary shall be subject to all appropriate mandatory deductions and withholdings (e.g., federal and state income tax withholdings, SDI, Medicare, and any applicable wage garnishment orders), and any voluntary withholdings and deductions. Voluntary deductions shall continue unless the employee notifies the City through submittal of the appropriate cancellation forms.

III. USE OF ACCRUED LEAVE.

An employee on military leave may, upon his/her request, during such period of military leave use any vacation, annual, or similar leave with pay accrued by the employee before the commencement

of such military leave. The City will not require an employee to use vacation, annual, or similar leave during such period of military leave.

IV. BENEFITS

During military leave, employees are entitled to the non-seniority rights and benefits generally provided by the City to other employees with similar seniority, status, and pay that are on furlough or leave of absence, except as provided in subparagraph D.

A. Health Insurance and Disability Premium Benefits. Employees on military leave may continue to be covered by the City's health insurance and disability insurance plans if they elect continuation coverage in accordance with this Section.

1. Employees with less than thirty (30) days of service with the City will not be eligible for health insurance or disability insurance benefits pursuant to the requirements of the City's health insurance and disability insurance plans.

2. Employees who are covered by the City's health insurance or disability insurance plan at the time their military leave commences, may elect to pay for continuation coverage (similar to COBRA) for up to the lesser of (i) twenty-four (24) months from the date the leave began or (ii) the day after the date on which the person fails to apply for or return to a position of employment. (38 U.S.C. § 4317.)

3. Employees shall comply with any applicable requirements for election of continuation coverage, as imposed by the health care or disability plan, and further subject to any applicable federal regulations.

4. If an employee performs service in the military for less than thirty-one (31) days, the employee's health care coverage will continue for that period of time subject to the employee's payment of the employee's regular share of employee health insurance premiums. During this period, the employee will not be required to pay more than the regular employee share of the health insurance premiums for health plan coverage.

5. For any period of unpaid military leave of thirty-one (31) days or more, employees may elect to pay for continuation coverage as provided in subparagraph (b). The employee may be required to pay no more than 102% of the full premium under the plan, which represents the employer's share plus the employee's share, plus 2% for administrative costs. (20 C.F.R. § 1002.166(b).)

6. The City will continue to pay its designated contribution toward the cost of health and disability insurance premiums for the employee and any dependents for up to four (4) months in a calendar year for an employee on military leave, whether such military leave is paid or unpaid.

7. Military leave of more than thirty (30) days constitutes a "qualifying event" that triggers COBRA notification to qualified dependents.

B. Service Credit

Service credit accrues during military leave of absence for purposes of retirement, any length of service requirements under the City's retirement program or any other benefit program. A person reemployed under this Section shall be treated as not having incurred a break in service with the City by reason of such person's period or periods of service in the uniformed services.

C. Other Benefits While on Unpaid Leave

Questions regarding other benefit plans should be referred to Personnel. Regardless of continued coverage under or the availability of the various plans, war exclusions may apply, as provided by the involved plan, carrier or both.

D. Notification of Intent Not to Return.

Any employee on military leave who knowingly provides written notice of intent not to return to his/her position of employment after service in the uniformed service, is not entitled to rights and benefits that are not determined by seniority as are generally provided by the City to employees having similar seniority, status, and pay who are on furlough or leave of absence under a contract, agreement, Section, practice, or plan in effect at the commencement of such service or established.

V. REEMPLOYMENT/REINSTATEMENT.

Following release from military service, employees will have the right to return to City employment, subject to the procedures and limitations provided by federal and state laws. Employees must timely follow reporting, application and documentation requirements.

A. Five-Year Limit

An employee has a right to reemployment where the cumulative length of absence from the City by reason of service in the uniformed services does not exceed five (5) years. The five-year period, including any periods exempt from the five-year period, shall be determined in accordance with applicable statutes and regulations. (38 U.S.C. § 4312.)

B. Reporting Requirements

1. 30 Days or Less: Employees performing 30 days or less of military service must report back to work at the beginning of the next regularly scheduled work shift that begins after the employee's safe return home plus twenty-four (24) hours.

2. Fitness to Perform Service: Employees who are absent from work for a period of any length for purposes of an examination to determine their fitness to perform service in the uniformed services, must report back to work at the beginning of the next regularly scheduled work shift that begins after the employee's safe return home plus eight (8) hours.

3. 31 Days to 180 Days: Employees returning from 31 to 180 days of military leave must submit an application for reemployment no later than fourteen (14) days after completion of military service.

4. 181 Days or More: Employees returning from 181 days or more of military leave must submit an application for reemployment no later than ninety (90) days after the completion of service.

C. Seasonal and Temporary Employees

Seasonal and temporary employees will have a right to reinstatement and reemployment only to the extent required by federal and state laws.

D. Notice/Application

Notice that an employee is returning to work or an application for reemployment must be made to the Personnel Manager, unless the employee is notified that a different supervisor or manager will serve as the contact. If that person is not available, the application may be provided to the Chief Executive Officer. An application for reemployment may be oral or written. However, an application for reemployment in writing is strongly encouraged as the best means to preserve the employee's reemployment request. If the 14-day or 90-day deadline falls on a day when no one is available to accept the application, the time is extended to the next business day.

E. Failure to Meet Deadlines

Time deadlines may be excused or extended only under the special circumstances provided by law. Employees who fail to apply for reemployment or report for work or both, within the time limits required by law, may be considered to have resigned their employment, waived reemployment rights or may be subject to disciplinary action up to and including termination, as provided under City polices, rules or procedures.

F. Establishing Eligibility

Employees returning after 31 days or more of military service must provide documentation establishing their military service and eligibility for reemployment. An employee is entitled to reemployment upon establishing that:

1. The employee must have provided prior oral or written notice of the impending service.
2. The employee's cumulative period or periods of service while employed with the City shall not have exceeded five years.

3. The employee must have completed the period of service without having received a punitive or other than honorable discharge or having been dismissed or dropped from the rolls of the uniformed service.

4. The employee must have made a timely application for reemployment or have been timely in reporting back to work.

G. Unavailable Documentation

The failure to provide documentation will not be used as the basis for denying reemployment if it does not exist or is not available at the time of the City's request. However, if after reemployment, documentation becomes available showing that the employee did not meet the reemployment criteria, the City may retroactively deny reemployment and immediately terminate the employee's employment.

H. Honorable Separation from Service

The City has the right to refuse reemployment or to terminate an employee for separation from the service with a dishonorable, bad conduct or other than honorable discharge, dismissal of a commissioned officer in certain situations involving a court martial or order of the President in time of war, or having been absent without City for more than three months or imprisoned by a civilian court, or on such other basis provided by Federal or State law.

I. Reemployment Position

1. An employee returning from military service will be placed in the reemployment position with the pay, rights and benefits required by law. Generally, the returning employee is returned to the same or equivalent position with equivalent benefits, pay and other terms and conditions of employment and without loss of job seniority or any other status or benefits accrued prior to or during military leave, provided the employee would still be employed if military leave had not been taken (with the exception of an uncompleted observation period or as otherwise specified in Subdivisions (2) and (3), below).

2. If an employee has not yet completed his/her observation period at the time his/her military leave commences, his/her observation period must be completed upon reinstatement. Time spent on military leave(s) shall not count toward completion of an observation period. An employee's observation period will be extended by the length of the military leave, and is further subject to any other requirements of this Personnel Manual.

3. If the employee's position has been abolished or otherwise ceased to exist during the employee's absence, the employee will have the same rights and privileges as though he/she had occupied the position when it ceased to exist.

J. Other Rights and Benefits

As noted, military service is considered service with the City for retirement vesting and certain benefit accrual purposes. In addition, where applicable, reemployed service members will be credited with additional seniority, rights and benefits the member would have received if the

member had remained continuously employed. If a returning employee's health plan terminated while on military leave, no exclusion or waiting period will apply on reemployment unless such exclusion or waiting period would have applied had the coverage not been terminated as a result of the military service or as authorized by law.

K. Leave of Absence on Spouse's Return from Deployment (Mil. & Vet. Code § 395.10)

1. Eligibility Requirements

   a. During those periods of time that the City has twenty-five (25) or more employees, the City will provide unpaid leave to an employee whose spouse is on leave from deployment, if the employee meets all of the following conditions:

      i. The employee works an average of twenty (20) hours or more per week for the City; and

      ii. The employee's spouse is a member of the National Guard, United States Armed Forces, or Reserves, who is deployed during a period of military conflict and is on leave from a deployment to a combat theater or combat zone.

   b. "Period of Military Conflict" means either a declaration of war from the United States Congress or the calling up of reserve military units for active duty pursuant to 10 USC Sections 12301 and 12302, or Title 32 of the United States Code.

2. Length of leave: The maximum duration of leave shall be ten (10) days.

3. Purpose of leave: The leave must be while the employee's military spouse is on leave from deployment.

4. Procedures

   a. The employee must give notice of intent to take unpaid leave within two business days of being notified of his/her spouse's leave from deployment; and

   b. The employee must submit written documentation to the Personnel Manager, certifying that his/her spouse will be on leave from deployment.

VI. SPECIAL PROTECTION AGAINST DISCHARGE, EXCEPT FOR CAUSE

The returning veteran who meets the USERRA eligibility criteria (Section V, Subsection F of this Policy) may not be discharged, except for cause, within one year after reemployment, if the veteran's period of service was 181 days or more. If the period of service was 31-180 days, the period of special protection is 180 days. If the employee is discharged during the special protection period, the City must prove that the employee was discharged *for cause.* This special protection provision applies even if the employee was in an at-will or probationary status before leaving for

service. As used in this Policy, "cause" shall have the meaning set forth in Section (B), Causes for Disciplinary Action, of Rule XX, Disciplinary Action, of the Personnel Rules.

VII. DISCRIMINATION AND RETALIATION PROHIBITED

It is the intent of the City that discrimination, retaliation and acts of reprisal against persons who have served or are serving in the uniformed services, including those who apply to be a member of or to perform service, are prohibited, as provided in federal and state laws.

APPENDIX C

CITY OF HIGHLAND PAID SICK LEAVE POLICY FOR PART-TIME AND TEMPORARY EMPLOYEES

I. Purpose and Authority

This Policy is enacted pursuant to Rule XV (Employee Benefits), Section C.4.b of the Personnel Rules of the City of Highland in accordance with the Healthy Workplaces, Health Families Act of 2014 (Cal. Labor Code § 145 et seq.) (Assembly Bill 1522), as amended by Assembly Bill 304, Stat. of 2015 (collectively "the Act"). The provisions of the Act became operative on July 1, 2015. The Act provides that employee who work 30 or more days in a twelve-month period are entitled to paid sick leave to be accrued at a rate of no less than one hour for every 30 hours worked beginning on July 1, 2015, or the first day of employment, whichever comes later.

II. Applicability

A. This Policy applies to any person employed on a temporary basis by the City as a (i) seasonal employee; (ii) temporary/part-time employee; or (iii) contract employee, as designated by the City Manager or designee at time of hire, and who work 30 or more days in a twelve-month period, eligible pursuant to Section III.B of this Policy.

B. This Policy does not apply to any of the following positions in the City:

1. The City Manager and any other management employees;

2. Probationary or regular employees (either full-time or part-time) ;

3. Any employees covered under any memorandum of understanding between the City of Highland and any bargaining unit of the City that meets the requirements of Section 245.5(a)(1) or (20 of the California Labor Code ; or

4. Any employee of the City who is a recipient of a retirement allowance and employed without reinstatement into his/her respective retirement system pursuant to either Article 8 (commencing with Section 21220) of Chapter 12 of Part 3 of Division 5 of Title 2 of the Government Code, or Article 8 (commencing with Section 31680) of Chapter 3 of Part 3 of Division 4 of Title 3 of the Government Code.

C. In accordance with the Act, employees subject to this Policy shall be eligible to accrue and use paid sick leave for the employee's own health condition and for a family member's health condition, subject to the terms and conditions outlined in this Policy and as otherwise required by the Act.

III. Definitions

The following terms shall have the following meanings when used in this Policy, except as otherwise stated herein or in the City of Highland Personnel Rules:

A. "City" means the City of Highland.

B. "Department Director" means any person appointed or employed in a position to oversee, supervise, and manage a City department, including but expressly not limited to, the Building Official, City Clerk, Director of Administrative Services, Director of Community Development, and Director of Public Works/City Engineer. Also known as a "Department Head."

C. "Eligible Employee" or "Employee" means any employee listed in Section I.A of this Policy who is eligible for sick leave pursuant to this Policy, including any employee employed on an as-needed or temporary basis and who works less than twenty (20) hours per week, or less than one thousand (1,000) hours per year, and who may or may not have a regular schedule.

D. "Family Member" means an employee's child, spouse, registered domestic partner, sibling, parent, grandchild, or grandparent; a child, sibling, sibling, parent, grandchild or grandparent of the employee's spouse or registered domestic partner; or other members of the employee's family residing in the employee's home to whom the employee stands in loco parentis.

   1) "Child" means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parent; and this definition is applicable regardless of age or dependency status.

   2) "Domestic Partner" means a member of a domestic partnership, as that term is defined in Family Code section 297.

   3) "Parent" means a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

E. "Management employee" shall have the same meaning as "management employee" in Rule II of the Rules.

F. "Personnel Ordinance" means Ordinance No. 39, as codified in Highland Municipal Code Chapter 2.52 (Sections 2.52.010 et seq.), and as amended from time to time.

G. "Personnel Director" means the employee appointed by the City Manager to carry out the designated duties of the Personnel Director or Personnel Officer set forth in the Personnel Ordinance and/or the Rules.

H. "Rules" means the City of Highland Personnel Rules, as amended from time to time.

IV. Eligibility and Accrual.

A. Eligible employees shall start accruing Paid Sick Leave once they have completed thirty (30) days of service with the City. Such eligible employees will accrue one (1) hour of Paid Sick Leave per each thirty (30) hours worked starting upon date of hire, or July 1, 2015, whichever is later, up to a maximum of 3 (three) days or 24 hours per calendar year.

B. Eligible employees may use accrued Paid Sick Leave for uses defined by state statute or regulation as set forth in Section V of this Policy.

C. An employee may use available paid sick days beginning on the 90th day of employment. The City may lend Paid Sick Leave to an eligible employee in advance of accrual, with proper documentation required by this Policy and upon the approval of the City Manager or his/her designee, in the City Manager's/designee's sole discretion.

D. When an employee has been on sick leave, the City reserves the right to make any investigation of the illness it deems necessary, including, but not limited to requiring a doctor's certificate. All approvals of sick leave usage shall be made by the Department Director subject to the approval of the Personnel Director.

V. Allowable Uses of Paid Sick Leave

The City will allow use of Paid Sick Leave in accordance with the Act and its implementing state regulations, which currently include the following purposes:

A. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member;

B. For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in California Labor Code Section 230(c) and Section 230.1(a) including, but not limited to the following:

1) To take time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child.

2) To seek medical attention for injuries caused by crime or abuse.

3) To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse.

4) To obtain psychological counseling or mental health services related to an experience of crime or abuse.

5) To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

C. Any other use required by state law, as amended from time to time.

VI. PROCEDURES:

A. Paid Sick Leave is compensated based upon the eligible employee's normal hourly rate or an average of multiple rates, should the employee work in multiple pay classifications, for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment–Paid sick time for exempt employees shall be calculated in the same manner as the City calculates wages for other forms of paid leave time.

B. Eligible employees shall follow established department procedures for requesting sick leave. Reasonable advance notice, orally or in writing, shall be provided for foreseeable leave. For unforeseeable leave, the employee must notify their employer as soon as practicable. All requests for the use of Paid Sick Leave, whether foreseeable in advance or otherwise, shall be made and recorded using the approved leave request form. The approved leave form shall then be attached to the timesheet upon submission to the Payroll Division. In addition, the employee shall comply with the following requirements:

1) The employee shall notify the department not later than 30 minutes prior to the beginning of the employee's work shift that the employee will be absent due to illness.

2) The notification must be left with the employee's immediate supervisor, or if the supervisor is not available, with the Department Director. A message left on an answering machine or a text message to either the employee's immediate supervisor or the Department Manager does not constitute notification of the department unless specifically authorized in advance by the Department Director in writing.

C. Employees will only be eligible to receive paid sick time for the number of hours they would have worked during their scheduled shift. For example, if the employee was scheduled for a four hour shift, they will be compensated with four hours of paid sick time only.

D. The City limits the use of paid sick days to 24 hours or three days in each calendar year. See also Section VI.I regarding accrual, below.

E. Paid Sick Leave hours shall be recorded on an employee's timesheet in the pay period in which the absence occurs and shall be recorded to reflect the day of the absence.

F. Eligible employees must use sick leave in at least one-quarter (.25) hour increments.

G. The employee shall not be required, as a condition of using paid sick days, to search for or find a replacement worker to cover the days during which that employee uses Paid Sick Leave.

H. The amount of accrued leave per pay period shall be recorded on the eligible employee's payroll stub each pay period.

I. Accrued paid sick days shall carry over to the following year of employment subject to the following provisions. The City limits an eligible employee's use of accrued paid sick days to 24 hours or three days in each calendar year. An employee's accrual of paid sick leave shall not exceed a total of 48 hours or 6 days.

VII. Non-Retaliation Policy

Employees shall not be denied the use of accrued Paid Sick Leave, shall be free from discharge, threats of discharge, demotion, or suspension, and shall not be subjected to discrimination or retaliation for exercising their right to use accrued Paid Sick Leave, attempting to use Paid Sick Leave, filing a complaint with the California Department of Industrial Relations, alleging a violation of the Act, cooperating in an investigation or prosecution of an alleged violation of the Act, or opposing any policy or practice or act that is prohibited by the Act.

VIII. Termination Procedures; Reinstatement Upon Rehire

A. Paid Sick Leave has no cash value upon separation. The City shall not compensate any temporary/part-time employee for accrued, unused paid sick days upon termination, resignation, retirement, or other separation from employment.

B. The City shall maintain a record of the employee's balance of accrued Paid Sick Leave at separation. To the extent required by state law, if an employee separates from the City and is rehired by the City within one year from the date of separation, previously accrued and unused paid sick days shall be reinstated; and the employee shall be entitled to use those previously accrued and unused paid sick days and to accrue additional paid sick days upon rehiring, up to a maximum of 48 hours or 6 days.

IX. Reservation of Rights

The City reserves the right to modify this policy to the extent the legal obligations under the Act are further modified or clarified by the Legislature, a Court, or other regulatory body.

Attachment #2

LEGISLATIVE HISTORY

(additions shaded; deletions marked by ~~strikeouts~~)

EXHIBIT "A" RESOLUTION NO. 2021-XX

CITY OF HIGHLAND

PERSONNEL RULES & REGULATIONS

Adopted _____, 2021, Resolution No. 2021-XX,
amending and superseding all prior resolutions

PERSONNEL RULES AND REGULATIONS

I. AUTHORITY AND PURPOSE

A. These Personnel Rules and Regulations (the "Personnel Rules" or "Rules") are adopted pursuant to City of Highland Ordinance No. 39, as codified in Chapter 2.52 of the Highland Municipal Code (Sections 2.52.010 et seq.), (hereinafter the "Personnel Ordinance") and establish specific procedures and regulations governing the personnel system of the City. These Competitive Services Rules apply to all City employees except as specifically set forth herein.

B. City Council Authority. In accordance with the Personnel Ordinance and state law, the City Council has the duty and authority to appoint, remove, promote, demote, control, order and give directions to the City Manager, City Attorney (including any Assistant City Attorney or Deputy City Attorney), City Treasurer and such other officers and employees as designated by City ordinance or law from time to time.

C. City Manager Authority. In accordance with the Personnel Ordinance, or as otherwise provided in state law, the City Manager has the duty and authority to control, order and give directions to all department heads and to subordinate officers and employees of the City under his/her jurisdiction through their department heads, and further has the duty to appoint, remove, promote and demote any and all officers and employees of the city, except the City Attorney and City Treasurer. The City Manager may delegate his/her authority in accordance with these Rules.

1. The City Manager shall appoint the Personnel ~~Officer~~ Director and the Appointing Authority, except where the City Manager serves as the Appointing Authority, or the Appointing Authority is the City Council or any individual, body, committee, subcommittee, or board appointed by the City Council, as those terms are used in these Rules. The City Council designates the Personnel Subcommittee of the City Council as the alternate authority to perform the functions of the City Manager pursuant to these Rules, when, in the opinion of the City Manager or at the direction of the City Council, good cause exists for an alternate authority to hear appeals or make final decisions as to a particular employee or employees. The affected employee shall be notified by the City Manager in writing of the City Manager's or the City Council's designation of the alternate authority to perform the functions of the City Manager pursuant to these Rules, and the reasons for the alternate designation. The notice of designation shall be placed in the employee's personnel file. The employee may appeal the designation to the City Council.

D. Administrative Policies and Procedures. Pursuant to the Personnel Ordinance ~~No. 39~~, the City Manager or other ~~the~~ Appointing Authority has the authority to issue administrative policies and procedures to implement or supplement these Rules. Department Heads, with the concurrence of the Appointing Authority, may issue department rules to implement or supplement these Rules within department(s) or other work groups under their control. In the event that such other administrative policies, procedures or department rules conflict or are inconsistent with these Rules, the provisions of these Rules shall control.

E. Conflict with Collective Bargaining Agreements. Whenever an applicable memorandum of understanding expressly preempts a section or identified portion of a section in these Rules, the memorandum of understanding will prevail once accepted by the bargaining group

and approved by the City Council. All provisions of these Rules that are not in conflict will remain in force.

F. Severability. Should any provision of these Rules be rendered illegal, unenforceable or invalid, in whole or in part, the remaining provisions or parts of these Rules will remain in full force and effect.

G. Emergency Situations. In cases of emergency, the City Manager may temporarily change, suspend or otherwise modify these Rules. Such emergency change shall be limited to the timer period and subjects necessitated by the emergency. Any emergency change to be adopted permanently may be implemented on a temporary basis under this paragraph until such time as it may be adopted as a formal amendment by the City Council.

H. Collective Bargaining. ~~It is intended that t~~These Rules ~~will be~~ are adopted, amended and administered in compliance with the Meyers-Milias-Brown Act, commencing at California Government Code §3500 (the "MMBA"). The City Council, the City Manager, the Personnel Director and the Appointing Authority shall endeavor to interpret and apply these Rules in a manner consistent with the MMBA and may delay or decline to take any action that would violate the MMBA. Nothing in these Rules is intended to establish any new labor relations requirement or to change or expand any labor relations requirement beyond that required by state or federal law.

I. At-Will Employment Status: All department heads and other management employees, and all City officers are employed in an at-will status and serve at the pleasure of the Appointing Authority, and do not have any property interest in his/her employment or office with the City. This means that either the employee (or officer) or the City may end the employment relationship or appointment at any time, with or without cause, with or without prior notice, and without any right of review, appeal or grievance.

1. At-Will Positions. As provided in the Personnel Ordinance, the following positions are at-will positions, and all persons retained or employed in any of these positions are at-will employees who serve at the pleasure of the Appointing Authority:

a. The City Manager (subject to the terms of employment contract, if any) and any assistants to the City Manager;

b. All department heads (also known as directors) and managers;

c. All persons not regularly employed in permanent positions in the competitive service, as defined in the Personnel Ordinance and these Rules, including but not limited to, all probationary employees;

d. All persons employed in positions designated as seasonal, emergency or temporary/part-time;

e. All persons employed under a contract to supply expert, professional, technical or any other services;

f. Emergency employees hired to meet the immediate requirements of an emergency condition, such as extraordinary fire, flood, or earthquake which threatens life or property;

g. Any employee employed in a position primarily funded under a state or federal program; and

h. Any other position not otherwise designated as a regular position in the City's competitive service, as defined in the Personnel Ordinance or these Rules.

In the event that there is any conflict between these Personnel Rules and the Personnel Ordinance with regard to designation of at-will status, the provisions of the Personnel Ordinance shall control.

2. No Right of Appeal, Pre-Discipline or Grievance. At-will employees may be terminated from the City at any time with or without cause and shall not have any rights to any pre- or post-disciplinary due process or evidentiary appeal, review, or grievance under these Rules, including but not limited to Rule XX (Disciplinary Action) and Rule XXIII (Grievance Procedure). The imposition of discipline, the issuance of a performance evaluation or rating, or the implementation of any employment action against or with regard to any at-will employee (including but expressly not limited to, the granting of a promotion or demotion to another at-will position, the assignment or granting of any compensation rate, a reduction in pay, or any merit advancement, and/or the imposition or completion of any probationary period or review period) shall not modify or remove the at-will status of any such employee.

3. Except as otherwise expressly provided in these Rules, or by separate resolution of the City Council, these Rules shall not apply to at-will employees.

J.. Independent contractors and volunteers are not employees of the City and are not included in the competitive service.

K. At-will employees are not included in the competitive service. Notwithstanding their exclusion from the competitive service, the following Rules shall apply to at-will employees as indicated:

1. Rule I (Authority and Purpose), Rule II Definitions), and Rule III (General Provisions- Sections (A) through (K), inclusive) shall apply to the City Manager, management employees and all other at-will employees.

2. Rule IV (Classification) shall apply to probationary employees.

3. Rule V (Recruitment, Selection and Appointment, Sections (A) through (K), inclusive), shall apply to probationary employees. These provisions shall apply to other categories of at-will employees when deemed appropriate by the City Council or City Manager.

4. Rule VI (Examinations) shall apply to probationary employees. These provisions shall apply to other categories of at-will employees when deemed appropriate by the City Council or City Manager.

6. Rule VIII (Method of Filling Vacancies) shall apply to probationary employees. These provisions shall apply to other categories of at-will employees when deemed appropriate by the City Council or City Manager.

7. Rule XI (Temporary Employment), shall apply to management employees, temporary/part-time employees, seasonal employees, other temporary employees, and emergency employees. when deemed appropriate by the City Council or City Manager.

8. Rule XIII (Compensation and Payroll Practices -- Sections (A) through (K), inclusive) shall apply to probationary employees, temporary/part-time employees, seasonal employees, other temporary employees, emergency employees, the City Manager and other management employees in accordance with the terms. conditions and eligibility requirements as set forth in each provision.

9. Rule XIV (Work Week, Work Schedules, Overtime and Compensatory Time), shall apply to at-will employees, subject to the terms, conditions and eligibility requirements as set forth in each provision.

10. Rule XV (Employee Benefits) (including but expressly not limited to, sick leave, family care and medical leave, pregnancy disability leave, and state workers' compensation) shall apply to at-will employees, , to the extent such employees meet the terms, conditions and eligibility requirements for an employee benefit.

11. Rule XVI (Attendance, Leaves, Reports and Records) (including but expressly not limited to, attendance, military leave, leave of absence without pay, jury duty/court leave, school leave, leave and reasonable accommodation for victims, ADA disability accommodation, and fitness for duty) shall apply to at-will employees, subject to the terms, conditions and eligibility requirements for such leave or other provisions.

12. Rule XVIII (Personnel Records) shall apply to at-will employees.

13. Rule XIX (Separation from City Employment) shall apply to at-will employees as specified according to the terms, provisions and conditions therein.

14. Rule XXI (Layoff Policy and Procedure -- Sections (A) through (H), inclusive), shall apply to at-will employees, as specified according to the terms, provisions and conditions therein.

15. Rule XXII (Separation from Service) shall apply to at-will employees, as specified according to the terms, provisions and conditions therein.

16. Rule XXIV: Anti-Harassment Policy -- Sections (A) through (C) inclusive, shall apply to all at-will employees.

17. Rule XXV: Policy Against Workplace Violence -- Sections (A) through (F), inclusive, shall apply to all at-will employees.

18. Rule XXVI: Policy Against Abusive Conduct -- Sections (A) through (D), inclusive, shall apply to all at-will employees.

19. Rule XXVII: Drug-Free Workplace Policy -- Sections (A) through (E), and (F), shall apply to all at-will employees.

20. Rule XXIX: Management Rights, shall apply to all at-will employees.

K. Prior Rules Superseded. In the event that the terms and provisions of these Rules are inconsistent or in conflict with the terms and provisions of any prior City personnel policy and procedures, resolutions or rules and regulations governing the same subject, the terms of these Personnel Rules and Regulations shall prevail and such inconsistent or conflicting provisions or personnel resolutions or rules and regulations are hereby repealed.

L. Precedence of Personnel Ordinance. In the event of any conflict or inconsistency between any provision of these Personnel Rules and the terms and provisions of the Personnel Ordinance, the provisions of the Personnel Ordinance shall prevail. ~~The policies, rules and regulations stated in this document that are inconsistent with at-will employment, such as but not limited to disciplinary procedures and reduction in force rules, shall not apply to at-will employees, and except as otherwise expressly provided in these Rules, these Personnel Rules shall not apply to at-will employees.~~

M. Rules Not a Contract. City employment is governed by the Personnel Ordinance, and federal and state law. These Rules are not intended to and do not create any contract of employment, express or implied, or any rights in the nature of a contract. The City has the right to modify, amend or delete any provision of these Rules at any time, in the City's sole discretion.

N. No Vested Rights; Amendments. No provision, term or condition of these Personnel Rules provide any employee with any vested right of any kind. The City Council reserves the right to modify, amend and/or delete provisions of these Personnel Rules at any time.

II. DEFINITIONS

The terms used in these Rules shall have the following meanings:

~~A.~~ "ADVANCEMENT": A salary increase within the limits of a pay range established for a class.

~~B.~~ "ALLOCATION": The assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.

~~C.~~ "APPOINTING AUTHORITY": The City Manager or such other officers of the city who, in their individual capacities, or as a board, commission, or city council, have the final authority to make the appointment to the position to be filled.

1. City Council. The City Council serves as the appointing authority for the positions of City Manager, City Attorney (including any Assistant City Attorney or Deputy City

Attorney), City Treasurer, and any other position for which appointment power is vested in the City Council pursuant to City ordinance or state or federal law.

2. City Manager. Except as otherwise provided in the Personnel Ordinance or these Rules, the City Manager serves as the appointing authority for all heads of divisions, all departments other management positions (including but expressly not limited to, Director of Public Works/City Engineer, Director of Community Development, City Clerk, Director of Administrative Services, Finance Officer, Building Official, Public Works Manager, Public Services Manager, Administrative Services Manager, and such additional management positions as may be created from time to time by resolution of the City Council~~)~~, and all subordinate officers and employees of the City under his/her jurisdiction through their Department Heads. Appointment to full-time regular, part-time regular and temporary positions shall be made by the City Manager with the recommendation of the Department Directors as appropriate.

"AT-WILL EMPLOYEE" or "AT-WILL STATUS": An employee who serves at the pleasure of the Appointing Authority, who may be rejected or terminated at any time by the Appointing Authority with or without cause, and who has no right to any pre- or post-disciplinary due process or right to an evidentiary appeal, review or grievance under these Rules, including but not limited to Rule XX (Disciplinary Action) and Rule XXII (Grievance Procedure). In accordance with the Personnel Ordinance, "at-will employee" includes all directors, managers and other management employees, including but expressly not limited to, all persons holding any position listed in Rule I.I.1 of these Rules.

"CITY OFFICIAL": Elected officials, City Manager, City Attorney, Finance Officer, and/or other City Council-appointed officials in the division or department in which the appointed official serves.

~~D.~~"CLASS" or "CLASSIFICATION": All positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title in the application with equity of common standards of selection, transfer, demotion and salary.

"COMPENSATION" OR "PAY": Rates of pay which have been established for the respective classes of work set forth in the compensation plan or other schedule approved by the City Council.

~~E.~~"COMPETITIVE SERVICE": All positions of employment in the service of the ~~e~~City except those excluded by the ~~p~~Personnel ~~o~~Ordinance and listed below (Excluded Positions). The competitive service is sometimes referred to as the classified service.

~~F.~~"DAYS": ~~Means e~~Calendar days unless otherwise specified. When any action to be taken or deadline falls on a Saturday, Sunday or any other day the City's offices are not open to transact normal business, such action may be taken on and the deadline will be extended to the next weekday during which the City's offices are open to transact normal business.

~~G.~~——"DEMOTION": The voluntary or involuntary reduction of an employee who has completed probation from a position in one classification to a position in another classification having a lower maximum base rate of pay.

~~.~~——"DEPARTMENT": An organizational unit in a Division of the City, which is under the immediate charge of a manager or other Department Head who reports directly to a Director or the City Manager.

~~.~~——"DEPARTMENT HEAD": An exempt management employee appointed by the City Manager to oversee, supervise, and manage a Department within a Division, and who reports directly to a Director or the City Manager; and includes the City Clerk, Building Official, Public Works Manager, Public Services Manager, Administrative Services Manager, and such other management positions that may be created from time to time.

"DIRECTOR": A management employee who is appointed by the City Manager to oversee, supervise and manage a Division and any departments in that Division; and which include the Director of Administrative Services; Director of public Works/City Engineer; Director of Community Development; and such other director positions that may be created from time to time.

~~E.~~——"DISCHARGE" or "DISMISSAL": The involuntary termination of an employee by the City.

~~H.~~——"DISCIPLINARY ACTION": Counseling, oral or written reprimand, discharge, demotion, reduction in pay, or suspension of a regular employee for punitive reasons and not for any non-punitive reasons.

~~N.~~——"DOMESTIC PARTNERSHIP": A relationship as defined under California Family Code Section 297, as amended from time to time.

~~I.~~——"ELIGIBLE": An individual satisfactorily completing the examination process for a classification and on an employment list, available for an appointment to a position in the competitive service.

~~J.~~——"EMPLOYEE": An individual compensated through the City payroll and legally ~~occupying~~ employed in a position within a classification in the competitive service. This term excludes independent and outside contractors and volunteers, and members of appointive boards, commissions, and committees and other governmental agencies.

~~K.~~—— "EMPLOYMENT LIST":

1. Open Employment List: A list of names of persons who have taken an open-competitive examination for a class in the competitive service and have qualified.

2. Promotional Employment List: A list of names of persons who have taken a promotional examination for a class in the competitive service and have qualified.

~~L.~~——"EXAMINATION":

1. Open-competitive Examination: An examination for a particular class which is open to all persons meeting the qualifications for the class.

2. Promotional Examination: An examination for a particular class which is open only to employees meeting the qualifications for the class.

3. Continuous Examination: An open examination which is administered periodically and as a result of which names are placed on an employment list, in order of final scores, for a period of not more than one (1) year.

~~S.~~ "EXCLUDED POSITION": Pursuant to the Personnel Ordinance, the positions and the persons serving in those positions that are at-will and excluded from the competitive service, including but not limited to the following:

1. Elective Officers;

2. The City Manager and assistants to the City Manager;

3. Members of appointive boards, commissions, committees, and agencies ;

4. Directors, department heads and other managers;

5. Persons performing technical, expert, consulting, professional and/or other services under contract for such services ;

5. Volunteer personnel, such as disaster and other workers performing voluntary services ;

6. Emergency employees, part-time/temporary employees and seasonal employees ;

7. All Council-appointed City officers ;

8. Any other position not otherwise designated as a regular position in the City's competitive service, as defined in the Personnel Ordinance or these Rules ;

9. Any position primarily funded under a state or federal employment program ; and

10. Persons appointed to excluded positions created in the future.

"FLSA EMPLOYEES": Employees who are entitled to overtime pay and/or compensatory time off in accordance with the FLSA.

~~M.~~ "FLSA-EXEMPT EMPLOYEES": ~~The City has determined that various executive, administrative and professional employees are exempt from the overtime requirements of the Fair Labor Standards Act ("FLSA"). Employees in the following job classifications are considered exempt: City Manager, Assistant City Manager, Administrative Analyst, City Clerk, Community Development Director, City Planner, Building Official, Finance Officer, Public Works Director/City Engineer, Engineering Manager, Public Works Manager, Director of Administrative Services~~. An employee whose duties and salary exempt him/her from the overtime

pay provisions of the federal Fair Labor Standards Act ("FLSA"). Such employees are generally employees in executive, administrative, or professional positions.

~~U. "IMMEDIATE FAMILY": An employee's spouse, mother, father, brother, sister, half-brother or sister, children, step-children, grandparents, grandchildren, mother/father-in-law, son or daughter-in-law, brother or sister-in-law, foster children or legal wards and legal guardians, domestic partner and same relatives listed of a domestic partner.~~

"JOB DESCRIPTION": A written description consisting of a title, a general statement of the level of work and the distinguishing features of work, examples of duties and the desirable qualifications.

~~N.~~ "LAYOFF": The involuntary non-disciplinary separation of employees from the active work force due to lack of work or funds, or to the abolition of positions by the City Council for the above reasons or due to organization changes.

"LEAVE OF ABSENCE": An approved type of absence from work as provided for by these Rules.

"MANAGEMENT EMPLOYEE": An employee holding a position designated as a management position, such as directors and managers, and including but not limited to, the following positions: the City Manager, Building Official, City Clerk, Director of Administrative Services, Director of Community Development, Director of Public Works/City Engineer, Finance Officer, Administrative Services Manager, Assistant Community Development Director, Assistant Public Works Director, Public Services Manager, Public Works Manager, and such other positions as may be created by the City Council from time to time and designated as management positions.

~~O.~~ "PERSONNEL DIRECTOR": The employee appointed by the City Manager to carry out the designated duties of the Personnel Director or Personnel Officer set forth ~~herein~~ in the Personnel Ordinance and/or these Rules.

~~P.~~ "PERSONNEL ORDINANCE": Ordinance No. 39, which createsd a personnel system for the City, as codified in Chapter 2.52 of the Highland Municipal Code (Sections 2.52.010 et seq.), and as amended from time to time.

~~Q.~~ "POSITION": A combination of duties and responsibilities in the competitive service requiring the full-time or part-time employment of one person.

"PROBATIONER" or "PROBATIONARY EMPLOYEE": An employee in a position in the competitive service who serves a probationary period at either the outset of initial employment or at the outset of a promotion to a higher classification, as follows.

1. Initial-hire probationary employee: An employee in the competitive service who (a) has not previously been employed by the City, or (b) has previously been employed by the City but who is re-employed after a break in service. An initial-hire probationary employee is an at-will employee who serves at the pleasure of the Appointing Authority, has no property right in continued employment, and may be rejected at any time during the probationary period with or

without cause, and has no right to any pre- or post-disciplinary due process, evidentiary appeal, review or grievance pursuant to these Rules.

2. Promotional probationary employee: An employee in the competitive service who has been promoted to a higher job classification requiring different skills. A promotional probationary employee serves in an at-will status in his/her promotional position, and may be rejected from that promotional position at any time during the promotional probationary period with or without cause, and has no right to any pre- or post-disciplinary due process, evidentiary appeal, review or grievance pursuant to these Rules with respect to disciplinary action or rejection from his/her promotional probationary position. Any other disciplinary action of such employee shall be subject to Rule XX (Disciplinary Action).

~~R.~~ "PROBATIONARY PERIOD": A working test period ~~to be~~ of time ~~considered~~ that is an integral part of the examination, recruiting, testing and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed, including an initial hire probationary employee or a promotional probationary employee, and during which the employee serves in an at-will status and may be terminated at any time without prior notice or cause or right of appeal or grievance.

~~S.~~ "PROMOTION": The movement of an employee from one class to another class having a higher maximum base rate of pay.

~~T.~~ "PROVISIONAL APPOINTMENT": The appointment of a person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of available eligibles. In no instance shall a provisional appointment exceed six (6) months.

"REDUCTION IN PAY" or "REDUCTION IN SALARY": A compensation decrease within the limits of the pay range established for a class.

~~U.~~ "REGULAR EMPLOYEE": An employee in the competitive service who has successfully completed the designated probationary period and is employed full-time or part-time ~~has been retained~~ in a regular position as hereafter provided in the Personnel Ordinance and these ~~rules~~ Rules.

~~V.~~ "REINSTATEMENT": The restoration without examination of a former regular employee or probationary employee to a classification in which the employee formerly served as a regular employee.

"REJECTION": The termination or separation of a probationary employee from City employment or the assignment of a promotional probationary employee to his/her former classification in the competitive service during the probationary period. Rejection during probation is not a disciplinary action, may be undertaken with or without cause, and is not subject to pre- or post-disciplinary due process or right to an evidentiary appeal, review, or grievance under these Rules, including but not limited to Rule XX (Disciplinary Action) and Rule XXIII (Grievance Procedure).

~~W.~~ "RELIEF OF DUTY": The temporary assignment for non-disciplinary reasons of

an employee to a status of leave with pay.

"SEASONAL EMPLOYEE": A temporary/part-time employee appointed in the same manner and subject to the same procedure as a regular employee except that a seasonal employee is an at-will employee who will be laid off prior to or at the close of the season for which he/she has been appointed, or who may otherwise terminated at any time with or without cause and have no right to any pre- or post-disciplinary due process or right to an evidentiary appeal, review or grievance under these Rules, including but not limited to Rule XX (Disciplinary Action) and Rule XXIII (Grievance Procedure), and are not eligible for any benefits or leave.

"SENIORITY": Except as otherwise provided in these Rules, the status acquired by an employee based on his/her total cumulative time served in the City service upon the effective date of a layoff. Seniority includes all periods of attendance at work, approved leaves of absence, time spent on military leave and any other period required by law to be included in seniority. Seniority does not include unauthorized absences, time spent between employment with the City, suspensions, layoffs or any time when the employee was not actively engaged at work.

"SEPARATION" The voluntary or involuntary separation or termination of an employee from City service because of death, discharge, rejection while a probationary employee, layoff, job abandonment, resignation or retirement.

~~X.~~ "SUSPENSION": The involuntary temporary separation from service of an employee without pay for disciplinary reasons.

~~Y.~~ "TEMPORARY/PART-TIME EMPLOYEE": An employee employed to fill a position on a temporary, irregular, seasonal or contingent~~on an asneeded~~ basis, and who works less than twenty (20) hours per week, or less than one thousand (1,000) hours per year, and who may or may not have a regular schedule. Temporary/part-time employees do not qualify for benefits or leave ~~and~~ except as required by state or federal law. Temporary/part-time employees are not part of the competitive service, and are at-will employees who may be terminated at any time by the ~~department head~~ Appointing Authority ~~upon notification~~ with or without cause and have no right to pre- or post-disciplinary due process or right to an evidentiary appeal, review, or grievance under these Rules, including but not limited to Rule XX (Disciplinary Action) and Rule XXIII (Grievance Procedure). All part-time employees are temporary/part-time employees except regular part-time employees.

~~Z.~~ "TRANSFER": The movement of an employee from one position to another position in the same class or from one class to another class that has the same maximum rate of base pay.

"VACANCY": An authorized and budgeted position that is not occupied by an employee having either a probationary or regular appointment to the position.

"WORKING DAYS": Any day included in an employee's work schedule as approved by the Director. The days of the week and hours may vary per employee.

III. GENERAL PROVISIONS

A. FAIR EMPLOYMENT PRACTICES

Any technique or procedure used in recruitment and selection of employees shall be designed to measure only the job related qualifications of applicants. No recruitment or selection technique shall be used which, in the opinion of the Personnel Director, or as required by state or federal law, is not justifiably linked to successful job performance.

B.. EQUAL EMPLOYMENT OPPORTUNITY

The City ~~maintains a policy of non-discrimination with respect to~~ provides equal employment opportunities for all ~~current~~ qualified employees ~~as well as~~ and applicants for employment as to all terms of employment, including hiring, compensation, training, promotion, transfer, discipline, discharge and/or other separation. The City does not discriminate, and prohibits discrimination, on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions) or gender, sexual orientation, gender identity or gender expression, age, national or ethnic origin, citizenship, ancestry, physical disability, mental disability, medical condition, family care status, veteran or military status, marital status, or any other basis protected by federal, state, or local law or ordinance or regulation (referred to as "protected status"). The City also makes reasonable accommodations that do not impose undue hardship on the conduct of City business for protected applicants and employees who seek such accommodations because of a qualified physical or mental disability. Harassment or retaliation based on any protected status is also prohibited. All ~~Aspects~~ aspects of employment will be governed on the basis of merit, competence and qualifications.~~, and will not be influenced in any manner by race, color, religion, sex, age, national origin, disability, veteran status, marital status, political opinion or political affiliation~~.

Employees, applicants and volunteers with questions or concerns about any type of discrimination, harassment or retaliation in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, the Personnel Director, a human resources officer, or any other supervisor, manager or Director with whom the employee feels comfortable. Employees, applicants and volunteers can raise concerns and make reports without fear of reprisal. Complaints may be made and will be handled using the procedures outlined in the Anti-Harassment Policy (Rule XXIV), or by contacting the U.S. Equal Employment Opportunity Commission or the California Department of Fair Employment and Housing. Anyone found to be engaging in any type of unlawful discrimination, harassment or retaliation is subject to disciplinary action, up to and including discharge from employment.

C. DISABILITY ACCOMMODATION

The City is committed to complying fully with the Americans with Disabilities Act ("ADA") and the California Fair Employment and Housing Act ("FEHA"), and to ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Hiring procedures are designed to provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the essential functions of the position.

Reasonable accommodations for qualified individuals with known disabilities will be made unless doing so would be an undue hardship to the City or the employee or applicant poses a direct threat to himself or herself or others. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. Leave of all types will be available to all employees on an equal basis.

The City is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. The City will follow the FEHA or any other state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. The City is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA, FEHA and all other applicable federal, state, and local laws.

~~C.~~D. OUTSIDE EMPLOYMENT

1. Employees may be allowed to work in off-duty jobs only if such secondary employment meets these requirements:

a. ~~Such~~ The outside employment does not conflict with the interest of the City, or carry over into the employee's regular duties; and

b. ~~Such~~ The outside employment does not adversely affect the employee's ability to perform City duties.

2. "Outside employment" shall include work pursued in a self-employed capacity.

3. Before accepting outside employment, the employee must first advise the City Manager in writing of his/her intent, and receive written permission from the City Manager. The written request shall include: the work hours and/or time required; job title or the nature of the activity; the work location; and the supervisor, manager and name of the employer or activity. The employee must promptly report in writing to the City Manager any changes to the aforementioned information. Any outside employment authorization is valid only up to one year. Should the employee continue the outside employment, activity, or enterprise for a longer duration, he/she must make another request following the process herein.

~~1. Should any employee accept outside employment which violates any of the requirements set forth in Paragraph 1 above, said violation is cause for discipline up to and including termination.~~

~~5.~~4. ~~Employment while on leave.~~ Employees are prohibited from engaging in outside employment while on any type of leave where such employment is or may be inconsistent with the leave or the terms of the leave approval.

~~6.~~5. Employees are prohibited from engaging in outside employment which involves the use of City time, facilities, equipment, vehicles, supplies, City offices or buildings or other City personal or real property, or any other City resources. ~~for private gain or advantage.~~

6. Employees are prohibited from engaging in outside employment during their working hours for the City.

7. Employees are prohibited from engaging in outside employment which involves hours of work or the exertion of effort which would or could be reasonably expected to reduce the quality or quantity of the employee's services to the City.

8. Employees are prohibited from engaging in outside employment where a conflict of interest or the appearance of a conflict arises. Examples of this could include, but are not limited to, outside employment that:

a. Is either directly or indirectly connected with the employee's official duties, including but not limited to: doing business with persons contacted in the course of his/her official duties, engaging in activities where the employee or his/her associate may be benefitted by this official position, or doing business which may influence the employee or other employees in the performance of their official duties.

b. Involves advisory or consulting services which could be reasonably expected to conflict with the City's interests.

c. Involves financial interest in any contract, sale, or transaction to which the City is a party, or which significantly impacts the City.

d, Involves the employees' performance of an act in other than his/her capacity as a City employee which may later be subject directly or indirectly to the control, inspection, review, approval, audit or enforcement of the City or any of its employees.

e. Involves use of the City's prestige or influence, ~~or~~ a City badge or uniform, or an employee's title as a City employee.

f. Involves the employee's receipt or acceptance of any money or other consideration from anyone other than the City for the performance of an act which the employee~~, of not performing such act,~~ would be required or expected to render in the regular course or hours of his/her City employment or as part of his/her duties as a City employee.

g, Involves the use of disclosure of confidential information produced, obtained or learned in the course of his/her employment with the City.

9. If the Personnel Director determines that an employee's outside employment creates a conflict of interest or potential conflict of interest with his/her City

employment or interferes in any other way with his/her ability to meet City requirements, the Personnel Director will provide written notification to the employee that he/she will be dismissed from employment with the City unless the employee terminates the outside employment. The notice and appeal provisions of ~~these Rules~~ Rule XX (Disciplinary Action) shall apply to employees subject to this Rule, as appropriate, regarding ~~.apply to~~ this determination.

10. The acceptance or performance of outside employment in violation of any of the requirements set forth in this Section D is cause for discipline up to and including discharge from employment.

~~D.~~E. NEPOTISM - EMPLOYMENT OF RELATIVES, SPOUSES OR DOMESTIC PARTNERS

1. Policy. The City regulates the employment and placement of relatives, spouses, and domestic partners so as to avoid conflicts of interest and to promote safety, security, supervision, and morale. The ~~following~~ provisions of this Section shall govern the employment of the immediate family of any official or employee of the City~~:~~.

2. Definitions. For purposes of this Section, the following terms have the following meanings.

a. "Relative" means child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.

b. "Spouse" means one of two persons to a marriage, or two people who are registered domestic partners.

c. "Supervisorial relationship" means a relationship in which one person exercises the right to control, direct, reward or punish another person by virtue of the duties and responsibilities assigned to his/her position.

3. Employment of Relatives ~~Family Members~~ of City Officials. Relatives of City officials shall not become employed by the City during the official's term. For this provision, "City officials" means the City Manager, elected officials, or Council-appointed officials in the area/department in which the appointed official is serving.

4. Employment of Relatives of City Employees. The City will not appoint, promote, or transfer a person ~~No person shall be appointed or promoted~~ to a position in ~~any~~ the same department, division or facility in which such person's relative already holds a position, ~~when~~ if such employment would result in any of the following:

a. A direct or indirect supervisor-subordinate relationship~~.~~;

b. The two employees having job duties which require performance of shared duties on the same or related work assignment~~.~~;

c. Both employees having the same immediate supervisor~~.~~; or

d. A potential for creating an adverse impact on supervision, safety, security, morale or efficiency.

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

a. One spouse or domestic partner being under the direct supervision of the other spouse or domestic partner; or

b, Potential conflicts of interest or hazards for married persons or those in domestic partnership which are greater than for those who are not married or in domestic partnerships.

6. Marriage or Domestic Partnership After Employment.

a. Transfer. If a City employee marries another person employed by the City within the same department, division, or facility, both employees shall be allowed to retain their respective positions provided that a direct or indirect supervisorial relationship does not exist at the time of marriage between the two positions. During the period of employment, no direct or indirect supervisory position shall exist between the two employees. ~~For the purpose of this Section, a supervisorial relationship shall be defined as one in which one person exercises the right to control, direct, reward or punish another person by virtue of the duties and responsibilities assigned to his or her position.~~ The City Manager has discretion to transfer one of the employees to a similar position in another department, division or facility. Although the wishes of the two employees will be considered, the City Manager retains sole discretion to determine which employee will be transferred based upon City needs for supervision, safety, security or morale. Any such transfer that results in a reduction in pay is not disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary due process, appeal hearing, review or grievance.

b. Separation. If continuing employment of both employees, who work in the same department, division or facility, and who later become spouses or domestic partners, cannot be accommodated in a manner the City Manager finds to be consistent with the City's interest in the promotion of supervision, safety, security, or morale, then the City Manager retains sole discretion to separate one employee from City employment. Absent the resignation of one employee, the less senior employee will be separated. Any such separation is not considered to be disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process, review, hearing, or grievance.

~~2. If two (2) employees marry or become related, and the potential problems scenarios noted above exist, only one (1) of the employees will be permitted to stay with the City unless reasonable accommodations can be made to eliminate the potential problems. The decision as to which relative will remain with the City must be made by the two (2) employees within sixty (60) calendar days. If no decision has been made during this time, and if continuing employment of two (2) spouses cannot be accommodated consistent with the City's interest in promotion of safety, security, morale and efficiency, then the City~~

~~retains sole discretion to separate one (1) spouse from City employment. Absent resignation by one (1) affected spouse, the less senior of the involved spouses will be subject to separation and the same shall not constitute discipline and shall not be subject to any administrative appeal.~~

~~3. The City also retains the right to refuse to place or retain both spouses in the same department, division or facility where such has the potential for creating adverse impact on supervision, safety, security or morale or involves potential conflicts of interest.~~

~~4. For purposes of this Section, "relative" means spouse, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law.~~

7. Waiver of Restrictions. The City Manager may waive the restriction set forth in paragraphs 3, ~~and~~ 4, 5 and/or 6, above, if the affected Department Head and the Appointing Authority determine that, because of the nature of the department, division or facility and the work assignments in question, the members of the immediate family would have minimal job-related contact with one another and neither would be placed in such a position as to supervise or evaluate the other.

~~E.~~F. USE OF COMPUTER SYSTEMS AND OTHER TECHNOLOGY RESOURCES

1. Policy. ~~Computer usage, including but not limited to, the Internet and E-mail are to shall be used only for official business purposes. E-mail and files on the City's computers are neither privileged nor subject to privacy. The City may monitor an employee's e-mail messages, internet usage, or files as deemed appropriate to assure that computer usage relates to official business, and that the speech or files contained therein are appropriate. E-mail shall not be used to harass, torment or disparage another party. Offensive and harassing communications are unacceptable and prohibited. At no time shall an employee install any personal software on a City computer or software that is not licensed to or approved by the City. Employees who violate these provisions may be subject to the full range of disciplinary action.~~ The City's computer systems and other technology resources shall be used only for City business and official purposes, and shall be governed by these Rules and the City of Highland Policy on Technology Use and Security contained in Appendix A to these Rules, as amended from time to time. The City's Technology Resources shall not be used for personal use or use related to any employee's outside employment. Violation of this Rule or the Policy (Appendix A) may result in the removal of or restriction on the employee's access to or use of Technology Resources at any time without prior notice. Employees who violate this Rule and/or the Policy (Appendix A) may be subject to disciplinary and/or legal action up to and including discharge from employment and/or criminal or civil penalties or other legal action.

2. Definitions. As used in these Rules, "Technology Resources" includes all of the following: all electronic media and storage devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; iPads; mini and mainframe computers; computer hardware such as disk drives, tape drives, external hard drives and flash/thumb drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data,

including software that grants access to external services, such as the Internet. applications, or cloud storage accounts; City servers and WiFi connection; electronic mail; mobile phones; tablets; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems. Technology resources is also intended to broadly include new or emerging devices, technology, software and means of communications that may be developed or implemented in the future.

3. No Expectation of Privacy. Employees have no expectation of privacy when using the City's Technology Resources, and the City has the right to inspect all records related to such Technology Resources. The City may monitor. inspect, review, make copies of, and remove an employee's e-mail communications, internet usage, applications, files and other Technological Resources as deemed appropriate at any time in the City's discretion, and without prior notice, to assure that the employee's use of City technology resources relates solely to official business, and that the communications and content contained therein are in compliance with this Rule and the Technology Use Policy (Appendix A).

4. Public Records. Users should also be aware that all records related to the conduct of the public's business are subject to disclosure under the Public Records Act and/or other applicable provisions of state or federal law except to the extent exempt thereby.

5. Discipline. Misuse of the City's technology resources may subject the employee to discipline up to and including discharge from employment.

6. Supplemental Rules and Policies. The City Manager may adopt additional rules and policies to implement or supplement this Rule and Appendix A.

~~F.~~G. USE OF ~~CITY~~ TELEPHONES AND MOBILE/CELLULAR PHONES

1. City Telephones and Mobile/Cellular Phones.

a. Use of City telephones and City-issued mobile/cellular phones shall comply with the requirements of this Section in addition to the City's Policy on Technology Use and Security contained in Appendix A to these Rules. Except as otherwise provided in this Section and said Policy, use of City telephones and City-issued mobile/cellular phones shall be limited to City-related business and official purposes. ~~While it is understood that the use of City telephones is for City-related business, it is recognized~~

b. The City recognizes that on occasion use of City telephones and City-issued mobile/cellular phones for personal calls ~~are~~ is necessary. Employees may use City telephones or mobile/cellular phones for personal calls when necessary, understanding that such use is a privilege and should not be abused. Personal outgoing as well as incoming calls should be kept to a minimum. Employees are expected to make personal calls on non-work time when possible and to ensure that friends and family members are aware of the City's policies and rules.

c. Personal toll calls may not be charged to the City. Any personal toll calls are to be placed on the employee's personal calling card. Any unauthorized personal toll calls made by an employee are to be reimbursed to the City. Any unauthorized personal toll calls

made by an employee and not reported to the City and reimbursed may result in discipline, up to and including termination.

d. As provided in the City's Policy on Technology Use and Security (Appendix A), employees should understand that they have no expectation of privacy when using a City-issued telephone, or cellular or mobile phone, and the City has the right to review all records related to telephones, mobile phones and cellular phones, including but not limited to, phone logs, text message and internet usage logs. Users should also be aware that all telephone and mobile/cellular phone records related to the conduct of the public's business are subject to disclosure under the Public Records Act and/or other applicable provisions of state or federal law except to the extent exempt thereby.

2. Personal Mobile/Cellular Phones.

a. During paid work time, employees are expected to exercise the same discretion in using personal mobile/cellular phones or other wireless devices as is required for use of any City telephone or technology resource. Personal mobile/cellular phones or other cellular/wireless devices, including but not limited to tablets, shall not be used at any work site where the operation of the phone or device may interfere with the City's services, programs, activities or other equipment, or where such phone or device may be a distraction to the public or other employees.

b. Employees are expected to make personal calls on non-work time when possible and to ensure that friends and family members are aware of the City's policies and rules.

c. Employees accessing, using or transmitting data related to the conduct of the public's business on their personal devices at any time have no expectation of privacy. Work-related communication should not be conducted on personal devices. Any work-related communication or any other matters relating to the conduct of the public's business which are conducted on personal devices are subject to disclosure under the Public Records Act and other applicable provisions of federal or state law except to the extent exempt thereby.

d. In order to ensure a productive work day and to ensure compliance with these Rules, the following use of personal cellular/mobile phones and wireless devices are prohibited during working hours:

(1) Accessing the internet for personal business, personal activities or hobbies, outside business or other non-work related purposes;

(2) Playing games;

(3) Watching movies, television, sports, and similar activities; and

(4) Engaging in any activity that violates any City policy or federal and state law, including but expressly not limited to, accessing and/or distributing pornographic or harassing material, photos, images or videos.

~~G.~~H. PERSONAL CONDUCT

1. In order to safeguard the best interests of employees, the City, and the public, all employees are expected to comply with standards of conduct on the job at least equivalent to those all citizens must meet in ~~private~~ personal life outside of work.

2. In performing their work, employees come into contact with the public, where the quality of City service is judged by the appearance and behavior of its employees and where good manners and service are expected. A friendly attitude is important even in the face of discourtesy or hostility, and will perpetuate and improve the good relationship that exists between the City and its customers. If any employee feels he or she is being harassed or threatened by a member of the public and is therefore unable to remain courteous, or otherwise feels that he or she is in danger, the employee should remove himself or herself immediately from the interaction and inform a supervisor, Department Head, Personnel Director, or human resources manager.

~~H.~~I. EMPLOYEE DRESS CODE

Employees of the City are required to dress appropriately for the jobs they are performing. Therefore, the dress regulations contained in this Section shall be followed.

1. All clothing must be neat, clean and in good repair. Uniforms shall be neat, clean and in good condition at the start of the work shift. Uniforms shall not be altered inappropriately and shall be worn as they are designed to be worn.

2. Prescribed uniforms and safety equipment must be worn when at work. Uniforms shall not be worn when off duty, except for traveling to and from work. It is recognized that employees may have to make brief stops on the way to and from work to take care of personal business; however, while an employee is off work, uniforms shall not be worn in businesses or locations which would create a negative impression, such as bars or nightclubs.

3. Footwear must be appropriate for the work environment and functions being performed.

4. Hair must be neat, clean and well groomed.

5. Beards, mustaches and sideburns must be maintained in a neat and well-groomed fashion.

6. Jewelry is acceptable except in areas where it constitutes a health or safety hazard.

7. Good personal hygiene is required.

8. Dress must be appropriate to the work setting, particularly if the employee has contact with the public. Employees shall maintain a professional appearance at all times.

9. The City Manager may implement this Rule, and may supplement this Rule by administrative action.

10. Violation of the Dress Code Policy may be grounds for disciplinary action up to and including discharge from employment.

11. If an employee feels that any provisions of the Dress Code Policy or application thereof is inconsistent with his/her religious belief or any other status protected by law, he or she should immediately notify a supervisor or human resources manager. Exceptions will be made to the Dress Code Policy based on protected status and as required by state or federal law.

~~I.~~J. RECORDS: RESTRICTION FOR OFFICIAL USE AND CONFIDENTIALITY

1. Records received, transmitted and/or prepared by any City employee in the course and scope of his/her official duties shall be used only for official City purposes and shall not be shared with any person outside the City except as authorized by the City Council, City Manager or designee, City Attorney, or Personnel Director, or as otherwise authorized by law.

a. In the course of conducting City business and activities, the City may create, receive or maintain confidential data, information and documents. All City employees ~~are expected to~~ shall maintain the confidentiality of data, information and documents considered by the City to be confidential, and in whatever form such data, information or documents may exist, including, but not limited to, personal information about other employees of the City such as personnel evaluations, home addresses and telephone numbers; customer information and billing records; information which is the subject of a City investigation; health or medical information, passwords, user ids, and security codes; and any data, information or documents which the City Council, City Manager, City Attorney, Finance Officer or Personnel Director has designated as confidential, or which are confidential pursuant to federal or state law. Confidential data, information and documents shall be disclosed only to, and accessed by, those persons authorized by the City Council, City Manager, City Attorney, Finance Officer or Personnel Director or applicable law to receive, access or possess such confidential information or document.

b. ~~However, and not by way of limitation,~~ Notwithstanding the foregoing, any data, document, record or information maintained by the City and required by federal or state law to be made available to the public is subject to disclosure upon receipt of an appropriate request by a member of the public pursuant to the California Public Records Act (Cal. Gov. Code § 6250 et seq.) or court order.

~~J.~~K. CITY PROPERTY

1. Any employee in possession of keys, user IDs, passwords and~~/or~~ security codes to access or enter into any kind of City property, including but expressly not limited to equipment, buildings, structures and other premises shall maintain their confidentiality and shall not permit them to be used by unauthorized persons or duplicated, and said keys, user IDs, passwords and security codes shall be turned in to the City upon request or upon separation from employment.

2. Every City position requires the use of City supplies, materials, tools and equipment. It is each employee's responsibility to maintain City property in the best possible condition, make the most economical use of supplies, and to see that all supplies, materials, tools, equipment, and unused materials are returned to the City after use. City supplies, materials tools

and equipment ~~may~~ shall be used only in the performance of an employee's duties, and shall not be used for personal purposes or personal gain, or other non-City business or activities.

3. No employee shall place a lock, password, or other security device or code on any City equipment, furniture, room, building, structure, or property of any kind without approval from the Administrative Services Manager; and only City-issued locks, codes or security devices shall be used.

4. The provisions of this Section shall also apply to all City Technology Resources, as defined in the City of Highland Policy on Technology Use and Security (Appendix A). (See also Section F of this Rule.)

~~K. RULES ARE NOT A CONTRACT~~

~~These Rules are not intended to and do not create any contract of employment, express or implied, or any rights in the nature of a contract.~~

IV. CLASSIFICATION

A. PREPARATION OF CLASSIFICATION PLAN

The Personnel 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 shall recommend a classification plan for such positions. The classification plan shall consist of classes of positions in the competitive service defined by class specifications, including the title. The classification plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class, and that the same schedules of compensation may be made to apply with equity under similar working conditions to all positions in the same class. Management and other excluded positions may be included in the Classification Plan for information only, but are not and shall not become part of the competitive service.

B. ADOPTION, AMENDMENT AND REVISION OF PLAN

The classification plan shall be adopted by the City Council and may be amended from time to time. During the process of consideration, any recognized employee organization affected shall be advised. Amendments and revisions of the classification plan may be suggested by any interested party, including any recognized employee organization, and shall be submitted to the City Manager for consideration by the City Council.

C. ALLOCATION OF POSITIONS

Following the adoption of the classification plan and consultation with any recognized employee organization affected, the Personnel Director shall allocate every position in the competitive service to one of the classes established by the plan.

D. NEW POSITIONS

A new position shall not be created and filled until the classification plan has been amended to provide therefore and an appropriate employment list established for such position.

E. RECLASSIFICATION

1, Positions, the assigned duties of which have been materially changed by the City so as to necessitate reclassification, whether new or already created, may be allocated by the City Council to a more appropriate class. Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions and promotions, ~~nor~~ or to effect a change in salary in the absence of a significant change in assigned duties and responsibilities.

2, Status of Employee Whose Position is Reclassified. If an occupied position is reclassified, the incumbent shall be affected as follows, except that if a probationary employee occupies the position, the employee must serve a probationary period in the new classification to attain regular status:

a. To a Lower Classification. When a position is reallocated to a lower classification, the incumbent shall:

(1) Be eligible to transfer to a position in the same classification;

(2) Be granted regular status in the lower classification; and

(3) Not incur a salary reduction. If the salary is greater than the "G" step of the lower classification, the employee's salary will be Y-Rated.

b. To a Different Classification with the Same Salary Range. When a position is reclassified to a classification with the same salary range, the incumbent shall be paid the same salary but shall serve a probationary period.

c. To a Higher Classification. When a position has been reclassified to a higher classification, status should be granted in a higher classification, without examination, but with a probationary period.

d. Failure to Achieve the Higher Classification. If the employee fails the probationary period, the employee shall be returned to either his/her regular status of the position in the former classification or to a vacant position in a comparable classification. The employee is subject to layoff if no lower position is available.

F. USE OF CLASS SPECIFICATIONS.

Specifications are to be interpreted in their entirety and in relation to others in the classification plan. Particular phrases or examples are not to be isolated and treated as a full definition of the class. Specifications are deemed to be descriptive and explanatory of the kind of work performed and not necessarily inclusive of all duties performed.

V. RECRUITMENT, SELECTION AND APPOINTMENT

A. FAIR EMPLOYMENT PRACTICES

The City is committed to providing equal employment opportunities for all individuals for all City positions, regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status or any other basis protected by law. Any technique or procedure used in recruitment and selection of employees shall be designed to measure only the job-related qualifications of applicants. No recruitment or selection technique shall be used which, in the opinion of the Personnel Director, is not justifiably linked to job qualifications and successful job performance.

B. ANNOUNCEMENT

All examinations for classes in the competitive service shall be publicized by such methods as the City Manager deems appropriate. Special recruiting shall be conducted, if necessary, to ensure that all segments of the community are aware of the forthcoming examinations. The announcements shall specify the title and pay of the class for which the examination is announced; the nature of the work to be performed; preparation desirable for the performance of the work of the class; the manner of making application; and other pertinent information.

~~B.~~C. APPLICATION FORMS

Applications shall be made as prescribed on the examination announcement. Application forms shall require information covering training, experience, and other pertinent information, and may include certificates of one or more examining physicians, references and fingerprints. All applications must be signed by the person applying.

D. ACCEPTANCE OF APPLICATIONS.

Applications to take examinations must be filed on City application forms or as specified in the job announcement. Completed applications must be timely filed. Any qualified person may be admitted to an examination who, within the period prescribed in the public notice, has filed an application furnished by the Human Resources Department, and whose application has not been rejected for cause in accordance with these Rules, and who presents him/herself at the time and place designated for the examination.

E. CANCELLATION/EXTENSIONS.

Examinations may be canceled or filing periods extended by the Personnel Director for good cause.

F. APPLICANT QUALIFICATIONS.

Applicants for examinations must meet the qualification standards for the classification by the date set forth in the announcement, including all licenses or certification

requirements. Applicants may be required to provide proof of their education, training and experience.

G, PROOF OF RIGHT TO WORK.

In compliance with laws and regulations of the United States Department of Justice and the Immigration and Naturalization Service, the City requires that each person hired by the City complete Section I of the Employment Eligibility Verification Form I-9 to verify that the person is eligible for employment in the United States. Documentation must be produced within three (3) business days of hire or on the first day of any employment that is less than three (3) business days. Required documentation must be presented to the Personnel Director.

H. REFERENCE/BACKGROUND INVESTIGATION

The City verifies educational background and prior employment, and conducts reference checks on applicants for employment. Applicants may also be subject to a background check as permitted by law, which may include, but is not limited to, a credit review (if applicable to the position for which they applied), personal history, education, professional credential, military record, Department of Motor Vehicle record and criminal history. Criminal history background investigations will be subject to Rule V.K., below. An employee under consideration for promotion may also be subject to a background check. A written authorization will be obtained before a background check is conducted. Final offers of employment or promotion may be delayed until the City has completed the reference check and background investigation process.

~~C.~~I. DISQUALIFICATION

1. The Personnel Director may reject an application, or after examination, may disqualify or remove an applicant's name from an eligible list for good cause. Good cause includes, but is not limited to, any employee who:

~~1.~~a. Has made false statements of any material fact, or practiced any deception or fraud on the application, declarations or in securing eligibility or appointment;

~~2.~~b. Is found to lack any of the requirements, certifications, or qualifications for the position involved;

~~3~~.c. Is physically or mentally unable to perform the essential functions of the job, with or without reasonable accommodation;

4.d. Is a current user of illegal drugs;

~~5.~~e. Is a relative of an employee, and is subject to the Nepotism Policy in Section III.D of these Rules.

~~6~~.f. Used or attempted to use political pressure or bribery to secure an advantage in the examination or appointment;

~~7.~~g. Directly or indirectly obtained confidential information regarding examinations;

~~8.~~h. Failed to cooperate in the selection process,~~; failure~~ including, but not limited to, failed to attend any scheduled appointment, without cause;

~~9.~~i. Failed to complete and /or submit the employment application correctly or within the prescribed time limits;

~~10.~~j. Has had ~~his or~~ his/her privilege to operate a motor vehicle in the State of California suspended or revoked, if driving is job related; ~~or~~

~~11.~~k. Indicates, on the face of ~~his or~~ his/her application, that the applicant does not possess the minimum qualifications required for the position; ~~or~~

l. Conviction of a felony or misdemeanor, except for misdemeanor marijuana convictions that are over two years old, or convictions that have been judicially sealed, eradicated or expunged, based on the City's determination carried out in accordance with Section K, below. ;l. Is not lawfully authorized to work in the United States; or

~~13.~~ m. For any material cause which in the judgment of the Personnel Director would render the applicant unsuitable for the position, including a prior resignation from the City, termination from the City, or a significant disciplinary action.

2. If the application is rejected for any of the above reasons, the applicant may appeal the rejection to the Personnel Director within ten (10) working days of notice. The City Manager shall review the appeal and affirm the rejection or reinstate the applicant. The City Manager's decision shall be made in writing and is final.

~~D.~~J. NOTICE OF DISQUALIFICATION/REJECTION

Whenever an application is rejected, notice of such rejection shall be mailed to the applicant by the Personnel Director. Defective applications may, in the discretion of the Personnel Director, be returned to the applicant with notice to amend and re-file, provided that the time limit for receiving applications has not expired. Whenever an application is rejected, notice of such rejection shall be mailed to the applicant by the Personnel Director.

~~E.~~K. CRIMINAL HISTORY - INELIGIBILITY FOR EMPLOYMENT

1. The City will conduct criminal history background investigations for job applicants for employment and applicants seeking promotion or transfer from their current City position in accordance with these provisions and applicable federal and state laws. Except as otherwise provided in Subsection (5), below, the City will not ask any such applicant to disclose, orally or in writing, information concerning his/her criminal history until after (a) the City has determined the applicant meets the minimum qualifications for the position, as stated in any notice issued for the position; and (b) the City has made a conditional offer of employment to the applicant, or has made a conditional offer of a promotion or transfer to the employee. If a criminal

history background investigation is required, the final decision will not be made until completion of the investigation in accordance with this Section.

2. As used in these Rules, "conviction" includes a plea, verdict, or finding of guilt, regardless of whether a sentence is imposed by the court. "Conviction" does not include, and shall not be construed to include, any adjudication by a juvenile court or any other court order or action taken with respect to a person who is under the process and jurisdiction of the juvenile court.

3. Job Applicants (New Employees). As a condition of being offered employment, all applicants must undergo and pass a criminal history background investigation in accordance with applicable law and the procedures set forth in this Section.. Following a conditional offer of employment, an applicant shall be disqualified from consideration for the position and the conditional offer of employment will be withdrawn if the applicant has been convicted of a felony or misdemeanor, except for misdemeanor marijuana convictions that are over two years old, or convictions that have been judicially sealed, eradicated or expunged, if the City finds that (a) state or federal law prohibits the City from employing the applicant in that position as a result of a conviction; or (b) the City determines that the applicant's conviction history has a direct and adverse relationship with the specific duties of the job that justify denying the applicant the position. This determination will be made in accordance with subsection (6) of this Section.

~~Conviction of, including pleas of guilty and nolo contendere to, a felony shall be prima facie disqualification of an applicant for employment; provided, however, that the Appointing Authority may disregard such conviction if it is found and determined by such Appointing Authority that mitigating circumstances exist. In making such determination, the Appointing Authority shall consider the following factors:~~

~~1. The classification, including sensitivity, to which the person is applying or being certified and whether the classification is unrelated to the conviction;~~

~~2. The nature and seriousness of the offense;~~

~~3. The circumstances surrounding the conviction;~~

~~4. The length of time elapsed since the conviction;~~

~~5. The age of the person at the time of conviction;~~

~~6. The presence or absence of rehabilitation or efforts at rehabilitation;~~

~~7. Contributing social or environmental conditions;~~

4 Applicants for Promotion or Transfer (Current Employees). Current employees seeking transfer or promotion to other City positions may also be required to undergo a criminal history background investigation as a condition of being offered a promotion or transfer. The determination whether to require a criminal history background investigation shall be made by the Personnel Director prior to commencement of the recruitment foe or solicitation of any

current City employees for the promotion or transfer, and shall be based on the job duties and qualifications of the promotional or transfer position. Following a conditional offer of promotion or transfer, an applicant shall be disqualified from consideration for the promotional or transfer position and the conditional offer of promotion or transfer will be withdrawn if the applicant has been convicted of a felony or misdemeanor, except for misdemeanor marijuana convictions that are over two years old, or convictions that have been judicially sealed, eradicated or expunged, based on a consideration of the factors set forth in subsection (6) of this Section.

5. Exceptions. The prohibition against the City inquiring about or using any criminal history before a conditional offer of employment, promotion or transfer has been made does not apply in the following circumstances:

a. If the position is one for which the City is otherwise required by law to conduct a conviction history background check; or

b. If the position is with a criminal justice agency, as defined in Penal Code Section 13101;; or

c. If the position is one that the City or a City agent is required by any state, federal, or local law to conduct criminal background checks for employment purposes or to restrict employment based on criminal history. Federal law, for purposes of this provision, includes rules or regulations promulgated by a self-regulatory organization as defined in Section 3(a)(26) of the Security Exchange Act of 1934, 15 U.S.C. § 78c(a)(26).

6. Denial of Employment Position or Promotion/Transfer.

a. Individualized Assessment. Upon completion of the criminal history background investigation, if the City intends to deny an applicant for employment or deny a current employee a promotion/transfer that he/she was conditionally offered based solely or in part on the applicant's conviction history, the City will first make an individualized assessment of whether the applicant's conviction history has a direct and adverse relationship with the specific duties of the job that justify denying the applicant the position or promotion/transfer. In considering whether the conviction history has a direct and adverse relationship that justifies the decision of denial or disqualification, the City must determine whether the criminal conviction consideration policy or practice bears a demonstrable relationship to successful performance on the job and in the workplace and measures the applicant's fitness for the specific position(s). The individualized assessment shall include, at a minimum, consideration of the following factors:

(1) The nature and gravity of the offense or conduct;

(2) The time that has passed since the offense or conduct and/or completion of the sentence; and

(3) The nature of the job held or sought.; and

(4) Whether any applicable federal or state statute prohibits hiring the applicant in the position based on his/her prior conviction(s).

b. Preliminary Determination. If, after conducting an individualized assessment, the Personnel Director makes a preliminary decision that the applicant's conviction history disqualifies the applicant from the employment or position conditionally offered, the Personnel Director shall notify the applicant of the preliminary decision in writing. The written notice to the applicant may, but is not required to, justify or explain the Personnel Director's reasoning for making the preliminary decision. The notice to the applicant must include all of the following:

(1) Notice of the disqualifying conviction or convictions that are the basis for the preliminary decision to rescind the offer;

(2) A copy of the conviction history report utilized or relied on by the City, if any (such reports include, but are not limited to: consumer reports, credit reports, public records, results of internet searches, news articles, or any other writing containing information related to the conviction history that was utilized or relied upon by the City); and

(3) An explanation of the applicant's right to respond to the notice before the preliminary decision rescinding the offer of employment becomes final and the deadline by which to respond (which can be no less than five business days from the date of receipt of the notice). If notice is transmitted through a format that does not provide a confirmation of receipt, such as a written notice mailed by the City without tracking delivery enabled, the notice shall be deemed received five calendar days after the mailing is deposited for delivery for California addresses, ten calendar days after the mailing for addresses outside of California, and twenty calendar days after mailing for addresses outside of the United States.

(a) The explanation shall inform the applicant that the response may include submission of evidence challenging the accuracy of the conviction history report that is the basis for rescinding the offer, evidence of rehabilitation or mitigating circumstances, or both. The types of evidence that may demonstrate rehabilitation or mitigating circumstances may include, but are not limited to: the length and consistency of employment history before and after the offense or conduct; the facts or circumstances surrounding the offense or conduct; whether the individual is bonded under a federal, state, or local bonding program; successful completion, or compliance with the terms and conditions, of probation or parole; and rehabilitation efforts such as education or training.

(b) If, within five business days of receipt of the notice (or any later deadline set by the City), the applicant notifies the Personnel Director in writing that the applicant disputes the accuracy of the conviction history being relied upon and that the applicant is taking specific steps to obtain evidence supporting the applicant's assertion, then the applicant shall be permitted no less than five additional business days to respond to the notice before the Personnel Director's decision to rescind the employment offer becomes final.

c. Personnel Director's Final Decision on Denial or Disqualification. The Personnel Director shall consider any information submitted by the applicant before making a final decision regarding whether to rescind the conditional offer of employment or promotion/transfer. If the Personnel Director makes a final decision to rescind the conditional

offer and deny an application based solely or in part on the applicant's conviction history, the Personnel Director shall notify the applicant in a writing that includes the following:

(1) The Personnel Director's final denial or disqualification decision reached. The Personnel Director may also include, but is not required to include, the justification or an explanation of the City's reasoning for his/her decision;

(2) The right of the applicant or employee to appeal the Personnel Director's decision under Subsection (7) of this Section; and

(3) The right of the applicant or employee to contest the decision by filing a complaint with the Department of Fair Employment and Housing.

7. Appeals. An applicant who is disqualified for employment or disqualified from a promotion or transfer under this Section may appeal the Personnel Director's determination of disqualification. Such appeal shall be in writing and filed with the City Manager within ten (10) days of the date of the notice of disqualification. The City Manager shall hear and determine the appeal within ten (10) working days after all information relevant to the appeal has been received. The City Manager's decision shall be issued in writing, and shall include the information required by Section K.6.c. The determination of the City Manager on the appeal is final.

VI. EXAMINATIONS

A. EXAMINATION PROCESS

The selection techniques used in the examination process shall be ~~impartial and relate to those subjects which, in the opinion of the Personnel Director, fairly measure the relative capacities of the persons examined to execute the duties and responsibilities of the class of which they seek to be appointed. Examinations~~ job-related and may include ~~shall consist of selection techniques which will test fairly the qualifications of candidates such as~~, but are not necessarily limited to, achievement and aptitude tests, other written tests, personal interview, performance tests, physical agility tests, evaluation of daily work performance, work samples, medical tests, psychological tests, successful completion of prescribed training, or any combination of these or other tests. The probationary period shall be considered as a portion of the examination process. Examinations shall be designed to provide equal opportunity to all candidates by being based on an analysis of the essential requirements of the class and position, covering only factors related to such requirements.

B. ANNOUNCEMENT OF EXAMINATION

1. Whenever an open competitive examination is to be given for a position, the Personnel Director shall, at least at least ~~one hundred twenty (120) calendar days~~ fourteen (14) calendar days (two weeks) prior to the final filing date, publish an appropriate advertisement regarding the position in one or more newspapers of general circulation, at least one of which shall have substantial regional circulation. Announcements of all open and promotional openings shall also be posted on bulletin boards in City facilities for employees' review. The Personnel Director may also undertake whatever other recruiting activities he or she feels are necessary or desirable

to fill a particular position in a way which meets the City's goal of obtaining the most qualified employees.

2. The Announcement shall include:

a. Title and pay for the position;

b. The nature of the work to be performed;

c. The minimum qualifications;

d. The time and place of examination, if known;

e. The method of applying;

f. The closing date for application, if one is established;

g. Whether a medical and/or psychological examination, including a drug screen, will be required as a condition of employment;

h. Such other information as desirable in the discretion of the Personnel Director.

C. PROMOTIONAL EXAMINATIONS

Promotional examinations may be conducted whenever, in the opinion of the Personnel Director, the needs of the service require. Promotional examinations may include any of the selection techniques mentioned in Section V.A of this Rule, or any combination of them. Only regular or probationary employees who meet the requirements set forth in the promotional examination announcements may compete in promotional examinations.

D. CONTINUOUS EXAMINATION

Open-competitive examinations may be administered periodically for a single class as the needs of the service require. Names shall be placed on employment lists, and shall remain on such lists, as prescribed in Rule VI.

E. CONDUCT OF EXAMINATION

The City Council may contract with any competent agency or individual for the preparing and/or administering of examinations. In the absence of such a contract, the Personnel Director shall see that such duties are performed. The Personnel Director shall arrange for the use of public buildings and equipment for the conduct of examinations and will provide reasonable accommodations in the examination process for individuals with disabilities upon request in accordance with the Americans With Disabilities Act pursuant to Section H.

F. QUALIFYING GRADE OR RATING.

In all examinations, the minimum grade or standing for which eligibility may be earned shall be based upon all competitive factors of the examination. Failure to earn a qualifying score in one (1) part of the examination may be grounds for declaring the applicant as failing in the entire examination or as not qualified to compete in subsequent parts of an examination.

~~F.~~G. NOTIFICATION OF EXAMINATION RESULTS AND REVIEW OF PAPERS

Each candidate in an examination shall be given notice of the results thereof, and if ~~successful~~passing, of ~~the~~ his/her final earned score and/or rank on the employment list.

~~GH~~. INSPECTION OF TEST ANSWER SHEETS

All candidates shall have the right to inspect their own test answer sheet during normal business hours within five (5) working days after the notification of examination results. Any error in computation, if called to the attention of the Personnel Director within this period, shall be corrected, and the final score shall be adjusted accordingly. Such corrections shall not, however, invalidate appointments previously made. Examination papers of applicants are not subject to inspection by the public or by other applicants.

I. REASONABLE ACCOMMODATION

Applicants for employment in any position in the City who desire reasonable accommodation as a result of a physical or mental disability or medical condition in order to participate in the examination may submit a request for accommodation to the Personnel Director. The request must identify: (a) the date, time and location of the examination at issue; and (b) the desired accommodation(s). Following receipt of the request, the City may require additional information, such as reasonable documentation of the existence of a disability and/or need for accommodation. After receipt of reasonable documentation of disability, the City may arrange for a discussion, in person or via telephone conference call, with the employee, and his/her representative(s), if any. The purpose of the discussion is to work in good faith to fully discuss all feasible and potential reasonable accommodations. The City determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The City will not provide accommodation(s) that would impose an undue hardship upon City finances or operations, or that would endanger the health or safety of the employee or others. The City will inform the employee of its decision as to reasonable accommodation(s) in writing prior to the date or deadline of the examination.

VII. EMPLOYMENT LISTS

A. EMPLOYMENT LISTS

As soon as possible after the completion of an open or promotional examination, the Personnel Director shall prepare and maintain an employment list consisting of the names of candidates who qualified in the examination. Notwithstanding any other provision of these Rules, if there are less than three (3) names on an eligible list, the Personnel Director or designee may disregard the list and fill the position(s) by any method permitted by these Personnel Rules, including, but not limited to, undertaking new recruiting and testing procedures. Eligible lists shall become effective upon the certification by the Personnel Director.

B. DURATION OF LISTS

Employment lists other than those resulting from a continuous examination shall remain in effect until exhausted or abolished by the Personnel Director. Open-competitive lists created as a result of continuous examinations shall remain in effect for not more than one (1) year after the last administration of the examination, unless sooner exhausted or abolished. Names placed on such lists may be merged with any others already on the list.

C. REMOVAL OF NAMES FROM ELIGIBLE LIST

1. Grounds for removal. The Personnel Director shall remove the name of any person appearing on an eligible employment, re-employment or promotional list for any of the following reasons:

a. Upon written notice from an eligible declining appointment or ~~shall be removed by the Personnel Director if the eligible requests in writing~~ that ~~the~~ his/her name be removed;

b. ~~or if~~ If the eligible fails to respond to a notice of certification mailed to ~~the~~ his/her last designated address~~.~~;

c. If the Personnel Director determines that the results of the criminal history background investigation require the applicant's disqualification, or the results of the overall background investigation are otherwise unsatisfactory;

d. Failure to properly complete, sign or timely file the required application form and all supplemental forms and materials, if any;

e. Fraudulent conduct or false statements by the applicant or others with the applicant's knowledge on any application or any phase of the selection process, including affirmative misstatements, misrepresentations, and/or failure to disclose or withholding of material information relevant to the City's evaluation and determination of the application;

f. Failure to meet any of the minimum requirements or qualifications of the position;

g. Failure to cooperate in the selection process;

h. Failure to attend any appointment; or

i. If employment would not be in the best interests of the City.

2. Procedures.

a. The person affected shall be notified of the removal of his/her name by a notice mailed to ~~the~~ his/her last known address. The names of persons on promotional employment lists who resign from the service shall automatically be dropped from such lists. It

shall be the responsibility of the eligible to keep the Personnel Director informed of their current addresses and telephone numbers.

b. If less than three (3) eligible persons remain on the open competitive or promotional eligible list, the Personnel Director may cancel the list and establish a new one.

VIII. METHOD OF FILLING VACANCIES

A. TYPES OF APPOINTMENT

All vacancies in the competitive service shall be filled by transfer, demotion, re-employment, reinstatement, or from those eligible persons (or "eligibles") certified by the Personnel Director from an appropriate employment list, if available. In the absence of persons eligible for appointment as set forth herein, provisional appointments may be made in accordance with these Personnel Rules. The Personnel Director shall decide in what manner the vacancy is to be filled.

B. NOTICE ~~OF~~ TO PERSONNEL DIRECTOR

If a vacancy in the competitive service is to be filled, the Appointing Authority shall notify the Personnel Director in the manner prescribed. If there is no re-employment list available for the class, the Appointing Authority shall have the right to decide whether to fill the vacancy by reinstatement, transfer, demotion, appointment from a promotional employment list, or appointment from an open employment list.

C. CERTIFICATION OF ELIGIBLES

1. If the Appointing Authority does not consider it in the City's best interest to fill the vacancy by reinstatement, transfer, or demotion, or if it is not possible to fill the vacancy by re-employment, certification shall be made from an appropriate employment list, provided eligibles are available.

2. When the Appointing Authority requests a vacancy be filled by appointment from a promotional employment list or from an open employment list, the Personnel Director should certify from the specific list the names of all individuals willing to accept appointment. Whenever there are fewer than three (3) names of individuals willing to accept appointment on a promotional employment list or on an open employment list, the Appointing Authority may make an appointment from among such eligibles or may request the Personnel Director to establish a new list. When so requested, the Personnel Director shall hold a new examination and establish a new employment list.

D. APPOINTMENT

After interview and investigation, the Appointing Authority shall make appointments from among those certified as eligible, and shall immediately notify the Personnel Director of the persons appointed. The person accepting appointment shall report to the Personnel Director, or the Personnel Director's designated representative, for processing on or before the date of appointment. If the applicant accepts the appointment and reports for duty within such

period of time as the Appointing Authority shall prescribe, the applicant shall be deemed to be appointed; otherwise, the applicant shall be deemed to have declined the appointment.

E. FITNESS-FOR-DUTY ~~PHYSICAL~~ EXAMINATIONS AND DRUG TESTING

~~Candidates for initial employment must successfully pass a physical examination to determine minimum qualifications for positions. Promoted employees may be required to pass a physical examination to determine minimum qualifications for positions. The physical examination of candidates for initial employment shall include a pre-employment drug and alcohol test prescribed by the City.~~

1. For certain positions, in order to be eligible for employment or re-employment with the City applicants who have been granted a conditional offer of employment shall be required to pass a fitness-for-duty examination and drug testing consistent with applicable state and federal laws. For certain positions, employees who have been extended a conditional offer of a promotion or transfer may be required to undergo and pass a pre-employment fitness-for-duty examination and drug testing for the promotional or transfer position consistent with applicable state and federal laws, prior to receiving a final offer of promotion or transfer. The fitness-for-duty examination required of certain applicants for initial employment in safety-sensitive positions shall include a pre-employment drug and alcohol test prescribed by the City.

2. All fitness-for-duty examinations for applicants for initial positions, and current employees for promotional or transfer positions, including the timing of such fitness-for-duty examinations, will be conducted in compliance with the Americans With Disabilities Act and the disability rights provisions of the California Fair Employment and Housing Act. Fitness-for-duty examinations or inquiries are limited to those that are job-related and consistent with business necessity and where all entering employees in the same job classification are subject to the same examination or inquiry. A physician or medical facility selected and paid for by the City shall perform the examination.

3. This section does not apply to routine return to work slips and medical releases provided by an employee's doctor or to medical certification an employee is required to provide in connection with a leave, accommodation or similar request.

4. All fitness-for-duty examinations shall be job-related and necessary for the efficient operations of the City. The fitness for duty examination of a job applicant or an existing employee seeking a promotion will occur only after a conditional offer of employment or promotion is made and when required of all applicants for the job classification. Pre-employment tests for illegal drugs and alcohol may be administered in conjunction with a medical examination for new hires and re-hires as part of the recruitment process set forth in Rule V, above.

F. PROVISIONAL APPOINTMENT

1. In the absence of individuals willing to accept appointment from appropriate employment lists, a provisional appointment may be made by the Appointing Authority of a person meeting the minimum training and experience qualifications for the positions. Such an appointment may be made during the period of suspension, demotion or discharge of an employee, and such vacancy may be filled by the Appointing Authority subject to

the provisions of this ordinance and the personnel rules. A provisional employee may be removed at any time without the right of appeal or hearing. No provisional appointment shall exceed six (6) months. Employees appointed on a provisional basis shall not be entitled to a preference in hiring or a right to a regular position.

2. A provisional appointee shall accrue the same benefits as probationary employees. If a provisional appointee is selected for a full-time position with the city, the time served as a provisional appointment shall be counted as time toward the fulfillment of the required probationary period.

3. No special credit shall be allowed in meeting any qualifications or in the giving of any test or the establishment of any open-competitive promotional lists, for service rendered under a provisional appointment.

IX. PROBATIONARY PERIOD

A. REGULAR APPOINTMENT FOLLOWING PROBATIONARY PERIOD

1. Term of Probationary Period; Extensions. All original and promotional appointments in the competitive service shall be tentative and subject to a probationary period of not less than twelve (12) months actual service to be determined for each class by the Personnel Director. The Appointing Authority may extend such probationary period up to six (6) additional months. Periods of time on paid or unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by that number of days the employee is on leave. If the probationary period is interrupted by military leave ~~for a period which extends beyond half of the probationary period~~, then the employee shall ~~serve a new~~ be required to complete his/her probationary period upon ~~return~~ reemployment in his/her position following return from his/her military leave. Time spent on military leave shall not count toward completion of an employee's probationary period, and an employee's probationary period shall be extended by the length of the military leave.

2. At-Will Status of Probationary Employee; Rejection.

a. In accordance with the Personnel Ordinance and these Rules, during the probationary period all new hires and re-hires in positions in the competitive service shall be at-will employees who serve at the pleasure of the Appointing Authority and may be rejected at any time with or without cause and with or without any pre- or post-disciplinary due process or right of evidentiary appeal, review or grievance.

b. During the promotional probationary period, all promotional employees in the competitive service shall be at-will employees as to the promotional appointment, who serve at the pleasure of the Appointing Authority and may be rejected from their probationary promotional appointment at any time with or without cause and without any pre- or post-disciplinary due process or right of evidentiary appeal, review, or grievance.

c. Rejection of probationary employees following military leave is governed by the City's military leave policy (Rule XVI and Appendix B to these Rules), and applicable provisions of federal and state law governing military leave.

3. Procedures. Subject to Section D of this Rule, whenever possible the ~~The~~ Personnel Director shall notify the Appointing Authority and the probationer concerned two (2) weeks prior to the termination of any probationary period. If the service of the probationary employee has been satisfactory to the Appointing Authority, then the Appointing Authority shall file with the Personnel Director a statement in writing to such effect and stating that the retention of such employee in the service is desired. If such a statement is not filed, the employee will be deemed to be unsatisfactory and ~~his~~ his/her employment terminated at the expiration of the probationary period based on rejection during his/her probationary period pursuant to Section D. Where a statement of satisfactory service has not been filed, notice of the termination based on rejection during his or her probationary period shall be served on the terminated employee by the Personnel Director after the expiration of the ~~selection~~ probationary period. The failure of the City to provide notice of rejection during the probationary period or terminate him/her from employment at or prior to the end of the probationary period shall not extend the employee's probationary period or change the employee's at-will status.

4. Procedures and timing for termination of a probationary employees following his/her reemployment after military leave shall also be subject to any applicable provisions of USERRA and/or state law regarding military leave. (See Rule XVI and Appendix B to these Rules.)

B. OBJECTIVE OF PROBATIONARY PERIOD

The probationary period shall be regarded as a part of the selection process in the competitive service and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his position.

C. COMPLETION OF PROBATION

All appointments in the competitive service shall be at-will and tentative pending successful completion of the probationary period. Probation will not be completed unless or until the employee receives written notice of retention or rejection in accordance with these Rules. The Appointing Authority may retain or reject a probationary employee and issue the appropriate notice. The Appointing Authority may retroactively confirm the retention of any employee and the successful completion of probation where the probation period was extended or was ended by rejection because the employee did not receive written notice of retention or rejection.

D. REJECTION OF PROBATIONER

Notwithstanding any other provision of these Rules, during ~~During~~ the probationary period, an employee in a position in the competitive service serves in an at-will status and may be rejected at any time by the Appointing Authority with or without cause and without any pre- or post-disciplinary due process or ~~the~~ right of evidentiary appeal, review or grievance under these Rules, including but not limited to Rule XX (Disciplinary Action) and Rule XXII (Grievance Procedure). Notification of rejection by the Appointing Authority shall be served on the probationer, and he/she shall be terminated from employment with the City. Failure of the Appointing Authority to provide notification of rejection before the end of the probationary promotional period shall not extend his/her probationary promotional period or change his/her

status from a probationary promotional employee to a regular employee in the promotional position.

E. REJECTION FOLLOWING PROMOTION

Any employee rejected during the probationary period following a promotional appointment in the competitive service, or at the conclusion of the probationary period by reason of failure of the Appointing Authority to file a statement that the employee's services have been satisfactory, shall be reinstated to the position from which the employee was promoted if there is a vacancy in the prior position unless charges are filed and the employee is discharged for a reason that would have been sufficient cause for his/her termination from his/her former position, in the manner provided in these Rules for positions in the competitive services. If there is no vacancy in such position, the employee may be released without cause, and without any pre- or post-disciplinary due process or right of evidentiary appeal, review or grievance. Should the prior position no longer be available, the employee will be terminated from employment, but may request to be placed on a re-employment list. ~~The employee is not entitled to notice or a hearing if rejected during or at the conclusion of probation~~.

F. APPOINTMENT TO A DIFFERENT CLASSIFICATION DURING PROBATION

An employee is not disqualified from appointment to a different classification because he or she is presently serving a probationary period. Any such appointment must otherwise comply with these Rules. An employee who has not completed the probationary period at the time of appointment to a different classification will begin a new probationary period. If the employee was serving a new hire probationary period at the time of appointment, the new probationary period will also be a new hire probationary period. If the employee is serving a promotional probationary period at the time of appointment, the new probationary period will be a promotional probationary period. ~~If such employee is rejected during the promotional probationary period, the employee will be returned to the position that employee occupied immediately prior to the initial appointment, except that the Personnel Director may return the employee to any vacant intermediate position.~~

X. REGULAR EMPLOYMENT

A. REGULAR FULL-TIME EMPLOYMENT

Employees who have successfully completed their probationary periods and who regularly work a minimum of eighty (80) hours in a two (2) week period shall become full-time regular employees in the competitive service and shall be entitled to all the benefits provided herein.

B. REGULAR PART-TIME EMPLOYMENT

1. Employees employed in a position designated as a regular part-time position in the Classification Plan, who regularly work less than forty (40) hours a week but average twenty (20) hours or more a week, and who have successfully completed their probationary period shall become regular part-time ~~regular~~ employees and shall be entitled to regular status equal to the

hours worked when compared to forty (40) hours per week. Such employees are not eligible for benefits or leave, except retirement benefits and sick leave as required by state law (see Rule XV.C and Appendix C of these Rules), and health benefits under the City of Highland Premium Only Plan. The probationary period for regular part-time employees shall be not less than twelve (12) months of part-time service and shall be subject to all provisions of Rule IX.A through F, above. The City Manager shall designate in the Classification Plan those positions that shall constitute regular part-time positions to which this subsection B applies. An employee shall not be designated or classified as a regular part-time employee unless so designated in a personnel action form signed by the City Manager and Personnel Director.

C. TEMPORARY, PART-TIME, EMERGENCY AND SEASONAL EMPLOYMENT.

1. Temporary/Part-Time Employees working less than an average of twenty (20) hours per week or less than 1,000 hours per year, do not serve a probationary period, do not acquire regular status and are not entitled to benefits except to the extent such part-time employees qualify for paid sick leave as required by state law (see Rule XV.C and Appendix C of these Rules). Such employees are-will employees who serve at the pleasure of the Appointing Authority and may be terminated at any time with our without cause, and without any pre- or post-disciplinary due process, or right of evidentiary hearing, review, appeal or grievance. Such employees are excluded from the competitive service.

2. Emergency and seasonal employees, regardless of the number of hours worked per week or in a fiscal year, are at-will employees, do not serve a probationary period, do not acquire regular status, and are not entitled to benefits (except to the extent that sick leave benefits may be required by applicable state law). Such employees are-will employees who serve at the pleasure of the Appointing Authority, and may be terminated at any time with or without cause, without any pre- or post-disciplinary due process, or right of evidentiary appeal, review or grievance. Such employees are excluded from the competitive service.

3. No Temporary/Part-Time, Emergency, or Seasonal employee shall work more than 125 days in a fiscal year (if paid on a "per diem" basis), or more than 1,000 hours or more in any fiscal year (if paid on other than a per diem basis) except as expressly authorized by the City Manager and Personnel Director in writing.

XI. TEMPORARY EMPLOYMENT

Without following the Rules regarding recruitment and selection, the Appointing Authority may hire employees on a temporary basis, for a period not to exceed one hundred eighty (180) days, or for completion of a specific task or project. The period of temporary appointment may be extended by the Appointing Authority for up to an additional one hundred eighty (180) days, provided that under no circumstances shall the initial period of temporary employment, or any extended period of temporary employment, exceed a total of 124 days in a fiscal year (if paid on a per diem basis) or more than 1000 hours in any fiscal year (if paid on other than a per diem basis) except as expressly authorized by the City Manager and Personnel Director in writing . Temporary employees are at-will employees who serve at the pleasure of the Appointing Authority and may be removed at any time with or without cause~~, notice or~~ and without any right to pre- or

post-disciplinary due process, or evidentiary hearing, review or grievance~~right of appeal~~. Temporary employees are not eligible for benefits except for paid sick leave to the extent required by state law as set forth in Rule XV.C. and Appendix C of these Rules. Such employees are excluded from the competitive service.

XII. TRANSFER, PROMOTION, DEMOTION, SUSPENSION, RECLASSIFICATION AND REINSTATEMENT

A. TRANSFER

1. A transfer may be voluntary, at the request of the employee, or involuntary, to promote efficiency, supervision, safety or morale of the service. A transfer is not disciplinary and does not trigger the right to disciplinary process associated therewith under Rule XX (Disciplinary Action) or the right to file a grievance under Rule XXIII for any employee. An involuntary transfer may be appealed in accordance with Section (C)(2) of this Rule.

2. No person shall be transferred to a position for which that person does not possess the minimum qualifications. Upon notice to the Personnel Director, an employee may be transferred by the Appointing Authority or designate at any time from one position to another position in a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties and requires substantially the same basic qualifications.

3. If the transfer involves a change from one department to another, both Department Heads must consent thereto unless the City Manager orders the transfer. Transfer 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 or these Rules.

B. VOLUNTARY TRANSFER

A regular employee may initiate a request to transfer to another position in the same or lower classification for which the employee is qualified in the opinion of the Personnel Director, by submitting a "Request to Transfer" to the Personnel Director. The Request will be kept on file for one (1) year from the date of receipt. With the approval of the Department Head for whom the employee works and the Department Head for whom the employee wishes to work the employee will be transferred to the new position when the first vacancy becomes available. Selection for voluntary transfer is within the sole discretion of the Personnel Director following consultation with the affected Director or other Department Head, and shall not be subject to any disciplinary appeal or grievance. Employees with less than one year of service, less than satisfactory performance evaluations and a disciplinary suspension, reduction in pay or equivalent disciplinary action within the last year are not eligible for a voluntary transfer.

C. INVOLUNTARY TRANSFER

1. Whenever possible, a~~n~~ a regular employee being transferred from one position to another position in the same class, or a comparable class at the same salary level, shall receive five (5) working days' notice.

2. If ~~an~~ a regular employee disputes the involuntary transfer, the employee may, within two (2) days of the Notice of Transfer, file a written appeal with the City Manager setting forth the reasons therefore. Any appeal filed must be based upon the alleged violation of the requirements for transfer and/or procedure followed. The City Manager's decision shall be final.

D. PROMOTION

1. Insofar as 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.

2. If, in the opinion of the Personnel Director, it is in the best interest of the City service, a vacancy in the position may be filled by an open competitive examination instead of promotional examination, in which event the Personnel Director shall arrange for an open-competitive examination and for the preparation and certification of an open-competitive employment list.

E. DEMOTION

The Appointing Authority may demote an employee whose ability to perform the required duties falls below standard, ~~or~~ for disciplinary purposes, or in lieu of layoff. Upon request of the employee, and with the consent of the Appointing Authority, demotion may be made to a vacant position. No employee shall be demoted to a position ~~who~~ if he/she does not possess the minimum qualifications for that position. Disciplinary demotion action or because the employee is no longer able to perform the required duties of his/her position shall be in accordance with ~~Section XIX~~ Rule XX hereof. Demotion in lieu of layoff shall be in accordance with Rule XXI.C.

F. SUSPENSION

The Appointing Authority may suspend an employee from a position at any time for a disciplinary purpose. Suspension without pay shall not exceed thirty (30) calendar days, nor shall any employee be penalized by suspension for more than thirty (30) calendar days in any fiscal year. The Department Head may suspend a subordinate employee for not more than ~~three (3)~~ five (5) working days at any one time, and not more than once in a thirty (30) calendar day period. Intended suspension action shall be reported immediately to the Personnel Director and shall be taken in accordance with ~~Section XVIII~~Rule XX hereof.

G. REDUCTION IN PAY

Reduction in pay shall be a decrease in salary to a lower step within the employee's salary range, made by the Appointing Authority for a fixed period of time for disciplinary purposes or for budgetary reasons. Reductions in pay for disciplinary purposes ~~shall be reported to the Personnel Director and~~ shall be taken in accordance with Rule ~~XII~~XX hereof for employees in the competitive service..

H. DISCIPLINE OF FLSA-EXEMPT EMPLOYEES

Except for a violation of a major safety rule, FLSA-exempt employees may not be subject to suspensions, temporary demotions (with a beginning and ending date), or temporary reductions in pay, other than in full work week increments. All other provisions of Rule XX shall apply to the discipline of FLSA-exempt employees who hold positions in the competitive service.

I. RECLASSIFICATION

Reclassification of a position generally occurs when the duties and responsibilities of the position have significantly increased over time. A reclassification generally occurs as a result of a job analysis which documents that the employee has been assigned new additional and/or higher level duties requiring higher level of knowledge, skill and ability, experience and/or education, etc.

~~I.~~J. REINSTATEMENT

With the approval of the Appointing Authority, a regular employee or probationary employee who has completed at least six (6) months of probationary service and who has resigned while in good standing may be considered for reinstatement, upon recommendation of the Department Head and approval of the Appointing Authority, to a position in the former employee's classification for a period of within two (2) years after resignation or separation. The employee shall be reinstated to the salary range and step held at the time of resignation or shall be reinstated to a vacant position in the same or comparable class, to the salary range and step held at the time of resignation or separation and shall receive a new anniversary date which shall be the first date of employment upon reinstatement. The employee will serve a new probationary period. No credit for former employment shall be granted in computing salary, vacation, sick leave, or other benefits except on the specific recommendation of the Appointing Authority at time of reinstatement.

~~J.~~K. CHANGE-OF-STATUS REPORT

Every appointment, transfer, promotion, demotion, change of salary rate, or any other temporary or permanent change in status of employees shall be reported to the Personnel Director in such manner as he may prescribe.

XIII. COMPENSATION AND PAYROLL PRACTICES

A. PHILOSOPHY OF COMPENSATION

The City Council recognizes that the City competes in a market place to obtain qualified personnel to perform and provide municipal services. It further recognizes that compensation and conditions of employment must be sufficiently attractive to draw and retain qualified employees. Therefore, as part of the budgetary process, the City Council will consider the value of compensating its employees with wages and benefits competitive with the labor market and commensurate with the performance of each employee.

B. COMPENSATION ON APPOINTMENT

A newly hired employee shall be compensated at Step "A" of the salary range at which his class is allocated. If exceptional recruitment difficulties are encountered, or exceptional qualifications of a candidate for employment indicate that a higher hiring rate would be in the City's best interest, appointment at a higher step in the salary range may be authorized by the City Manager who will decide each case based in part on a consideration of the experience and education of affected employees and needs of the City.

C. MERIT SALARY ADJUSTMENTS

1. Advancement within the salary range shall not be automatic, but shall be based upon job performance and the increased service value of an employee. Salary adjustments shall be granted upon approval of the Department Head and the City Manager. Employees shall be evaluated for merit salary increases in accordance with the following:

2. New employees and employees who receive "A" step on promotion are eligible for a merit salary review for advancement to the next step in the salary range after six (6) months of service. An employee who is promoted and/or receives other than the first step of the new salary range shall be eligible for a merit salary review after twelve (12) months dating from the effective date of the promotion/appointment. Subsequent merit salary review dates shall fall upon the completion of twelve (12) month service periods dating from the effective date of the preceding merit increase.

3. The granting of an official leave of absence without pay, other than ordered military leave, shall cause the employee's merit salary review date to be extended the number of calendar days he was on leave.

4. If in the opinion of the City Manager, the application of rules governing within-range salary progression or placement of an employee within a salary range results in the employee receiving an inequitably low rate as compared to other employees or the employee deserves consideration because of continued outstanding performance, the City Manager may raise the affected employee's salary to the step within the existing range the City Manager deems most equitable. Such action shall not be contrary to the general intent and spirit of these Rules.

D. COMPENSATION ON PROMOTION

An employee who is promoted to a position in a class with a higher salary range than the class in which he/she formerly occupied a position shall receive the nearest higher monthly salary in the higher salary range that would constitute a minimum one-step salary increase, unless the fifth (5th) step in such range provides less than a one-step increase, in which case the employee shall receive the fifth (5th) step. The employee shall be given a new merit salary review date based upon the effective date of the promotion.

E. COMPENSATION ON TRANSFER

An employee who is transferred from one position to another in a class having the same salary range shall receive the same step in the salary range as ~~he~~ he/she previously received. The employee's merit salary review date shall not change.

F. COMPENSATION ON DEMOTION

A demotion may be effected for disciplinary reasons or as a result of positional changes effected to accommodate employee work activity levels. If the employee has not attained permanent status at the time of his/her demotion, he shall serve a probationary period as if he/she were a new employee. The employee shall be placed at such salary step in the new range deemed appropriate by the Appointing Authority and assigned a new merit salary review date based upon the effective date of the demotion.

G. COMPENSATION ON POSITION RECLASSIFICATION

1. When a permanent or probationary employee's position is re-classified and the employee is appointed to a new position, his/her salary shall be determined as follows:

a. If the position is reclassified to a class with a higher salary range than his previous class, his/her salary and merit salary review date shall be set in the same manner as if he had been promoted.

b. If the salary of the employee is the same or less than the maximum of the new class, his/her salary and merit salary review date shall not change.

c. If the salary of the employee is greater than the maximum of the range of the new class, his/her salary shall be designated a "Y" rate and shall not change during continuous regular service until the maximum of the salary range to which the class is assigned exceeds his/her salary.

H. EMERGENCY APPOINTMENT - OUT OF CLASS PAY

1. Employees who are given an emergency appointment (as defined below) to a higher classification which involves duties requiring a greater level of skills may be compensated as follows:

~~1.~~a. To qualify for out-of-class pay, an employee must be temporarily assuming substantially the full range of duties and responsibilities of the higher-level position. Out-of-class pay is not authorized, for example, if the organization of a work unit is such that each unit employee carries on his normal duties during the temporary absence of a supervisor, without a need for the direction which the supervisor would provide on a longer-term basis.

~~2.~~b. The rate of pay shall remain unchanged during the first twenty (20) working days of such assignment. Emergency appointments must be made in writing and approved by the City Manager.

~~3.~~c. After twenty (20) continuous working days of such temporary assignment, the employee working out of class shall be paid at Step A of the higher classification, or a rate one step greater than his/her current rate, whichever is deemed appropriate compensation for the level of duties assigned and performed. The amount of additional pay awarded shall be determined by the City Manager. The higher rate of pay shall be used in computing overtime when authorized overtime is served in an FLSA position, out-of-class assignment; the overtime rate shall be at the rate established by the overtime regulations that apply to the higher class.

~~4.~~d. Time worked out of class shall not earn credits toward the completion of probationary requirements in the higher class.

2. As used in this Section H, "emergency appointment" means a position that is temporarily vacant due to another employee's leave of absence, and does not include a position that is vacant during recruitment for a permanent appointment.

J. BILINGUAL PAY

Upon approval by the City Manager, an employee can earn an additional 5% in wages after passing a written and/or oral test, subject to compliance with all of the following provisions:

1. Eligibility: Employees eligible for bilingual pay include regular full-time and regular part-time employees who are employed in positions where there is significant contact with non-English speakers, and who qualify for bilingual pay, as determined by the City Manager. Employees shall not be eligible for bilingual pay during their probationary period or during any period of paid or unpaid leave. The City Manager will choose the languages qualifying for bilingual pay and designate the classifications eligible for bilingual pay. The City Manager may limit the number of positions or employees eligible for bilingual pay, and may terminate any or all bilingual pay at any time.

2. Qualifications: To qualify for bilingual pay an employee must be conversationally fluent in the second language; must be required to utilize said language skills consistently on a daily basis in the performance of their duties; and must possess secondary language skills of a language determined by the City Manager to be an asset to the City's operations. Determination of qualifications shall be contingent upon successful completion of a written or oral bilingual skill assessment examination, as determined by the City Manager, to be conducted by a qualified city contractor. The City Manager may require recertification of language proficiency every two years to ensure the employee's bilingual skills are at the level necessary to serve the needs of the Department, City and community.

3. Amount of Bilingual Pay: Bilingual pay shall be limited to five percent (5%) of the employee's hourly rate, regardless of the number of languages used.

4. Termination: The City Manager may terminate bilingual pay for any or all employees at any time in the City Manager's discretion; any such termination shall be effective at the commencement of the next pay period following service of written notice. No employee shall have any entitlement or right to continued payment of bilingual pay.

~~I.~~J. SALARY DEDUCTIONS

1. In the event an employee is erroneously overpaid by the City, regardless of fault, the City may, with the employee's written consent, recoup overpayment by deducting from that employee's regular paycheck either the full amount of the overpayment or ten percent (10%) of the employee's gross salary, whichever is lesser, and continue said deductions for as many consecutive pay periods as is necessary until full overpayment is recouped. The City shall not commence recoupment by payroll deductions until written notification, which includes all the details of the overpayment, the amount of overpayment and the schedule of recoupment, has been given to the employee at least ten (10) working days in advance, and the employee agrees in writing to the schedule of recoupment. The City may bring a court action to obtain reimbursement if the employee refuses.

2. If the City is ordered by the court to garnish the wages of any employee, or if the court orders the City to make payroll deductions from the wages of the employee in favor of the City or a third party, the City shall assess and collect against the employee's regular salary one dollar ($1.00) per deduction per pay period to compensate the City for the costs of making such court-mandated payroll adjustments.

XIV. WORK WEEK, ~~AND~~ WORK SCHEDULES, OVERTIME, AND COMPENSATORY TIME

A. WORK WEEK

1. An employee's work week is a fixed and regularly recurring period of 168 hours, i.e., seven consecutive 24-hour periods. It need not coincide with the calendar week but may be on any day and at any hour of the day. The City may have different work weeks for different employees or groups of employees. The City may change the employee's workweek, but the changes must be permanent. The Personnel Director shall assign each employee a regular work week.

B. WORK SCHEDULE.

1. 9/80 Schedule. The normal ~~workweek~~ work schedule shall be forty (40) hours calculated on the basis of eighty (80) hours within every two (2) week pay period (a "9/80 schedule"), as follows:

a. Employees shall work nine (9) hours, ~~8:00~~7:30 a.m. to ~~6:00~~5:30 p.m., Monday through Thursday.

b. Employees shall work eight (8) hours, ~~8:00~~7:30 a.m. to ~~5:00~~4:30 p.m. on Fridays.

c. Employees shall work alternating Fridays, with the work schedules established as set forth below.

d. Modifications may be made to the above schedule when work requirements dictate such, or on a case-by-case basis when good cause is established by an

individual employee based on a documented need. Any requests for modification must be received by the Personnel Director and approved by the City Manager. No modification may impose additional financial burden on the City.

~~B. WORK SCHEDULES~~

~~1.~~2. Assignments:

a. Each employee shall have an approved work schedule.

b. Supervisors shall submit schedules to Department Heads for review.

c. Department Heads shall submit proposed work schedules to the Personnel Director for review.

d. Proposed work schedules shall go to the City Manager for final review and approval.

e. Employees may request schedule changes not more than once every fiscal year.

~~2.~~3. Management reserves the right to set schedules to accomplish the work tasks; exceptions may be considered.

~~3.~~4. No work schedule shall be proposed or approved which imposes an additional financial burden on the City for overtime or otherwise.

~~4.~~5. FLSA Requirements:

a. Supervisors responsible for scheduling shall ensure that full time schedules meet FLSA requirements and provide for a forty (40) hour work week in accordance with Section A, above, of this Rule.

b. During holiday periods, supervisors shall ensure that vacation, holiday, floating holiday, compensatory time or administrative leave hours are used to make a full forty (40) hour work week for full time employees.

C. PAY PERIODS

1. ~~Pay periods shall be two weeks long, starting Friday mid-day and ending Friday mid-day:~~Employees shall be paid every two (2) weeks. The pay period for an employee on the City's nine-eighty (9-80) schedule will be a period of fourteen (14) consecutive calendar days beginning at 12:01 p.m. on Friday and ending at 12:00 noon on the Friday which falls fourteen (14) days thereafter.

2. Mid-day is broadly defined as a midpoint in the work day.

3. In pay periods with no City paid holidays, time worked on Fridays shall be for eight hours, divided with four (4) hours worked before mid-day, and four (4) hours worked after mid-day.

4. All City employees shall be on the same pay period. Therefore, time sheets shall be due to supervisors at the end of the pay period, regardless of which 9/80 schedule employees are assigned to. Time sheets are due by 2:00 p.m. on Thursdays to the City Manager.

5. Step increases of promotions shall be effective at the beginning of the pay period in which they fall.

D. OVERTIME POLICIES - AUTHORIZATION OF OVERTIME

1. POLICY: As a matter of general policy, the City ~~is opposed to the working of overtime by employees and~~ will make reasonable efforts to provide adequate staff to handle normal operations. However, FLSA employees may be required to work overtime at the discretion of the ~~supervisor~~Department Head, with the prior approval of the City Manager.

2. DEFINITION: Overtime for ~~non-exempt~~ FLSA employees is defined as all hours ~~assigned to be worked and~~ actually worked ~~(except for authorized rest periods)~~ in excess of forty (40) hours in ~~a normal~~ the employee's designated work week.

3. PRIOR AUTHORIZATION REQUIRED:

a. Prior authorization ~~for~~ before working any overtime is required. FLSA employees may not work outside of scheduled working hours or during unpaid meal periods, without the prior written authorization of his/her supervisor and department head or director. ~~Except in emergency situations, non-exempt employees working overtime when not expressly assigned to do so by a Department Head, his or her designate designee or the City Manager shall, to the extent authorized by law, not be compensated therefore, and shall be subject to discipline.~~ Failure to follow these overtime authorization provisions will result in FLSA employees being paid for legitimate overtime worked, while being subject to disciplinary action for failing to follow required procedures.

b. In certain limited situations, overtime may be authorized retroactively. In such situations, the FLSA employee must notify a supervisor as soon as possible of the overtime worked, and in no event later than the end of the following work day. Overtime may be authorized under the following circumstances:

(1) In emergency situations (generally caused by inclement weather or disaster).

(2) To complete projects which are begun one day and would be difficult, awkward or impossible to complete during regular working hours the next day.

(3) In situations where a job completion is deemed essential by the Department Head or City Manager.

4. MANNER AND FORM OF COMPENSATION:

a. Overtime assigned and worked by ~~non-exempt~~ FLSA employees shall be compensated at time and one-half (1-1/2) their regular rate of pay.

b. The employee may request, and the supervisor shall have the unrestricted discretion to approve or not approve, compensation in the form of accrued compensatory time at time and one-half (1-1/2), except an employee may not accrue more than eighty (80) hours compensatory time at any time with the approval of the Director or Department Head. With City Manager approval the maximum amount of accrued compensatory time may be extended to one hundred twenty (120) hours. Selection of pay or compensatory time shall be made during the pay period in which the overtime hours are worked. Credited compensatory time spent shall be taken as time off except upon termination of the employee or as otherwise approved by the City Manager. A Director, Department Head and/or the City Manager may decide when an employee may take all or part of his/her accumulated compensatory time. Requests by an employee for the use of accrued compensatory time shall be subject to the convenience of the City and to the extent authorized by law.

d. Overtime shall be credited in fifteen (15) minute increments. If an employee works between 1 and 7 minutes overtime, no credit is given for the time worked. If an employee works between 8 and 14 minutes overtime, the employee shall be given 15 minutes' credit. ~~with no credit given for time worked which is less than fifteen (15) minutes.~~

e. Time worked as overtime shall not be used to earn supplemental benefits or to serve out probation or merit salary increase periods.

5. ALLOCATION: Insofar as is feasible, allocation of overtime shall be equally distributed among employees of affected classifications.

6. REQUIRED ATTENDANCE AT TRAINING ON OFF-DAY: The City shall compensate ~~non-exempt~~ FLSA employees who are required to attend training on an off-day in accordance with ~~according to~~ the FLSA rules. FLSA-exempt ~~Exempt~~ employees who attend training or conferences on their off day shall not receive in lieu off-days.

7. FLSA-EXEMPT EMPLOYEES INELIGIBILITY: FLSA-Exempt employees are not eligible for and shall not receive payment of overtime compensation or compensatory time.

8. CHANGE IN STATUS: An employee's status as an FLSA employee or FLSA-exempt employee classification may be changed only upon written notification signed by the City Manager and Personnel Director.

E. CITY PAID HOLIDAYS

1. CITY PAID HOLIDAYS: City paid holidays for full-time regular employees and full-time probationary employees and management employees that work a 9/80 schedule are eight (8) hours if the holiday falls on Monday through Thursday, and nine (9) hours if the holiday falls on the 9-hour Friday. If an employee works a forty-hour work week, he/she will

receive eight hours of City paid holidays for a holiday that falls on his/her work day. ~~If a City paid holiday falls on Monday through Thursday, employees must make up the lost hour by:~~

~~a. Using an hour of vacation, holiday, compensatory time, or administrative leave; OR~~

~~b. With the approval of their supervisors, working ten (10) hours on a day either immediately prior to or following the holiday, ensuring that they do not arbitrarily exceed forty (40) work hours, that the action does not result in overtime costs, and that the time on time sheets is recorded as specified:~~

~~(1) Employees who work nine (9) hours the Friday immediately prior to a holiday shall enter four (4) hours in the morning and five (5) hours in the afternoon.~~

~~(2) Employees who work nine (9) hours the Friday immediately following the holiday shall enter five (5) hours in the morning and four (4) hours in the afternoon.~~

2. HOLIDAYS FALLING ON 9/80 DAY OFF:

a. The City provides full-time probationary and regular employees and management employees with eight (8) hours of paid time for approved holidays for a 9/80 day off.

b. Eight (8) flexible holiday hours will accrue automatically to full-time employees on the City designated closed Friday.

~~c. The City will allow up to twenty-four (24) hours of flexible holiday leave to be carried to the next calendar year, but those carry over hours must be used during that year.~~

~~d.~~c. Overtime shall be paid to regular, ~~non-exempt~~ FLSA full-time employees for working on a designated closed day~~, pursuant to existing rules~~ if the hours worked by that employee in the work week exceed forty hours.

d. Regular part-time employees, temporary/part-time, seasonal and emergency employees are not eligible for City-paid holidays or holiday pay.

F. USE OF PERSONAL VEHICLES AND CITY VEHICLES

Employees who use their own vehicles on City business, as approved by the City Manager, shall be compensated at a rate equal to the Internal Revenue Service limit for mileage reimbursement except those employees who receive a car allowance. Those employees who receive a car allowance shall not be reimbursed for mileage.~~$0.18 per mile for official city business.~~ In the event of a vehicle mishap, when a personal vehicle is in use, the employee will be solely responsible for the liability via ~~his or~~ his/her automobile insurance coverage. Unless otherwise authorized by the City Council, City vehicles shall be used for ~~city~~ City related business only, in accordance with City policy. If an employee must use the vehicle overnight or for successive days at a conference, prior approval of the City Manager must be received. All eligible employees shall be reimbursed other expenses in accordance with the City's reimbursement policy.

XV. EMPLOYEE BENEFITS

A. VACATION

1. ACCRUAL: All full-time regular and probationary employees and management employees with continuous service shall accrue working vacation hours monthly according to the following schedule:

Years of Service	0-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10
Annual Hours Accrued	80	88	96	104	112	120	128	136	144	152

2. For more than ten (10) years of service, employees shall accrue 160 hours of vacation per year.

3. Accrual at the next highest incremental rate shall begin on the anniversary date of the first (1st) year and each year thereafter through the tenth (10th) year, respectively. The total vacation allowance shall be computed to the nearest whole day, based upon the number of full months of City service.

4. Vacation shall not accrue on overtime hours or for attendance at City Council and/or Commission meetings.

a. HOLIDAYS ON VACATION DAYS: In the event one or more municipal holidays fall within a vacation leave, such days shall not be charged as vacation leave and the vacation leave shall be extended accordingly for those employees eligible for such holidays.

b. SCHEDULING: The time during the calendar year at which an employee may take vacation shall be determined by the Department Head, with due regard for the wishes of the employee and particular regard for the needs of the City. Vacation periods for Department Heads shall be as determined and approved by the City Manager or his/her designee.

c. USE OF VACATION: A full-time employee shall accrue vacation but may not utilize such during the first six (6) months of employment.

d. CARRY-OVER OF VACATION: The maximum number of vacation days that may be carried over from one (1) calendar year to the next is the equivalent of four hundred (400) hours.

e. VACATION BUY-BACK: Full-time employees may at their option buy-back up to ~~40~~ 60 hours of vacation time per calendar year. Employees shall request the buy-back in writing to the Finance Department. No negative leave balances shall accrue due to a buy-back allowed under this Section. This program shall only be available when funding is provided for these purposes in the budget.

f. PAYMENT ON TERMINATION: In the event that an employee is discharged or the employee otherwise terminates his/her ~~terminated from~~ employment with the City, such employee shall be paid for any accrued vacation leave and compensatory time off which has accrued within the limits specified above.

g. PART-TIME AND TEMPORARY EMPLOYEES: Regular part-time employees, all other p~~P~~art-time/~~ or~~ temporary employees, seasonal employees and emergency employees shall not be eligible to receive vacation.

B. HOLIDAYS

1. Each full-time regular and probationary employee and management employee shall be entitled to the following holidays with pay:

a. New Years' Day - January 1

b. President's Day - Third Monday in February

c. Memorial Day - Last Monday in May

d. Fourth of July

e. Labor Day - First Monday in September

f. Veterans' Day - November 11

g. Thanksgiving Day - Fourth Thursday in November

h. The day following Thanksgiving

i. Christmas Day - December 25

All other at-will employees are not eligible for holidays with pay.

j. Three (3) ~~discretionary~~ personal holidays annually may be taken by an employee who has successfully completed probation, at ~~his or~~ his/her convenience, subject to approval of the Department Head. The maximum ~~number of discretionary~~personal holidays that may be accrued is 48 hours. At the discretion of the City Manager, on a case-by-case basis, accruals over the maximum may be extended for the period of six (6) months before lost. In the event employment is terminated with the City, a regular/non-probationary employee shall be paid for ~~accrued discretionary~~ personal holidays which have accrued within the limits specified above.

2. WEEKEND HOLIDAYS: Whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

3. ENTITLEMENT TO HOLIDAY COMPENSATION: No employee shall be entitled to compensation for any holiday herein specified unless such employee shall have been employed by the City on the day preceding and the day following such holiday. For the purposes

of this paragraph, an employee who is absent on authorized vacation with pay or on accrued sick leave shall be deemed to be employed at such time.

C. SICK LEAVE

1. PURPOSE FOR SICK LEAVE. Sick leave may be granted by the City to permit the employee to be absent from duty without the loss of pay ~~because of illness, injury, quarantine due to exposure to contagious disease, illness or injury of~~ for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or for an employee who is a victim of domestic violence, sexual assault, stalking or other crime, for the purposes described in subdivision (c) of Labor Code Section 230 and subdivision (a) of Labor Code Section 230.1. (For provisions on leave and reasonable accommodation for victimsof crimes, see also Rule XVI, Section E.) ~~a member of the employee's immediate family requiring the employee's attendance, or when otherwise required by Federal or State law, and for attendance at medical, dental and optical appointments to the extent that such appointments cannot be scheduled outside the work day~~. Sick leave is a protection provided by the City to be granted in circumstances of adversity, and is intended to promote the health and welfare of the individual employee and his/her family member. Sick leave is not an earned right to time off from work.

2. DEFINITIONS. For purposes of this Section ~~an employee's "immediate family" shall consist of the employee's spouse, children, step-children, the employee's or spouse's mother, father, brother, sister, grandchildren or grandparents or other members of the employee's family residing in the employee's home, or other members of the employee's family primarily dependent upon the employee.~~, the following terms shall have the following meanings unless the context clearly indicates otherwise:

a. "Employee's family member" means any of the following: an employee's child, spouse, registered domestic partner sibling, parent, grandchild or grandparent; a child, sibling, parent, grandchild, or grandparent of the employee's spouse or registered domestic partner; or other members of the employee's family residing in the employee's home to whom the employee stands in loco parentis.

b. "Child" or "Children" means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; and regardless of age or dependency status.

c. "Parent" means a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee or his/her spouse or registered domestic partner was a minor child.

3. APPLICABILITY. All conditions and restrictions set forth herein upon the use by an employee of sick leave also shall apply to the use by an employee of sick leave to attend to an illness of a member of the employee's family.

~~1.~~4. SICK LEAVE ACCRUAL

a. Full-Time Employees.

(1) Beginning with the date of hire or July 1, 2015, whichever occurs later, all management employees, full-time regular employees and all full-time employees on probationary status in a regular position shall accrue paid sick leave at the rate of eight (8) hours per month. Each full time regular employee and each full-time employee on probationary status in a regular position, shall accrue sick leave but may not utilize such ~~during the first six (6) months~~ until the 90th day of employment, after which day such employee may use paid sick days as they are accrued.

(2) Unused sick leave may be accumulated and carried over to subsequent years, up to one thousand two hundred and fifty (1,250) hours maximum.

(3) Paid sick leave does not continue to accrue once an employee has exhausted all paid leaves, such as during any period of time that an employee is on unpaid status including any unpaid leave of absence, or upon separation from employment.

b. Seasonal, Part-Time, ~~and~~ Temporary and other at-will employees shall ~~not be eligible to accrue sick leave~~ be eligible for sick leave only in accordance with the City of Highland Part-Time and Temporary Employees Sick Leave Policy set forth in Appendix C, attached hereto.

c. Employees shall be eligible to take sick leave ~~after six (6) months~~ beginning on the 90th day of employment, except that sick leave qualifying for benefits under the federal Family Medical Leave Act or the California Family Rights Act ~~or other State or Federal Act~~ may be taken only after the employee has completed one (1) year of service and at least one thousand two hundred fifty (1,250) hours of work within the preceding twelve (12) months.

d. Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.

e. Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave as provided herein.

f. Sick leave shall not be accrued by an employee absent from duty after separation from City service, or during a City authorized leave of absence without pay, or any other absence from duty not authorized by the City.

~~2.~~5. SICK LEAVE USE - PROCEDURE (NON-FMLA LEAVE)

a. If the need for paid sick leave is foreseeable, such as for medical appointments, the employee shall provide reasonable advance notification to his/her supervisor. When an employee is incapacitated from the performance of his/her duties for reasons that entitle him/her to the use of sick leave not otherwise authorized by the federal Family Medical Leave Act or California Family Rights Act, or other provision of State or Federal Law, or when the employee is needed to assist an ill or injured family member, he/she must notify his/her supervisor within

thirty (30) minutes of the beginning of the work day that the employee is absent. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable.

b. An employee shall be responsible for informing his/her supervisor of his/her health status until he/she returns to work.

c. Upon returning to work, each employee must submit a completed Personnel Action form approved by the supervisor and forwarded to payroll.

d. Sick leave benefits may be taken in one-quarter (1/4) hour increments.

e. An employee may be granted sick leave only in case of actual sickness as defined above. In the event that an employee or ~~a member of the~~ employee's family member recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.

f. In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor within ~~one (1) hour~~ thirty (30) minutes ~~after the time established as~~of the beginning of the employee's work day, unless the City determines that the employee's duties require more restrictive reporting. Failure to do so without good reason, such as emergency circumstances, shall result in that day of absence being treated as leave of absence without pay.

g. If the employee is absent on sick leave for more than one (1) day, the employee shall keep his/her immediate supervisor informed as to the date the employee expects to return to work.

~~h. Sick leave shall not be granted to any employee absent from duty as a result of any sickness, injury or disability purposely self-inflicted or caused by willful misconduct.~~

~~i.~~h. Sick leave shall not be granted to any employee absent from duty after separation from City service, or during a City authorized leave of absence without pay, or any other absence from duty not authorized by the City.

~~j.~~i. Sick leave shall not be granted to any employee to permit an extension of the employee's vacation.

~~k.~~j. Sick leave shall not be granted to any employee ~~during the first six (6) full calendar months~~ until the 90th day of the employee's employment. However, on the ~~successful completion of six (6) months~~ 90th day of employment, the employee shall be credited with sick leave that would otherwise have been accrued during the probationary period as provided herein. Employees shall not be granted, and accordingly are not entitled to take, paid sick leave in advance of its accrual.

~~l.~~k. The City Manager or the Department Director~~Head~~ may require the employee to submit a written verification that his/her absence is for sick leave purposes and may require submittal of a ~~physician's~~ medical certification from a licensed health care provider at any time as to the employee's need for sick leave~~sickness or injury of the employee or his/her immediate family member~~ and the date of the employee's intended return to work. An absence on sick leave exceeding three (3) consecutive working days or combination of two (2) working days which incorporate a weekend (e.g., Thursday and Friday plus weekend, or Friday and Monday including weekend) must be supported by a medical certificate establishing the employee's need for sick leave.

l. Employees using sick leave for 3 or more consecutive days may be required to report on their status and intent to return to work.

~~m.~~m. In addition to the above, if, after reviewing an employee's record of sick-leave usage, the City believes sufficient cause exists to suspect abuse of sick leave, a medical certificate may be required for any subsequent use of sick leave. Confirmed abuse or improper use of sick leave may be cause for disciplinary action.

~~n. Employees will not be permitted to use vacation in lieu of sick leave unless approved by the Personnel Director.~~

~~o.~~n. When approved in advance, paid sick leave may be used to attend medical, dental or optical examinations or treatments, to the extent such appointments cannot be scheduled outside the work day.

~~p.~~o. Except as otherwise required by state or federal law, a~~A~~n employee on sick leave must exhaust all other paid leaves, including, but not limited to, vacation leave and administrative leave, before sick leave may be taken without pay. This provision shall not apply to accrued compensatory time off.

~~q.~~p. Sick leave shall run concurrently with all other health-related but non-sick leave benefits, including, but not limited to, leave for worker's compensation injuries.

~~r.~~q. If an employee is on sick leave on the day the City observes a holiday, that day shall not be counted as a day of sick leave.

~~s.~~r. Sick leave shall be limited to one of the following:

(1) Sick leave which does not qualify for benefits under the federal Family Medical Leave Act or California Family Rights Act, or other applicable State or Federal ~~Act~~law, shall be limited to the paid time accrued or authorized to be used pursuant to these Rules, or

(2) Sick leave which qualifies for benefits under the federal Family Medical Leave Act or ~~other State or Federal Act~~ California Family Rights Act, or other applicable State or Federal law, as provided under Section C of these Rules, below. ~~shall be limited to a period of twelve (12) weeks during the twelve (12) month period starting from the date the employee's qualifying leave began, except that a longer period may be authorized for employees~~

~~who establish a medical disability related to pregnancy, as provided in Section E below. The "date qualifying leave began" shall begin on the date notice is given by the City that the leave is qualifying, or may be made retroactive to the date of the onset of the qualifying condition if the qualifying leave is later confirmed within fifteen (15) days after a request is made by the City that certification of qualifying leave be provided by a health care provider.~~

~~t.~~r. Leave qualifying under the federal Family Medical Leave Act or ~~other State or Federal Act~~ California Family Rights Act for the employee's own serious health condition shall be exhausted concurrently with accrued paid sick leave or other sick leave qualifying under this sick leave policy. ~~Such leave shall be confirmed by the employee in advance, where possible, by the employee on a form provided by the City, or within fifteen (15) days after a request is made by the City that certification of qualifying leave be provided by a health care provider.~~

s. The City shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Labor Code Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages.

~~3.~~6. SICK LEAVE BUY-BACK INCENTIVE; SEPARATION FROM EMPLOYMENT AND REHIRE

a. Any regular full-time employee may buy-back up to forty-eight (48) hours of sick leave per year. The forty-eight (48) hours eligible to be bought back by an employee shall be reduced by each hour of sick leave taken per calendar year based on the previous year's usage. In no case shall such buy-back reduce an employee's accumulated sick leave balance below one hundred ninety-two (192) hours.

b. Any regular full-time employee who separates (for other than cause) or retires from the City, after a minimum of ten (10) years of service shall be compensated for forty percent (40%) of all unused sick leave at his/her current rate of pay.

c. Except as otherwise provided by this section, the City shall not compensate any employee for accrued, unused paid sick days upon termination, resignation, retirement, or other separation from employment. To the extent required by State law, if an employee separates from the City and is rehired by the City within one year from the date of separation, previously accrued and unused paid sick days shall be reinstated; and the employee shall be entitled to use those previously accrued and unused paid sick days and to accrue additional paid sick days upon rehiring.

~~4.~~7. EXCESSIVE SICK LEAVE USAGE OR ABUSE OF SICK LEAVE:

a. An employee who is excessively absent may be subject to disciplinary action to the extent permitted by state and federal law, including the ADA, FEHA and CFRA. Excessive absenteeism shall be defined as absence in excess of the average annual Departmental sick leave usage. Excessive absenteeism may occur regardless of the employee's accrual.

b. An employee who claims entitlement to sick leave but who does not meet the requirements of sick leave as defined above, may be subject to disciplinary action for abuse of sick leave.

~~5.~~8. EVALUATION OF SICK LEAVE USAGE:

Each employee's annual or special evaluation shall contain a statement of the employee's use of sick leave during the evaluation period and state that the usage is excessive if it exceeds the Departmental average as set forth above. Excessive use or abuse of sick leave will be considered in establishing the performance rating.

~~6.~~9. RETURN TO WORK: FITNESS FOR DUTY CERTIFICATION

As a condition of reinstatement of an employee returning to work following an illness, injury or disability, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

~~b. Regular employees unable to perform the essential functions of their position, with or without reasonable accommodation, as a result of a physical or psychological illness or injury for a period of six (6) months from the first date of the absence shall:~~

~~(1) Be terminated from employment. Employees who are separated pursuant to this Section shall be accorded procedural due process (i.e., notice and an opportunity to respond to the separation) in accordance with the appeal procedures for disciplinary actions outlined in these Rules and procedures; or~~

~~(2) Be offered the opportunity to resign from the position and be placed on a rehire list for a period not to exceed one (1) year. Any employee returning to work pursuant to this Section shall provide to the Personnel Director verification from a medical practitioner of his/her ability to return to work and perform the essential functions of his/her position, with our without accommodation.~~

~~If during the period in which the employee is on the rehire list, the employee is physically and/or psychologically able to resume the duties of his/her previous position and there is a vacant position in the employee' classification, the employee will be entitled to return to that position with all the rights, benefits, and responsibilities of a regular employee. However, an employee on a rehire list shall not accrue seniority. Thus, the employee will return to work with the same amount of seniority held prior to being placed on the rehire list. Placement on the rehire list does not preclude an employee from applying for a disability retirement.~~

10. NON-RETALIATION.

Employees shall not be denied the use of accrued Paid Sick Leave, shall be free from threats of discharge, demotion, or suspension, and shall not be retaliated against for exercising their right to use accrued Paid Sick Leave.

D. FAMILY CARE AND MEDICAL LEAVE

1. POLICY: To the extent not already provided for under current leave policies and provisions, the City will provide ~~family and medical care leave~~ leaves of absence ~~for eligible employees~~ as required by ~~State and Federal law.~~ the federal Family and Medical Leave Act of 1993 ("FMLA") and the California Moore-Brown-Roberti Family Rights Act ("CFRA") without pay to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, parent or other specified family member with a serious health condition; or due to the employee's own serious health condition; for FMLA/CFRA qualifying exigency leave; or for FMLA caregiver leave. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the FMLA and CFRA, the Department of Labor regulations implementing the ~~Federal Family and Medical Leave Act of 1993 ("FMLA")~~ and the California regulations of the ~~California Family Rights Act ("CFRA")~~. Unless otherwise provided by this Section, "leave" or "FMLA/CFRA leave" under this Section shall mean leave pursuant to the FMLA and CFRA.

2. DEFINITIONS. The following terms shall have the following meanings in this Section, except as otherwise specifically provided.

a. "12-Month Period" means a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

b. "Caregiver leave", for purposes of the FMLA only, means leave to care for a spouse, son, daughter, parent, or "next of kin" who is a covered servicemember of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces (this leave can run up to 26 weeks of unpaid leave during a single 12-month period) (under the FMLA only, not the CFRA).

(1) For caregiver leave under the FMLA only, see definition of "serious injury or illness" under Subsection (h)(3) of this Section.

~~b.~~c. "Child" for purposes of the FMLA only, means a child under the age of eighteen (18) years of age, or eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child, legal ward, or a child of a person standing in loco parentis (in place of a parent).

~~c.~~(1) A child is "incapable of self-care", for purposes of the FMLA only, if he/she requires active assistance or supervision to provide daily self-care in three (3) or more of the activities of daily living such as caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.

d. "Child" means, for purposes of the CFRA only, a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.

~~d.~~e. "Covered family member" means, for the purpose of CFRA qualifying exigency leave only, an employee's spouse, domestic partner, child or parent in the United States Armed Forces.

f. "Domestic partner," for the purpose of the CFRA only, shall have the same meaning as defined in Family Code Section 297.

g. "Grandchild" means, for the purpose of the CFRA only, a child of the employee's child.

h. "Grandparent" means, for the purpose of the CFRA only, a parent of the employee's parent.

~~h.~~. "Health Care Provider" means:

(1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;

(2) Individuals duly licensed as a physician, surgeon or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treat or supervise treatment of a serious health condition;

(3) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California state law;

(4) Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;

(5) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and

(6) Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

j. "Parent" means the biological parent of an employee or an individual who stands or stood in loco parentis to an employee when the employee was a child; and in addition to the foregoing, for purposes of CFRA leave only, a "parent" also includes parents-in-law. ~~This term does not include parents-in-law.~~

~~f~~k. "Qualifying exigency leave" means as follows:

(1) For purposes of the FMLA, leave taken for any of the following reasons:

(a) Short-notice deployment. This includes leave taken to address any issue that arises because a covered military member is notified of an impending call or order to active duty in support of a contingency operation seven or less calendar days prior to the date of deployment. The leave may be used for a period of seven (7) calendar days beginning on the date a covered military member is notified of an impending call or order to active duty in support of a contingency operation.

(b) Military events and related activities. This includes leave to attend an official ceremony program or event sponsored by the military that is related to the active duty or call to active duty; and family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations or the American Red Cross, that are related to the active duty or call to active duty.

(c) Childcare and school activities. This includes leave to arrange alternative childcare when the active duty or call to active duty necessitates a change in childcare arrangements for a child; to arrange childcare on an urgent, immediate need basis when the need for care arises from the active duty or call to active duty status; to enroll or transfer a child to a new school or daycare facility; to attend meetings with staff at a school or a daycare facility regarding disciplinary measures, counseling, or parent-teacher conferences. For purposes of qualifying exigency leave, "child" means a child under 18, or a child age 18 or older and incapable of self-care because of mental or physical disability at the time the qualifying exigency leave commences.

(d) Financial and legal arrangements. This includes leave to make or update financial or legal arrangements to address the covered military member's absence while on active duty or call to active duty, to act as the covered military member's representative before governmental agencies to obtain, arrange, or appeal military service benefits while the covered military member is on active duty status, and for a period of 90 days following the covered military member's active duty status.

(e) Counseling. This includes leave to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or for a child. The need for counseling must arise from the active duty or call to active duty status of a covered military member.

(f) Rest and recuperation. This includes leave to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment.

(g) Post-deployment activities. This leave includes leave to attend arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for 90 days following termination of the covered military member's active duty status; and leave taken to address issues arising from the covered military

member's death while on active duty such as meeting and recovering the body, making funeral arrangements.

(h) Additional activities agreed to by the City and the employee. Additional activities includes leave to address other events arising out of the covered military member's active duty or call to active duty status. An employee shall not take leave for any additional activities not encompassed in subparagraphs (1) through (7) of this Section D.2.k, unless the City and the employee agree that the leave qualifies as an exigency and agree to the timing and duration of the leave.

(2) For purposes of the CFRA, a "qualifying exigency related to the covered active duty or call to active duty of the employee's spouse, domestic partner, child or parent (covered family members) in the Armed Forces of the United States", as specified in Section 3302.2 of the Unemployment Insurance Code, including leave taken for any of the following reasons:

(a) Activities undertaken within seven calendar days from the date that a covered family member is notified of an impending call or order to covered active duty to address any issue arising from that call or order;

(b) Attendance at either or both of (a) an official ceremony, program, or military sponsored event related to the active duty or call to covered active duty of the covered family member; or (b) a family support or assistance program sponsored or promoted by the military, military service organization, or the American Red Cross related to the covered active duty or call to active duty of the covered family member;

(c) Childcare activities related to the active duty or call to active duty of a child for whom the spouse, domestic partner, child or parent in the Armed Forces of the united States stands in loco parentis, who is either not more than 18 years of age, or, if equal to or more than 18 years of age, is incapable of self-care because of a disability at the time that the paid leave is to commence, including arranging for alternative childcare or providing childcare on an urgent basis when such is necessitated by the covered active duty or call of the covered family member, enrolling or transferring the child to a new school or day care facility, or attending meetings with staff at the child's school or day care facility. when any of the foregoing are necessitated by or arise from the covered family member's active duty or call to covered active duty;

(d) Making financial or legal arrangements to address the absence of the covered family member on covered active duty;

(e) Acting as the representative of the covered family member related to military service benefits while the covered family member is on covered active duty or call to cover active duty;

(f) Attending counseling provided by someone other than a health care provider, for oneself, for a covered family member in the Armed Forces, or for a child for whom this person stands in loco parentis, who is either not more than 18 years of age, or equal to or more than 18 years of age and incapable of self-care because of a disability at the

time that the paid leave is to commence, if the need for counseling arises from the covered active duty or call to covered active duty of the covered family member;

(g) Accompanying a covered family member while that individual is on short-term, temporary, rest and recuperation leave during a period of deployment in a foreign country;

(h) Attending official ceremonies or reintegration briefings and events, and any other official program sponsored by the military for a period of 90 days following termination of covered active duty of a covered family member;

(i) Addressing issues arising from the death of a covered family member while on covered active duty status;

(j) Arranging for the care of a parent of a covered family member when that parent is incapable of self-care during the covered family member's active duty, including (a) arranging for alterative care for the parent because the covered active duty or call to covered active duty of the covered family member necessitates a change in the parent's existing care arrangement; or (b) providing care for such parent on an urgent, immediate need basis when the need arises from the covered active duty of the covered family member; or (c) admitting or transferring the parent to a care facility when admission or transfer is necessitated by the covered active duty or call to covered active duty of the covered family member; or (d) attending meetings with staff at the parent's care facility when such meetings are necessitated by the covered activity duty or call to covered active duty of the covered family member;

(k) Any other activities to address other events arising out of the active duty or call to active duty of a covered family member, provided that the employer and employee agree that this leave shall qualify as an exigency, and agree to both the timing and duration of the leave.

~~g.~~l. "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves:

(1) Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom); or

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

(a) A period of incapacity (i.e., inability to work, or perform other regular daily activities due to serious health condition of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(i) Treatment two (2) or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or

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

(b) Any period of incapacity due to pregnancy or for prenatal care. (This entitles the employee to FMLA leave, but not CFRA leave. Under California law an employee disabled by pregnancy is entitled to pregnancy disability leave. See Rule XV.E for the City of Highland Pregnancy Disability Leave Policy.)

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

(i) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(ii) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(iii) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one (1) day.

(d) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider.

(e) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medic al intervention or treatment.

(3) For caregiver leave under the FMLA only, "serious injury or illness" means an injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his/her office, grade or ranking including:

(a) in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; or

(b) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

m. "Sibling", for purposes of the CFRA only, means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

n. "Spouse"

(1) "Spouse", for purposes of the FMLA only, means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex or common law marriage that either: (i) was entered into in a State that recognizes such marriages; or (ii) if entered into outside of any State, is valid in the place where entered into and could have been entered into in at least one State.

(2) "Spouse", for purposes of the CFRA only, means a partner in marriage as defined in Family Code Section 300 or a domestic partner within the meaning of Family Code Sections 297 through 297.5; and includes same-sex partners in marriage.

3. REASONS FOR LEAVE: Leave is only permitted for the following reasons:

a. The birth of a child or to care for a newborn of an employee;

b. The placement of a child with an employee in connection with the adoption or foster care of a child;

c. Leave to care for a child, parent, ~~or a~~ spouse or domestic partner who has a serious health condition; or

d. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.

e. For caregiver leave.

f. For qualifying exigency leave.

3. EMPLOYEES ELIGIBLE FOR LEAVE: An employee is eligible for leave if the employee:

a. Has been employed for at least twelve (12) months; and

b. Has been employed for at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of the leave.

4. AMOUNT OF LEAVE: For FMLA/CFRA leave, eligible ~~Eligible~~ employees are entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. For caregiver leave, eligible employees may request up to a maximum of 26 weeks to care for a covered servicemember within a single 12-month period.

a. The City uses twelve (12) months rolling backwards from the date leave is requested to commence to calculate the twelve (12) month period. Any combination of family leave and medical leave may not exceed this maximum limit. Where FMLA leave qualifies as both caregiver leave and care for a family member with a serious health condition, the leave will be designated as caregiver leave first.

b. For caregiver leave, if an eligible employee does not take all of his/her 26 workweeks of leave entitlement to care for a covered servicemember during the "single 12-month period," the remaining part of his/her 26 workweeks of leave entitlement to care for the covered servicemember is forfeited.

c. Minimum Duration of Leave

(1) If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one (1) year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two (2) weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one (1) day, but less than two (2) weeks duration on any two occasions.

(2) If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this policy must be complied with.

d. Spouses Both Employed By the City - FMLA Bonding Leave

In any case in which ~~a husband and wife~~spouses both employed by the City are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) workweeks during any twelve (12) month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e., bonding

leave). This limitation does not apply to CFRA bonding leave, or to any other type of leave under this policy when both spouses employed by the City.

e. Relationship to CFRA Leave to Pregnancy Disability Leave. If an employee is eligible for CFRA leave, the employee has certain rights to take both a Pregnancy Disability leave and CFRA leave for reason of the birth of the employee's child. Normally, leave taken under CFRA and FMLA run concurrently, except in the case of Pregnancy Disability leave, which runs concurrently with FMLA only. If an employee qualifies for both CFRA leave and Pregnancy Disability leave for reason of the birth of the employee's child and/or the employee's own serious health condition, the maximum leave entitlement for both CFRA leave and Pregnancy Disability leave is the working days in 29⅓ workweeks. This assumes that the employee is disabled by pregnancy for four months (the working days in 17⅓ weeks) and then requests, and is eligible for, a 12-week CFRA leave for reason of the birth of the employee's child. (For more information on Pregnancy Disability Leave Policy, see Rule XV.E.)

5. EMPLOYEE BENEFITS WHILE ON LEAVE: Leave under this policy is unpaid.

a. HEALTH INSURANCE BENEFITS: Subject to the terms, conditions, and limitations of the applicable plans, while ~~While~~ on leave, an employee will continue to be covered by the City's group health insurance to the same extent that coverage is provided while the employee is on the job, for a period not to exceed twelve (12) weeks from the initiation of the leave, or until such time as accrued paid sick leave and other paid leaves provided for under these Rules are exhausted, whichever is later. However, employees will not continue to be covered under the City's non-health benefit plans which are not provided pursuant to the City's group health plans. "Group health benefits" shall include medical, vision, dental, long term disability and life insurance coverage at the levels determined, maintained and paid for by the City prior to the sick leave, but shall not include excess contributions otherwise provided through deferred compensation.

b. EMPLOYEE CONTRIBUTION: Employees may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, the City will inform the employee whether the premiums should be paid to the carrier or to the City. Coverage on a particular plan may be dropped if the employee is more than thirty (30) days late in making a premium payment. However, the employee shall be given at least fifteen (15) days' notice before coverage is to cease, advising him/her that he/she will be dropped if the premium payment is not paid by a certain date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

c. CITY RIGHT TO RECOVER: In addition, the City may recover its share of health plan premiums for the entire unpaid leave period if both of the following conditions occur:

(1) The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to returned from leave" if he/she works less than thirty (30) days after returning from leave.

(2) The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member that entitled the employee to leave, or other circumstances beyond the control of the employee.

(3) The City shall have the right to recover premiums through deduction from any sums due the City (e.g., unpaid wages, vacation pay, etc.).

d. ACCRUAL OF BENEFITS DURING FMLA/CFRA LEAVE. Any seniority and other benefits normally accrued during any period of paid leave, shall also accrue during any part of a paid FMLA/CFRA leave. Seniority and other benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during any period of unpaid FMLA/CFRA leave. Upon the employee's return to work from FMLA/CFRA leave, the employee will have the same level of accrued leave balances that he/she had when the FMLA/CFRA leave commenced, except as those accrued leave balances were reduced to provide the employee with paid FMLA/CFRA leave in accordance with this Section. Benefit accruals will resume upon return to active employment

6. SUBSTITUTION OF PAID ACCRUED LEAVES: While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leaves. Similarly, the City may require an employee to concurrently use paid accrued leaves after requesting FMLA and/or CFRA leave, and may also require an employee to use Family and Medical Care Leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA-qualifying.

a. Employee's Right to Use Paid Accrued Leaves Concurrently with Family Leave: Where an employee has earned or accrued paid vacation, administrative leave, compensatory time, or personal or family leave, that leave may be substituted for all or part of any (otherwise) unpaid leave under this policy.

(1) With respect to sick leave, an employee is entitled to use sick leave concurrently with leave under this policy if:

(a) The leave is for the employee's own serious health condition; or

(b) The leave is needed to care for a parent, spouse or child with a serious health condition, and would be permitted as sick leave under the City's sick leave policy.

b. City's Right to Require an Employee to Use Paid Leave When Using FMLA/CFRA Leave: Employees must exhaust their accrued leaves concurrently with FMLA/CFRA leave to the same extent that employees have the right to use their accrued leaves concurrently with FMLA/CFRA leave, with two exceptions:

(1) Employees are not required to use accrued compensatory time earned in lieu of overtime earned pursuant to the Fair Labor Standards Act; and

(2) Employees will only be required to use sick leave concurrently with FMLA/CFRA leave if the leave is for the employee's own serious health condition.

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

(1) If an employee takes a leave of absence for any reason which is FMLA/CFRA qualifying, the City may designate that non-FMLA/CFRA leave as running concurrently with the employee's twelve (12) week FMLA/CFRA leave entitlement.

(2) When the circumstances of an employee's long-term disability leave also constitute a serious health condition under the FMLA and/or CFRA leave, the City may designate such disability leave as a "serious health condition" and FMLA/CFRA-qualifying. Long-term disability leave is a form of paid leave, and as a result, the provisions for substitution of the employee's earned or accrued paid leave are not applicable, and neither the employee nor the City may require the substitution of paid leaves for the duration of any such long-term disability leave. However, the City and the employee may agree to have accrued paid leaves supplement the employee's long-term disability insurance plan benefits, up to (but not to exceed) the employee's full time salary or wages. Temporary part-time employees, seasonal employees, emergency employees, or any other hourly employees are not eligible for benefits under the City's Long-Term Disability Insurance Plan.

(3) The City may designate a workers' compensation injury that also constitutes a "serious health condition" as FMLA/CFRA-qualifying. As with paid short term disability leave and long-term disability leave, workers' compensation absence is not unpaid, and the provisions regarding substitution of paid leave do not apply. However, if permitted by California law, the City and the employee may agree to have paid leaves (vacation, floating, sick, etc.) supplement the employee's workers' compensation benefits up to (but not to exceed) the employee's normal full-time salary or wages (or for hourly employees, not to exceed their regular hourly wage rate capped at their maximum hours). Time spent on leave while receiving Workers' Compensation benefits or disability benefits under the City's short term disability policy, may be counted toward the employee's 12 weeks of FMLA/CFRA leave if the employee is otherwise an eligible employee under the FMLA/CFRA.

(4) An employee on FMLA/CFRA leave may also be eligible for payment of Paid Family Leave under California law. Interested employees should contact the California Employment Development Department for information at http://www.edd.ca.gov/ or 1-877-238-4373 (telephone) or 1-800-445-1312 (TTY).

d. City's and Employee's Rights if an Employee Requests Accrued Leave Without Mentioning Either the FMLA or CFRA: If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA qualifying purpose, the City may not ask the employee if the leave is for a FMLA/CFRA qualifying purpose. However, if the City denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA qualifying purpose, the City may inquire further into

the reason for the absence. If the reason is FMLA/CFRA qualifying, the City may require the employee to exhaust accrued leave as described above.

7. MEDICAL CERTIFICATION: Employees who request FMLA/CFRA leave for their own serious health condition, ~~or~~ to care for a child, parent or a spouse who has a serious health condition, for caregiver leave, or for qualifying exigency leave, must provide written certification from the health care provider ~~of the individual requiring care if requested by the City~~ in accordance with this Section.

~~If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position.~~

a. Contents.

(1) Diagnosis. The Certification should not disclose the underlying diagnosis of any serious health condition involved without the consent of the patient in accordance with California and federal law. For information that may be requested in connection with a second opinion, see sub-section (d) below.

(2) Information Required for Employee's Own Serious Health Condition. Employees who request leave for their own serious health condition (or for substance abuse leave), must provide Certification from the employee's health care provider, containing the following information: the date on which the serious health condition began; the probable duration of the serious health condition; and a statement by the health care provider that, due to the serious health condition, that the employee is unable to work at all or is unable to perform the essential functions of his/her position. The Certification shall be either a Form WH-380-E, issued by the U.S. Department of Labor; a form issued by the California Fair Employment and Housing Council; or the City form seeking the same information.

(3) Information Required for Family Member's Serious Health Condition. Employees who request leave to care for a child, parent, spouse or registered domestic partner who has a serious health condition (or for substance abuse leave), must provide a Certification from the family member's health care provider, containing the following information: the date on which the serious health condition began; the probable duration of the serious health condition; an estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care; and a statement that the serious health condition warrants the participation of a family member to provide care during the period of the treatment or supervision of the individual requiring care. The Certification shall be either a Form WH-380-F, issued by the U.S. Department of Labor; a form issued by the California Fair Employment and Housing Council; or the City form seeking the same information.

(4) Information Required for Caregiver Leave. Employees who request a Caregiver Leave must submit a Certification completed by an authorized health care provider of the covered servicemember as specified in the implementing regulations. The Certification shall be either a Form WH-385, issued by the U.S. Department of Labor; a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any

member of the covered servicemember's family; or the City form seeking the same information. A complete and sufficient Certification to support a request for Caregiver Leave must include written documentation confirming that the covered servicemember's injury or illness was incurred in the line of duty on active duty and that the covered servicemember is undergoing treatment for such injury or illness by a health care provider. The Certification should be limited to the condition for which the employee is seeking leave. Authentication and/or clarification of the Certification may be required by the City. Second or third medical opinions and recertifications may not be requested. The City may require an employee to provide confirmation of covered family relationship to the seriously injured or ill servicemember.

(5) Information Required for Qualifying Exigency Leave. The first time an employee requests leave because of a qualifying exigency, the employee shall provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on covered active duty, and the dates of the covered military member's covered active duty. A copy of new active duty orders or similar documentation shall be provided to the City if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different covered military member. The Certification shall be either a completed certification Form WH-384, issued by the U.S. Department of Labor, or the City form seeking the same information. If the qualifying exigency involves meeting with a third party, the City may contact the individual or entity with whom the employee is meeting to verify the meeting or appointment schedule and the nature of the meeting. The City may contact the Department of Defense to request verification that a covered military member is on active duty or call to active duty status.

~~a.~~b. Time to Provide a Certification. When the need for leave is foreseeable, the employee should submit the Certification at the time the employee gives notice of the need for FMLA/CFRA Leave or within five (5) business days after submitting his/her request for FMLA/CFRA Leave. In the case of unforeseen leave, the employee should submit the certification within five (5) business days of his/her determination of the need for FMLA/CFRA Leave or within five (5) business days after unforeseen FMLA/CFRA Leave commences, whichever occurs first. When an employee's leave is foreseeable and at least thirty (30) days' notice has been provided, if a medical certification is requested, the employee must provide it before the leave begins, unless it is not practicable for the employee to do so despite the employee's good faith efforts. When this is not ~~possible~~practicable, the employee must provide the requested certification to the City within the time frame requested by the City (which must allow at least fifteen (15) calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

~~b.~~c. Consequences for Failure to Provide an Adequate or Timely Certification. If an employee provides an incomplete or insufficient ~~medical c~~Certification, the ~~employee will be given a reasonable opportunity to cure any such deficiency~~ the City will advise him/her in writing as to what additional information is required, and the employee will have seven (7) calendar days (or longer, if unable to comply in that time frame despite the employee's diligent good faith efforts) to complete and return the form.

(1) However, if an employee fails to provide a medical certification within the time frame established by this policy and the law, the City may delay or deny the taking of FMLA/CFRA leave until the required certification is provided.

(2) With regard to CFRA leave, if an employee never produces the required certification or recertification for CFRA Leave, the leave is not CFRA Leave.

(3) The City may directly contact an employee's health care provider only to authenticate or clarify information provided on a Certification form without first obtaining the employee's permission. In compliance with the FMLA and its regulations, and to protect the medical privacy of the employee, or his/her family member, if the City determines that it is necessary to contact the health care provider, only a person employed in one of the following employment categories may contact the health care provider: the City's health care provider; the City's Personnel Manager, or an employee(s) of the Personnel Department charged with administering the City's leave policies. The employee's direct supervisor shall not contact the health care provider of the employee or family member. If the employee fails to provide the City with an authorization allowing the City to clarify the certification with the health care provider, and does not otherwise clarify the certification and the certification is unclear, the City may delay or deny the taking of FMLA/CFRA Leave.

(d) Second and Third Medical Opinions.

(1) Employee's Own Serious Health Condition (excluding Pregnancy Disability; see Rule XV.E). If the City has a good faith, objective reason to doubt the validity of a medical certification provided by the employee for his/her own serious health condition (except those involving pregnancy disability), the City may require a medical opinion by a second health care provider chosen and paid for by the City. The health care provider designated or approved by the City will not be employed on a regular basis by the City. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by the City and the employee, but paid for by the City. The opinion of the third provider will be binding. An employee may request a copy of the second and/or third health care opinions, or a recertification. An employee or probationary employee must authorize the release of relevant medical information pertaining to the condition for which leave is being sought to the second opinion or third opinion health care provider. If the employee fails to do so, approval of his/her request for FMLA/CFRA Leave may be delayed or denied.

(2) Caregiver Leave. Second or third medical opinions and recertifications may not be requested.

~~e.~~e. Recertification. ~~If the City has reason to doubt the validity of a certification, the City may require a medical opinion of a second health care provider chosen and paid for by the City. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by the City and the employee, but paid for by the City. The opinion of the third provider will be binding.~~ Upon expiration of the time period which the health care provider originally estimated that the employee needed for his/her own serious health condition, the employee must obtain recertification if additional leave is requested. The City may request recertifications as otherwise authorized by the FMLA and/or CFRA. Failure to provide

recertification may result in delay or denial of continuation of FMLA/CFRA Leave. An employee may request a copy of the health care provider's opinions when there is a recertification.

~~d.~~f. Intermittent Leave or Leave on a Reduced Leave Schedule. Leave may be taken in several blocks of time, or intermittently or on a reduced work schedule when medically advisable. If an employee requests intermittent leave ~~intermittently~~ (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. If intermittent leave is requested, the City may limit leave increments to the shortest period of time that the City's payroll system uses to account for absences or use of leave. The City may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternative position of equivalent pay and benefits that better accommodates the leave schedule.

8. EMPLOYEE NOTICE OF LEAVE: Although the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. Such notice may be orally given. Verbal notice should be sufficient to make the City aware that the employee needs FMLA/CFRA–qualifying leave, and the anticipated timing and duration of the leave.

a. Foreseeable Leave -- 30 Days Advance Notice. If leave is foreseeable, at least thirty (30) days' notice is required based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, or the planned medical treatment for a serious injury or illness of a covered servicemember. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. ~~Such notice may be orally given.~~ If the City determines that an employee's notice is inadequate or the employee knew about the need for the request leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute. The employee shall consult with the City and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to the operations of the City. Any such scheduling, however, shall be subject to the approval of the health care provider of the employee or the employee's child, parent or spouse.

(1) For foreseeable leave due to a qualifying exigency notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.

(2) In those cases where the employee is required to provide at least 30 days' notice of foreseeable leave and does not do so, the employee shall explain the reasons why such notice was not practicable upon a request from the employer for such information.

a. Unforeseeable Leave or 30 Days Not Practicable. If the need for leave is unforeseeable, or 30 days' notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. When the need for leave is not

foreseeable, an employee must still comply with the City's usual and customary notice and procedural requirements for requesting leave, absent an emergency or unusual or unforeseen circumstances.

(1) Notice may be given by the employee's spokesperson (e.g., spouse, adult family member, or other responsible party) if the employee is unable to do so personally.

b. Leave Due to Emergency or Unforeseen Circumstances. The City shall not deny a CFRA leave, the need for which is an emergency or is otherwise unforeseeable, on the basis that the employee did not provide advance notice of the need for the leave, so long as the employee provided notice to the City as soon as practicable.

8. CITY REVIEW AND DETERMINATION. Upon receipt of an employee's request for FMLA/CFRA leave, the Personnel Office shall review the request, and, when applicable, the medical certification and determine (a) if the employee is eligible, (b) if the notification/certification is sufficient, (c) if the employee is eligible for or required to take any paid leave, and (d) if the leave is limited (alternate schedule, duration, etc.). The City shall respond to the leave request as soon as practicable and in any event no later than five (5) business days after receiving the employee's request, as provided in Subsection (a) and (b). The City shall attempt to respond to the leave request before the date the leave is due to begin. Once given, approval shall be deemed retroactive to the date of the first day of the leave. Upon determination, the Personnel Office shall notify the employee in accordance with the following procedures.

a. Notice of Eligibility and Notice of Rights and Responsibilities: The Personnel Office will notify the employee of the employee's eligibility to take FMLA/CFRA Leave. Notice shall be given to the employee within five (5) business days of receiving the request, or within five (5) business days of when the City acquires knowledge that an employee's leave may be for an FMLA/CFRA-qualifying reason, absent extenuating circumstances. The eligibility notice may be given orally or in writing. The City shall also give written notice to the employee of his/her rights and responsibilities under the FMLA/CFRA, including the specific expectations and obligations of the employee and explaining any consequences of a failure to meet these obligations.

b. Designation Notice: The City will notify the employee in writing of the designation of leave as FMLA Leave, CFRA Leave, and/or both FMLA and CFRA Leave. Notice shall be given to the employee within five (5) business days of when the City has enough information to determine whether the leave is being taken for a FMLA/CFRA-qualifying reason, absent extenuating circumstances. If the City has enough information to provide a designation notice when the City gives the employee his/her notice of eligibility, the City will give the designation notice at that time.

c. At the time that the City notifies the employee of the designation of FMLA/CFRA Leave, the City will notify the employee whether the employee's request to use earned or accrued leave has been granted, and/or whether the City will require the employee to use any earned or accrued paid leave concurrently with the FMLA/CFRA Leave for which the leave is FMLA/CFRA-qualifying.

d. If the amount of leave needed is known at the time the City designates the leave as FMLA/CFRA-qualifying, the City will notify the employee of the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA leave entitlement in the designation notice. If it is not possible to provide the hours, days, or weeks that will be counted against the employee's FMLA/CFRA leave entitlement (such as in the case of unforeseeable intermittent leave), then the City will provide notice of the amount of leave counted against the employee's FMLA/CFRA leave entitlement upon the request by the employee, but no more often than once in a 30-day period and only if leave was taken in that period.

9. RETROACTIVE DESIGNATION OF FMLA/CFRA LEAVE.

a. The City may not retroactively designate leave as FMLA/CFRA Leave unless:

(1) The City learns for the first time that leave is for a FMLA/CFRA purpose after such leave has begun, such as when an employee gives notice of the need for an extension of paid leave (e.g. vacation) with an unpaid FMLA/CFRA leave. In such a situation, the entire period of paid leave may be retroactively counted as FMLA/CFRA leave for the period of the leave that was FMLA/CFRA-qualifying; or,

(2) The City ultimately confirms leave as FMLA/CFRA-qualifying and knew the reason for the leave, but was unable to determine if the leave qualified under FMLA and/or CFRA.

b. The City may also retroactively designate leave as FMLA and/or CFRA Leave to the extent otherwise authorized by federal and state law.

10. REINSTATEMENT UPON RETURN FROM LEAVE

~~a.~~ Right to Reinstatement. Upon expiration of leave, an employee is entitled to be reinstated to the same position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, unless: (1) there is no equivalent job available; (2) filling the equivalent (substantially similar) job would substantially undermine the City's ability to operate safely and efficiently; or (3) other grounds set out in the FMLA and/or CFRA. If an employee is no longer qualified for his/her prior position because of the employee's inability to attend a necessary course, renew a license, etc., as a result of the leave, the employee shall be given a reasonable opportunity to fulfill those conditions upon return to work. (For discussion of reinstatement of key employees, see subsection (d) below.)

An employee's use of FMLA/CFRA leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA/CFRA leave. However, employees ~~Employees~~ have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the

reinstatement date differs from the original agreement of the employee and City, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.

Upon request, the City will provide the employee a guarantee of employment in the same or an equivalent job with equivalent pay, benefits, and other employment terms and conditions upon returning from leave.

~~b.~~ Employee's Obligation to Periodically Report on StatusHis/Her ~~Condition~~. Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

~~c.~~ Fitness for Duty Certification. As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement. If an employee is on an intermittent or reduced leave schedule, the City may request a certification of fitness to return to duty for such absences up to once every thirty (30) days if reasonable safety concerns exist regarding the employee's ability to perform his/her duties, based on the serious health condition for which the employee took such leave. ~~The City will not terminate the employment of the employee while awaiting such a certification of fitness to return to duty for an intermittent or reduced schedule leave absence.~~ "Reasonable safety concerns" means a reasonable belief of significant risk of harm to the individual employee or others. In determining whether reasonable safety concerns exist, the City will consider the nature and severity of the potential harm and the likelihood that potential harm will occur.

~~d. Reinstatement of Key Employees. The City may deny reinstatement to a "key" employee (e.g., an employee who is among the highest paid 10 percent (10%) of City employees) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the City, and the employee is notified of the City's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur.~~

11. FAILURE TO RETURN FROM FMLA/CFRA LEAVE. If an employee fails to report to work promptly at the end of the approved leave period, the City will assume that the employee has resigned. In such event, the City will notify the employee of its intention to treat the employee's failure to return as a resignation from employment. If the employee does not respond within five (5) business days of written notification sent by the City to the employee's last known address on file with the City, and provide justifiable reason(s) for his/her failure to return to work, the employee will be separated from employment based on resignation.

12. EXTENSION OF FMLA/CFRA LEAVE. If an employee wishes to request an extension of leave due to the continuation, recurrence, or onset of his/her own serious health condition, or of the serious health condition of the employee's spouse, registered domestic partner, child, or parent, the employee must submit a request for an extension in writing and may be required to provide subsequent re-certifications. This written request and re-certification (if

applicable) should be made as soon as the employee realizes that he/she will not be able to return at the expiration of the leave period in accordance with the City's general leave of absence policy (Rule XVI).

~~11.~~13. REQUIRED FORMS AND PROCEDURES

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

a. "Request for Family Leave Form" ~~prepared by the City, to be eligible for leave~~. Eligible employees should submit a request for FMLA/CFRA leave to their supervisors at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events. A request does not have to be in writing, but a written request will assist the City in evaluating the employee's request. (Employees may obtain a Request for Family Leave Form from the Personnel Department.) Failure to comply with the notice requirement is grounds for, and may result in, deferral of the requested leave until the employee complies with the policy. (NOTE: Employees will receive a City response to their request, which will set forth certain conditions of the leave.)~~;~~

b. Certification Form ~~Medical certification~~ either for the employee's own serious health condition or for the serious health condition of a child, parent or spouse; or for caregiver leave; or for qualifying exigency leave. Employees requesting FMLA/CFRA Leave for any eligible reason are required to submit a completed "Certification of Physician or Practitioner" form, ("Certification"). Forms may be obtained from the Personnel Department. The employee should submit the Certification within five (5) business days after submitting his/her request for FMLA/CFRA Leave where the need for leave is foreseeable; and within five (5) business days of determination of an unforeseen need for FMLA/CFRA Leave or within five (5) business days after unforeseen FMLA/CFRA Leave commences, whichever occurs first. If an employee provides an incomplete or insufficient Certification, the City will advise him/her in writing as to what additional information is required, and the employee will have seven (7) calendar days (or longer, if unable to comply in that time frame despite the employee's diligent good faith efforts) to complete and return the form. If an employee fails to provide a Certification within the time frame established by this policy and the law, the City may delay or deny the taking of FMLA/CFRA Leave until the required certification is provided..

(1) The Certification should not disclose the underlying diagnosis of any serious health condition involved without the consent of the patient in accordance with California and federal law.

(2) Information Required for Employee's Own Serious Health Condition. Employees who request leave for their own serious health condition (or for substance abuse leave), must provide Certification from the employee's health care provider, containing the following information: the date on which the serious health condition began; the probable duration of the serious health condition; and a statement by the health care provider that, due to the serious health condition, that the employee is unable to work at all or is unable to perform the essential functions of his/her position. The Certification shall be either a Form WH-380-E, issued by the

U.S. Department of Labor; a form issued by the California Fair Employment and Housing Council; or the City form seeking the same information.

(3) Information Required for Family Member's Serious Health Condition. Employees who request leave to care for a child, parent, spouse or registered domestic partner who has a serious health condition (or for substance abuse leave), must provide a Certification from the family member's health care provider, containing the following information: the date on which the serious health condition began; the probable duration of the serious health condition; an estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care; and a statement that the serious health condition warrants the participation of a family member to provide care during the period of the treatment or supervision of the individual requiring care. The Certification shall be either a Form WH-380-F, issued by the U.S. Department of Labor; a form issued by the California Fair Employment and Housing Council; or the City form seeking the same information.

(4) Information Required for Caregiver Leave. Employees who request a Caregiver Leave must submit a Certification completed by an authorized health care provider of the covered servicemember as specified in the implementing regulations. The Certification shall be either a Form WH-385, issued by the U.S. Department of Labor; a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered servicemember's family; or the City form seeking the same information. A complete and sufficient Certification to support a request for Caregiver Leave must include written documentation confirming that the covered servicemember's injury or illness was incurred in the line of duty on active duty and that the covered servicemember is undergoing treatment for such injury or illness by a health care provider. The Certification should be limited to the condition for which the employee is seeking leave. Authentication and/or clarification of the Certification may be required by the City. Second or third medical opinions and recertifications may not be requested. The City may require an employee to provide confirmation of covered family relationship to the seriously injured or ill servicemember, which may take the form of a simple statement from the employee, or a child's birth certificate, a court document, etc. The City is entitled to examine documentation such as a birth certificate, etc., but the employee is entitled to the return of the official document submitted for this purpose.

(5) Information Required for Qualifying Exigency Leave. The first time an employee requests leave because of a qualifying exigency, the employee shall provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on covered active duty, and the dates of the covered military member's covered active duty. A copy of new active duty orders or similar documentation shall be provided to the City if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different covered military member. The Certification shall be either a completed certification Form WH-384, issued by the U.S. Department of Labor; a form issued by the California Fair Employment and Housing Council; or the City form seeking the same information. If the qualifying exigency involves meeting with a third party, the City may contact the individual or entity with whom the employee is meeting to verify the meeting or appointment schedule and the nature of the meeting. The City may contact the Department of Defense to request verification that a covered military member is on active duty or call to active duty status.

(6) Time to Provide a Certification. When an employee's leave is foreseeable and at least thirty (30) days' notice has been provided, if a Certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested Certification to the City within fifteen (15) calendar days after the City's request, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts, or the City agrees in writing to allow the employee more than 15 calendar days to return the requested Certification.

(7) Consequences for Failure to Provide an Adequate or Timely Certification. If an employee provides an incomplete Certification the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a Certification within the time frame established by this policy, the City may delay the taking of FMLA/CFRA Leave until the required Certification is provided. The City may directly contact an employee's health care provider only to authenticate or clarify information provided on a Certification form without first obtaining the employee's permission. In compliance with the FMLA and its regulations, and to protect the medical privacy of the employee, or his/her family member, if the City determines that it is necessary to contact the health care provider, only a person employed in one of the following employment categories may contact the health care provider: the City's health care provider; the City's Personnel Manager, or an employee(s) of the Personnel Department charged with administering the City's leave policies. The employee's direct supervisor shall not contact the health care provider of the employee or family member. If the employee fails to provide the City with an authorization allowing the City to clarify the certification with the health care provider, and does not otherwise clarify the certification and the certification is unclear, the City may deny the taking of FMLA/CFRA Leave.

c. Authorization for payroll deductions for benefit plan coverage continuation; and

d. Fitness for Duty to Return from Leave Form.

14. POSTING OF FMLA AND CFRA RIGHTS AND RESPONSIBILITIES. A general notice of the provisions of the FMLA and CFRA is posted by the City in each of the following locations:

a. Highland City Hall, 27215 Base Line Road, Highland, CA 92346; and

b. Highland Corporation Yard, 7935 Central Avenue, Highland, CA 92346.

The City also posts a general notice about the provisions of the FMLA/CFRA on its website. A copy of the general notice is may also be obtained from the Administrative Services Department.

E. ~~MATERNITY~~PREGNANCY DISABILITY LEAVE

~~1. A pregnant employee shall be entitled to a leave of absence without pay for up to four (4) months. To support a request for Maternity Disability Leave, the employee must~~

~~submit a statement by her attending physician, certifying that she is physically unable to work due to pregnancy, childbirth or a related medical condition, and indicating the expected period during which she will be incapacitated for the performance of her official duties, and providing that the recommended leave is for medical disability related to the pregnancy. During said leave of absence, the employee has the option of using accumulated sick leave, other accrued leave, compensatory time and/or vacation credits, or leave without pay as appropriate. Maternity Disability Leave shall run concurrently with FMLA leave, such that group medical benefits will be provided for a total of twelve (12) weeks of Maternity Disability Leave.~~

~~2. Upon expiration of the approved leave, the employee shall be reinstated to her former position or to a comparable one if the former position is abolished during the period of leave and the employee would otherwise not have been laid off. The comparable position is one having similar terms of pay, location, job content and promotional opportunities. Prior to the employee being reinstated, the department head may require a statement from the attending physician that the employee is physically capable of resuming the regular duties of her position.~~

~~3. Failure to return to work after the authorized four month leave period causes the employee to have no reinstatement rights. An employee who plans to take such a leave should give reasonable notice of the date the leave shall commence and the estimated duration of the leave.~~

~~4. Female employees shall be reasonably accommodated for conditions related to pregnancy, childbirth or related medical conditions if the employee requests an accommodation with the advice of her healthcare provider.~~

1. POLICY. The following policy is established in compliance with the requirements of the California Disability Leave Law ("PDL") set forth in California Government Code Section 12945 et seq., and applicable State regulations. The City will provide a pregnant employee with a leave of absence without pay for up to the number of hours the employee would normally work within four months (or one-third of year, or 17-1/3 weeks) when the employee is disabled by pregnancy, childbirth and related medical conditions. Eligible employees may also request temporary transfers and reasonable accommodations due to pregnancy, childbirth, or related medical conditions, if requested, supported by proper medical certification, and otherwise qualifying as reasonable accommodation. Retaliation against employees for taking Pregnancy Disability Leave is prohibited by law and City policy.

Rights and obligations which are not specifically set forth below shall be as specified in the Government Code and implementing regulations.

2. DEFINITIONS. The following terms shall have the following meanings in this Section, except as otherwise specifically provided.

a. "Comparable position" means a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

b. "Disabled by pregnancy" means any employee who, in the opinion of the employee's health care provider, is unable because of pregnancy to perform any one or more

of the essential functions of the employee's job or to perform any of these functions without undue risk to the employee, to the pregnancy's successful completion, or to other persons. Examples may include an employee who is suffering from severe morning sickness, or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, childbirth, loss or end of pregnancy, or recovery from childbirth, loss or end of pregnancy, as determined by the employee's health care provider.

c. "Essential functions" has the same meaning as set forth in Government Code Section 12926(f), as amended from time to time.

3. ELIGIBLE EMPLOYEES.

a. All employees who are or have been pregnant are eligible for Pregnancy Disability Leave ("PDL"), temporary transfer or temporary reasonable accommodation under this Section. There is no minimum length of service requirement before an employee disabled by pregnancy, childbirth or a related condition is entitled to Pregnancy Disability Leave.

4. REASON FOR LEAVE.

a. To be eligible for Pregnancy Disability Leave, the employee must be disabled by pregnancy, childbirth, or related conditions, as defined by law.

b. The PDL allowance includes time taken (with or without pay) for any of the following reasons.

(1) The employee is unable to work at all, is unable to perform any one or more of the essential functions of the employee's job, or is unable to perform any one or more of the essential functions of her job without undue risk to the employee, the successful completion of pregnancy, or to other persons, because of pregnancy or childbirth or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or

(2) The employee needs to take time off for prenatal care.

5. DURATION OF LEAVE AND CONDITIONS.

a. Full-time Employees. For full-time eligible employees, Pregnancy Disability Leave may be taken for up to the number of hours the employee would normally work within four (4) calendar months (one-third of a year, or 17-1/3 weeks) . For a full-time eligible employee who works forty (40) hours per week, "four months" means 691 hours of leave entitlement based on 40 hours per week time 17-1/3 weeks. If an employee's schedule varies from month to month, a monthly average of the hours worked over the four months prior to the beginning of the leave shall be used for calculating the employee's normal work month.

b. Part-Time Employees. An employee who works less than forty (40) hours per week will receive a pro rata or proportional amount of PDL.

c. Variable Schedule. For employees who work on a variable work schedule, the number of working days that constitutes "four months" is calculated on a pro rata or proportional basis.

c. Extension. If the initial period of Pregnancy Disability Leave proves insufficient, consideration will be given to a written request for a single extension of no more than ten (10) calendar days.

d. Intermittent Leave. Pregnancy Disability Leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's health care provider. The City may limit intermittent or reduced leave increments to the lesser of (i) one hour, or (ii) any shorter increment used under the City's payroll system to account for absences or use of leaves. If an employee takes leave on an intermittent basis, or a reduced work schedule, only the amount of leave actually taken may be counted toward the four months of Pregnancy Disability Leave (or pro-rated portion) to which the employee is entitled.

6. PAY STATUS. Pregnancy Disability Leaves are unpaid. However, an employee on PDL will utilize any accumulated leave to remain in paid status, in the following situations:

a. An employee may elect to use accrued vacation leave or other accrued personal leave to remain in paid status during any Pregnancy Disability leave before taking unpaid PDL.

b. An employee on Pregnancy Disability Leave must use any accrued paid sick leave before taking unpaid PDL.

c. A full-time employee may be eligible for benefits under the City's Long-Term Disability (LTD) Insurance program. The terms of the LTD Program shall govern eligibility. If LTD is not selected, the employee will be required to use accrued unused paid sick leave hours.

d. The receipt of vacation pay, sick leave pay, or disability benefits (if any) will not extend the length of the Pregnancy Disability Leave.

7. BENEFITS DURING PREGNANCY DISABILITY LEAVE.

a. Group Health Insurance: Subject to the terms, conditions, and limitations of the applicable plans, the City will continue to provide health insurance benefits for the full period of the approved PDL leave up to four months in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee had continued employment continuously for the duration of the PDL. The time that the City maintains and pays for group health coverage during PDL shall not be used to meet an employer's obligation to pay for 12 weeks of group health coverage during CFRA leave, even where the City designates PDL as leave under the FMLA. If an employee fails to return to work after her leave entitlement has been exhausted or expires, the City has the right to recover its share of health plan premiums for the entire leave period if:

(1) The employee fails to return at the end of her PDL; and

(2) The employee's failure to return from leave is for a reason other than one of the following:

(a) Taking CFRA leave, unless the employee chooses not to return to work following the CFRA leave;

(b) The continuation, recurrence or onset of a health condition that entitles the employee to PDL, unless the employee chooses not to return to work following the leave.

(c) Non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following the leave.

(d) Any other circumstance beyond the control of the employee, including, but not limited to, circumstances where the employer is responsible for the employee's failure to return (e.g., the employer does not return the employee to the same position or reinstate the employee to a comparable position), or circumstances where the employee must care for oneself or a family member (e.g., the employee gives birth to a child with a serious health condition).

(3) In the event the employee fails to return under this section, the City has the right to recover premiums through deduction from any sums due (e.g. unpaid wages, vacation pay, etc.).

b. Other benefit plans. The City will continue to pay premiums under Group disability and life insurance plans (if applicable) for up to four months of the PDL.

c. Any seniority and other benefits normally accrued during any period of paid leave, shall also accrue during any part of a paid Pregnancy Disability Leave. Seniority, leave accruals and other benefits do not accrue during an unpaid Pregnancy Disability leave. However, the employee would return to work with the same seniority and unused leave balances as when the unpaid leave commenced, except as those accrued leave balances were reduced to provide the employee with paid Pregnancy Disability Leave in accordance with this Section. Benefit accruals will resume upon return to active employment.

8. TEMPORARY TRANSFERS AND OTHER TEMPORARY REASONABLE ACCOMMODATIONS. An employee may request a temporary transfer to another position, or request other temporary reasonable accommodations, when, based on the certification of the employee's health care provider, a temporary transfer or other temporary reasonable accommodation(s) is medically advisable due to pregnancy, childbirth or related medical conditions, in accordance with the following provisions.

a. Temporary Transfers. The City will grant a request for temporary transfer if the City may reasonably accommodate the temporary transfer. The City will not grant a temporary transfer if it would require the City to create a new position, result in the discharge or demotion of another employee, violate the terms of any collective bargaining agreement, transfer

another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job. The City may accommodate a temporary transfer request by temporarily transferring another employee, but is under no obligation to do so. The City reserves the option of granting a temporary transfer to a position other than that requested by the employee, based upon the needs of the City and the employee's medical condition.

b. Temporary reasonable accommodations. The City will grant a request for temporary reasonable accommodations if such accommodations, or may grant other temporary reasonable accommodations consistent with the medical certification, bona fide occupational qualifications, and business necessity. The City reserves the right to refuse to make such reasonable accommodation where such accommodation(s) would cause an undue hardship to the City.

c. If an employee's health care provider provides medical certification that an employee has a medical need to take intermittent leave or leave on a reduced work schedule and it is foreseeable because of pregnancy, the City may require the employee to transfer temporarily to an available alternative position that meets the needs of the employee, subject to the following:

(1) The employee must meet the qualifications of the position; and

(2) The alternative position must have the equivalent rate of pay and benefits; and

(3) The alternative position better accommodates the employee's leave requirements than the employee's regular job; and

(4) The alternative position does not have to have equivalent duties.

d. Upon certification by the employee's health care provider that there is no further medical advisability for the transfer, intermittent leave, or leave on a reduced work schedule, the City will reinstate the employee to the same or comparable position in accordance with this Section as set forth below.

9. RELATIONSHIP BETWEEN PREGNANCY DISABILITY LEAVE AND FMLA/CFRA LEAVE. The City's Family and Medical Leave Policy under the FMLA and CFRA is set forth in Subsection D of this Section.

a. Normally, leave taken under CFRA and FMLA run concurrently, except in the case of PDL leave, which runs concurrently with FMLA. If an employee is eligible for PDL, and is also eligible for CFRA Leave at the time of request for PDL, the four weeks of PDL authorized by this Section shall be in addition to the twelve workweeks of CFRA Leave. In such situation, the maximum leave entitlement for an employee for both PDL and CFRA leave for reason of the birth of the child and/or the employee's own serious health condition, is the working days in 29⅓ workweeks. This assumes that the employee is disabled by pregnancy for four months

(the working days in 17⅓ weeks) and then requests, and is eligible for, a 12-week CFRA leave for reason of the birth of the employee's child.

b. If an employee is eligible for PDL, and is also eligible for FMLA Leave (but is not eligible for CFRA Leave), any available FMLA Leave and any available Pregnancy Disability Leave shall run concurrently. The maximum amount of time that an eligible employee may take for FMLA Leave and Pregnancy Disability Leave, is 12 workweeks.

10. RELATIONSHIP BETWEEN PREGNANCY DISABILITY LEAVE AND DISABILITY ACCOMMODATION. The right to take PDL is separate and distinct from the right to take a leave of absence as a form of reasonable accommodation for a disability under Government Code section 12940. At the end or depletion of an employee's PDL, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation under Government Code section 12940. Entitlement to leave for a disability will be determined on a case-by case basis, and is not diminished by the employee's exercise of her right to pregnancy disability leave.

11. REINSTATEMENT.

a. Upon timely return at the expiration of the approved leave (including any intermittent leave or leave on a reduced work schedule), or temporary transfer, the employee shall be reinstated to the same position she held prior to her leave or transfer, unless:

(1) The employee would not otherwise have been employed in the same position at the time reinstatement is requested for legitimate business reasons unrelated to the employee's leave or transfer; or

(2) Each means of preserving the job for the employee (such as leaving it unfilled or filling it with a temporary employee) would substantially undermine the City's ability to operate the business safely and efficiently.

An employee has no greater right to reinstatement to the same position or to other benefits or conditions of employment than if the employee had been continuously employed in this position during the PDL or transfer period.

b. If the employee is not reinstated to the same position, the employee will be reinstated to a comparable position unless:

(1) There is no comparable position available; or,

(2) If the PDL does not qualify for FMLA (see Section 305), a comparable position is available, but filling that position with the returning employee would substantially undermine the City's ability to operate the business safely and efficiently.

An employee has no greater right to reinstatement to a comparable position or to other benefits and conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

c. If an employee disabled by pregnancy has taken a Pregnancy Disability Leave for longer than four months, the City will treat the employee the same regarding reinstatement rights as it treats any other similarly situated employee who has taken a similar length disability leave.

d. If an employee takes CFRA Leave at the expiration of Pregnancy Disability Leave, the employee's right to reinstatement is governed by Section D, regarding CFRA leave, and not this Section.

e. Before an employee will be permitted to return from a PDL of three (3) days or more, the employee must obtain a certification from a health care provider that the employee is able to resume work.

f. If the employee can return to work with limitations, the City will evaluate those limitations and, if possible, will accommodate the employee as required by law.

g. The City will provide the employee with the guarantee of reinstatement in writing, upon the employee's request.

13. FAILURE TO RETURN FROM PREGNANCY DISABILITY LEAVE. If an employee fails to report to work promptly at the end of the approved Pregnancy Disability Leave period, the City will assume that the employee has resigned. In such event, the City will notify the employee of its intention to treat the employee's failure to return as a resignation from employment. If the employee does not respond within five business days of written notification sent by the City to the employee's last known address on file with the City, and provide justifiable reason(s) for his/her failure to return to work, the employee will be separated from employment based on resignation.

14. EXTENSIONS. An employee who requests an extension of PDL due to the continuation, recurrence, or onset of a medical condition, must submit a request for an extension in writing. This written request should be made as soon as the employee realizes that return at the expiration of the leave period is not possible. Requests will be considered in accordance with the City's usual procedures and practices for leaves of absence, or the Disability Accommodation Policy (Section XVI.H).

15. PROCEDURES. To insure employees receive the best benefit of leave provisions, requests for leave must comply with City procedures and policies. Notwithstanding the provisions of these laws, employees are required to observe all City policies regarding leave requests, absences, notification to supervisors and appointing authorities, payment of insurance premiums, and use of paid leave, whether or not addressed herein.

a. Application for Leave: An employee requesting Pregnancy Disability Leave must complete a "Request for Leave/Notice of Leave" form and return it to his/her Department Head for their signature. Forms may be obtained from the Personnel Office. The Department Head shall forward the application immediately to the Personnel Office.

b. Notice of Leave: When the need for Pregnancy Disability Leave is foreseeable, such as the because of a planned medical treatment, the employee must submit an

application for leave at least thirty (30) days before the leave is to begin. If the need for leave is not foreseeable, notice must be given as soon as possible, but not later than five (5) working days after learning of the need. Failure to provide such notice is grounds for delay or denial of a leave request, except if the need for leave was an emergency or was otherwise unforeseeable. The City shall respond to the leave request as soon as possible and in any event no later than ten (10) days after receiving the request. When possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the City's operations.

c. Type of Notice. For City purposes, written notice will be required, but may be submitted after an oral request. Oral notice must be provided according to department policies regarding emergency or unplanned absences.

d. Medical Certification: A request for Pregnancy Disability Leave must be supported by Medical Certification ("Certification") from the employee's physician or other health care provider. Certification forms may be obtained from Personnel. The completed Certification must be provided to the City within fifteen (15) days in advance of the leave request or as far in advance as practicable. Such certification is not required with regard to birth of a child.

(1) In the case of medical certification indicating disability necessitating a leave, the Certification must state the date that the employee became disabled due to pregnancy, the probable duration of the period or periods of disability, the employee is unable to perform one or more essential functions of her position without undue risk to the employee, the successful completion of pregnancy or to others.

(2) In the case of medical certification indicating disability necessitating a temporary transfer ~~or temporary accommodation~~, the Certification must contain the date on which the need to transfer ~~or temporary accommodation~~ became medically advisable, the probable duration of the period or periods of the need to transfer ~~or temporary accommodation~~, and an explanatory statement that due to the employee's pregnancy, the transfer ~~or temporary accommodation~~ is medically advisable.

(3) The City may also require that the employee obtain subsequent recertifications if the employee upon the expiration of the original leave period requests any additional leave periods.

(4) Consequences for Failure to Provide an Adequate or Timely Certification: If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any deficiency. However, if an employee fails to provide a medical certification within the time frame established by this Policy, the City may delay the taking of Pregnancy Disability Leave until the required certification is provided, or may deny the leave.

e. Review and Determination: No later than ten (10) calendar days of receiving a request for PDL, reasonable accommodation and/or transfer, the Personnel Office shall respond to the employee's request. The Personnel Office shall attempt to respond to the leave request before the date the leave is due to begin. Once given, approval shall be deemed retroactive to the date of the first day of the leave.

16. POSTING OF NOTICE OF EMPLOYEE RIGHTS AND RESPONSIBILITIES.

a. A general notice of the provisions of the FEHA regarding pregnancy disability leave, temporary transfer and temporary accommodation is posted by the City in each of the following locations:

(1) Highland City Hall, 27215 Base Line Road, Highland, CA 92346; and

(2) Highland Corporation Yard, 7935 Central Avenue, Highland, CA 92346.

b. The City also posts a general notice about the provisions regarding pregnancy disability leave, temporary transfer and temporary accommodation under the FEHA on its website. A copy of the general notice may also be obtained from the Administrative Services Department.

~~C~~F. STATE WORKERS' COMPENSATION

1. Employees may be provided with up to a maximum of three (3) consecutive regular work days of unchargeable leave following an occupational injury under the Workers' Compensation Act of the State of California.

2. The City desires to allow employees to supplement their Workers' Compensation Insurance earning while the employee is unable to work due to on-the-job injuries. Workers' Compensation Insurance payments are for a maximum of two-thirds (2/3) of the employee's gross salary. The employee may supplement Workers' Compensation Insurance earning with accrued vacation, accrued compensatory time, administrative leave, floating holiday, and/or sick leave in an amount not to exceed his/her normal gross salary when combined with any Workers' Compensation Insurance payments for the same period of time.

3. The employee may expend all accrued sick leave, accrued floating holiday, accrued compensatory time, administrative leave, and vacation leave, until all such leave time has been expended. If the employee desires to expend accrued leave as allowed by these Rules, he/she will be considered by the City to be on regular status until all accrued leave time has been expended. When all accrued leave time has been expended, the employee will be on leave without pay for the full period of the temporary disability, unless otherwise authorized or required by law. The employee shall be eligible to receive the amount normally available under the City's group health/life insurance program and shall accrue vacation and sick leave at two-thirds (2/3) of the normal accrual.

4. Application:

a. When an employee is out on an industrial injury, no charge will be made to leave benefits for the first three (3) days. Any payments from Workers' Compensation Insurance will be applied first to repurchase accrued leave time used, next to reimburse the City

for the first three regular work days and any balance would go to the employee. It is the intent to provide full benefits where possible and is not construed to allow the employee windfall income.

b. The deduction by the City from the employee's accumulated sick leave shall be limited to the same percentage as the amount due from Workers' Compensation bears to the amount paid by the City. (For example, an employee of the City entitled to twelve dollars ($12.00) per day from the City received $9.00 per day from the Workers' Compensation and the difference of three dollars ($3.00) per day being paid by the City. In deducting from such employee's accumulated sick leave, such deduction shall be made daily on the same basis, i.e. one-fourth (1/4) of a day.)

G. BEREAVEMENT LEAVE

Whenever an employee is compelled to be absent from work because of the death of the employee's immediate family member (as defined in Rule XV.E) ~~parent, grandparent, sibling, spouse, child or legal dependent, or a parent of a spouse~~, the employee may upon approval of the Department Head, use up to three (3) days of any accumulated sick leave, vacation leave, floating holiday, or compensatory time off due to him/her for overtime worked, to attend the funeral of memorial services.

Additional time off for travel may be granted upon the recommendation of the Department Head and approved by the City Manager. For provisions on leave and reasonable accommodation for an employee whose immediate family member is deceased as the direct result of a crime, see also Rule XVI.E.

H. RETIREMENT PLAN

All full-time employees are eligible for membership in the Public Employees Retirement System ("PERS") in accordance with the California Public Employees' Retirement Law ("PERL"), as amended by the California Public Employees' Pension Reform Act of 2013 ("PEPRA"). The City shall pay ~~all~~ costs and make ~~all~~ contributions in accordance with resolutions of the City Council and as required by ~~the System~~PERS. For classic members as defined in PEPRA, the ~~The~~ City shall report the value of the Employer Paid Member Contributions (EPMC) to PERS as additional compensation. For new members, as defined in PEPRA, the City will pay costs and make contributions in accordance with PEPRA and the applicable PERS contract and City resolutions.

I. ADMINISTRATIVE LEAVE

FLSA-exempt ~~e~~Employees ~~designated as exempt~~ are not eligible for overtime pay for working hours over and above the normal work schedule. Employees so designated shall be entitled to up to eighty (80) hours of Administrative leave per year. Administrative leave may be taken at any time on approval of the Department Head and at the discretion of the City Manager. The maximum amount of accrued Administrative leave shall be limited to one hundred and sixty (160) hours. At the discretion of the City Manager, on a case-by-case basis, accruals over the maximum may be extended for the period of six (6) months before lost. In the event employment is terminated with the City, the employee shall be paid for accrued administrative leave which has accrued within the limits specified above. ~~Forty (40) hours of Administrative leave shall be~~

~~converted to salary annually divided equally among each pay period and shall be considered compensation with respect to PERS.~~

J. ADMINISTRATIVE LEAVE BUY-BACK

Employees eligible for administrative leave may at their option buy-back up to ~~forty (40)~~ sixty (60) hours of administrative leave per fiscal year. Employees shall request the buy-back in writing to the Finance Department. No negative leave balances shall accrue due to a buy-back allowed under this Section. This program shall only be available when funding is provided for these purposes in the budget.

K. DONATED LEAVE BANK

Employees at their option may choose to donate accrued leave into a leave bank maintained by the City, for use by other ~~to another~~ employees under the conditions of this Section and procedures established by the City. Only the following categories of accrued leave are available for donating purposes: vacation, floating holidays, compensatory time, and administrative leave. The only accrued leave that may be donated is that leave that is available to be taken by the donating employee. Donated hours shall be placed into the leave bank. Employees receiving a donation are limited to withdrawing hours from the bank and may not withdraw more than they would normally be paid in a work week. If an employee receiving a donation is receiving another means of pay such as disability insurance or workers compensation the employee shall be limited to their normal rate of pay after combining the other source. Employees receiving time from the leave bank must have used all available accrued leave before being eligible for donations. Employees must have a bonafide illness, injury or other reason as approved solely by the City Manager to be eligible for donations. The length of time that an employee may receive donations from the bank is variable and shall be determined solely by the City Manager. No negative leave balances shall occur as a result of this Section.

L. HEALTH/LIFE INSURANCE PROGRAM

The City shall provide a health/life insurance plan for all full-time continuous salaried employees. Life Insurance in the amount of the annual salary of each eligible employee shall be provided by the City based on a life insurance plan selected by the City, to a limit of one-hundred fifty thousand dollars ($150,000). Eligibility shall be determined in accordance with the Plan provider's requirements. The City shall make available up to one thousand ~~one~~ three hundred dollars ~~($1,100)~~ ($1,300) per month for fiscal year ~~2015/2016~~2019/2020 and one thousand ~~one~~ three hundred fifty dollars ~~($1,150)~~ ($1,350) per month for fiscal year ~~2016/2017~~2020/2021 towards employee benefits to full-time and approved eligible part-time employees under the City of Highland Premium Only Plan. This amount shall be first applied to health and dental insurance coverage for the eligible employee. The City shall provide the City Council Members an amount equal to that provided to employees under the City of Highland Premium Only Plan (Section 125 Plan). These funds shall be available for the purchase of health, dental, and vision insurance or any other benefits available to employees. At no time shall the City Council Member benefits be converted to salary. For eligible retirees the City shall contribute two hundred dollars ($200) per month toward health insurance.

M. CONTINUANCE OF MEDICAL COVERAGE (COBRA)

The City will provide employees who separate from the City with continued medical benefits coverage in accordance with applicable provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) and any other applicable provisions of federal law and state law.

~~1. The following events qualify employees and their eligible family members for eighteen (18) months of continued medical benefits coverage:~~

~~a. Termination of employment for reasons other than gross misconduct, as defined by law.~~

~~b. Reduction of hours which results in the loss of health plan eligibility.~~

~~2. The following events may qualify eligible family members for continued coverage for 36 months:~~

~~a. Death of the employee.~~

~~b. Divorce or legal separation.~~

~~c. Termination of a child's dependent status.~~

~~3. Termination of Coverage~~

~~a. If the employee, spouse or eligible dependent elects the group continuation plan and one of the following events occurs before the expiration of the eighteen (18) or thirty-six (36) month period the coverage will cease:~~

~~b. Termination of all employer-provided group health plans.~~

~~c. Failure to pay required premiums.~~

~~d. Coverage is obtained as an employee under any other group health plan, regardless of the level of benefits or waiting periods in the new plan.~~

~~e. Employee's former spouse remarries or obtains coverage under another group health plan.~~

~~f. Becomes eligible for Medicare~~

~~4. Premiums. If the employee, spouse or eligible dependant elect to participate in the group continuation plan, the employee, spouse or eligible dependant will be making the employee's monthly premium payments directly to the carrier. The City is not required to make a contribution towards the cost of the health insurance.~~

~~5. Benefits. The group continuation plan will have the same coverage as the plan available at the time of the qualifying event.~~

~~M.~~N. DEFERRED COMPENSATION PLAN

The City will contract to provide a deferred compensation program for regular full and part-time employees, and will pay the costs of plan administration.

~~N~~O. EDUCATIONAL REIMBURSEMENT

An employee may be reimbursed for tuition, textbooks and institutional fees incurred in successfully completing job-related course work and seminars from an accredited educational institution. Course work must be approved in advance by the Department Head to be eligible for reimbursement upon proof of successful completion of course work. The maximum benefit per year per employee shall be as determined in advance by the City Manager, within the amount adopted for such purpose in the annual City budget. If the employee voluntarily leaves the employment of the City within one (1) year of completion of course work, employee shall reimburse the City funds received for educational reimbursement for said course work.

~~M.~~P. CALL-OUT CREDIT

A credit shall be applied when an ~~non-exempt~~ FLSA employee in the competitive service who has left the work site and is called to come back to work between the hours of 7:00 p.m. and 7:00 a.m., on a work day, or at any time during a normal day off. The minimum credit shall be for compensation in the amount of one and one half (1-1/2) hours. The compensation will be at the rate of time and one half (1-1/2). This policy shall also apply to those ~~non-exempt~~ FLSA employees working under an alternative work schedule, as long as they are called-out a minimum of two (2) hours after or two (2) hours before their normal work day, or at any time during a normal day off. Employees who are on standby duty under Rule XV.Q shall not be eligible for or receive call-out credit.

Q. STANDBY COMPENSATION

1. Standby duty. FLSA employees ~~Employees~~ in the competitive service who are released from active duty but are required by their departments to meet the following restrictions, shall be assigned to mandatory standby duty. Standby duty requires that employees so assigned shall: (a) be reachable by telephone or other communicating devices; (b) be able to report to active duty within 60 minutes time; and (c) refrain from activities which will impair their ability to perform assigned duties. Standby duty shall be rotated among qualified employees on a weekly basis beginning at the end of the normal work day on Monday and ending at the beginning of the workday on the following Monday. Employees on standby duty shall not be eligible for or receive call-out credit (see Rule XV.P.

2. Standby Compensation. Employees shall be compensated eight (8) hours of pay for each week of standby duty.

3. Emergency Operations. Standby duty pay may not apply when the City's Emergency Operations Center has been activated and an employee may-be assigned to a work shift other than his/her regular shift.

~~N.~~R. RETIREE HEALTH SAVINGS PROGRAM [Reserved.]

~~The City will contract to provide a retiree health savings program for regular full time employees and will pay for the costs of plan administration.~~

S. LACTATION ACCOMMODATION POLICY

The City will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid.

The City will provide the employee the use of a room or location, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express milk in private. This location may be the employee's private office, if applicable. Employees with questions regarding this policy or requests should speak with the Personnel Director.

T. ANNUAL CREDIT MONITORING ALLOWANCE

The City will provide an annual credit monitoring allowance to any person who is a full-time employee or City Council member as of January 1st of each year to purchase credit monitoring insurance. The allowance will be provided in the employee's first payroll check for January of each year.

XVI. ATTENDANCE, LEAVES, REPORTS AND RECORDS

A. ATTENDANCE

1. Employees shall be in attendance at their designated job location and work in accordance with the rules regarding hours of work, holidays, and leaves. In the event of an employee's unauthorized absence, or his/her failure to return to duty, the employee is subject to the City's policy on job abandonment (Rule XIX.B), and/or disciplinary action as appropriate (Rule XX). ~~Any unauthorized absence may be cause for disciplinary action, up to and including discharge from employment.~~ Authorized absence is defined as permission to be absent from duty for a specified purpose, with the right to return before or upon the expiration of the leave period.

2. All departments shall keep daily attendance records of employees which shall be reported to the Personnel Director in the form and on the dates he or she shall specify. Failure on the part of an employee, absent without leave, to return to duty within twenty-four (24) hours after notice to return shall be cause for invocation of the Job Abandonment Policy (Rule XIX.B) and/or discipline (Rule XX) as appropriate. ~~immediate discharge, and such employee automatically waives all rights under the Personnel ordinance Ordinance and these rules.~~ The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of address, shall be reasonable notice.

B. MILITARY LEAVE

Employees of the City shall be entitled to military ~~Military~~ leave ~~shall be granted~~ in accordance with the provisions of ~~state and~~ federal law (Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 et seq.) (USERRA) and California law (Military & Veterans Code § 387 et seq.), as amended from time to time. . An employee requesting leave for this purpose shall provide the Department Head, whenever possible, with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the Department Head may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave. Appendix B sets out the basic parameters of applicable law, and is not intended to expand any rights beyond those provided by federal and state laws. In the event of any conflict between these Rules or Appendix B and applicable federal or state law, the applicable federal or state law will prevail. Answers to specific questions regarding the application of USERRA and state law may be obtained by reviewing the applicable statutes directly.

C. LEAVE OF ABSENCE WITHOUT PAY

1. The City Manager, in his/her unrestricted discretion, may grant a regular or probationary employee leave of absence without pay or accrual of seniority, for an amount not to exceed three (3) months. After three (3) months, the leave of absence may be extended if so authorized by the City Manager. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval shall be in writing. 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. Failure on the part of an employee on leave to report back to work promptly at its expiration, or within a reasonable time after notice to return to duty, shall ~~be deemed to be discharged~~result in the employee's discharge. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of address, shall be reasonable notice.

2. Increments of sick leave and vacation time shall not accrue during a leave of absence without pay. Except as otherwise required by law, during a leave of absence without pay, the employee shall be responsible for paying the entire cost of his/her own group health insurance, dental, vision, life insurance, and long term disability insurance, and shall not accrue excess benefit deferred compensation.

3. Seniority credit shall not accrue and shall not be lost as a result of an approved leave of absence without pay.

D. JURY DUTY /COURT LEAVE

1. Every employee who is called or required to serve as a juror shall be entitled to be absent from ~~his or her~~ his/her duties during the period of such service. Under such circumstances, the employee must give reasonable notice to ~~his or~~ his/her supervisor that he or she is required to serve in court ~~(Labor Code Section 230)~~, and is required to provide a certificate from the court which shows the dates of attendance and an itemized account of any compensation received for such service. (Labor Code Section 230(a).)

~~2.~~a. The City may request a deferment of jury duty on behalf of the employee, where that employee's services are essential to the City's operations.

~~3.~~b. Any fees or compensation received by reason of such court attendance in connection with jury duty as provided above must be delivered to the Finance Officer. The employee shall receive his/her regular rate of pay during such time as ~~was~~ required for his/her jury service~~court attendance~~.

~~4.~~2. An employee who is ~~subpoenaed~~ ordered to appear in court pursuant to a subpoena or other court order in a matter regarding an event or transaction which he or she perceived or investigated in the course of ~~his or~~ his/her duty, to which the City is not a party, shall be allowed to do so without loss of salary or other compensation to which he/she is normally entitled from the City during the time that the employee prepares for his/her response and appearance, during the time that he/she travels to and from the place where the court or other tribunal is located and while he or she is required to remain at that place pursuant to the subpoena. The employee shall also receive the actual necessary and reasonable traveling expenses he/she incurred in complying with the subpoena. (Government Code Section 68096.1.)

~~5.~~3. An employee ~~subpoenaed~~ ordered to appear in court pursuant to a subpoena or other court order or appearing as a witness in ~~a matter~~ any judicial proceeding unrelated to ~~his or~~ his/her official capacity as an employee, including but not limited to, an employee who is a victim of a crime, shall be permitted time off without pay, or if the employee chooses, to use accrued vacation, personal leave, or compensatory time off that is otherwise available to the employee under the applicable terms of his/her employment for this purpose. ~~(Government Code Section 68096.1)~~ (Labor Code Sections 230(b) and (i).)

~~6.~~4. An employee shall, promptly upon receipt of summons, ~~or~~ subpoena or other court order, submit a Personnel Action Form for the time required for jury duty/court leave.

~~7.~~5. An employee on jury duty/court leave shall report for duty at the City for all time during regular working hours other than that time actually spent on court-leave assignment (jury duty or under court subpoena or other court order).

6. As used herein, the term "crime" shall have the meaning set forth in Rule XV.E.

E. LEAVE AND REASONABLE ACCOMMODATION FOR VICTIMS OF CRIMES

1. Leave

a. An employee may take leave when time off is required for the employee who is a victim of a crime to obtain or attempt to obtain any relief from a court. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child. (Labor Code Section 230(c).)

b. The employee shall give the City reasonable advance notice of his/her intention to take time off for any purpose listed in Rule XVI.E.1(a), unless the advance notice is not feasible. When an unscheduled absence occurs, the City will not take any adverse action against the employee if the employee, within a reasonable time after the absence, provides a certification to the City in one of the following forms:

(1) A police report indicating that the employee was a victim.

(2) A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court.

(3) Documentation from a licensed medical professional, domestic violence counselor (as defined in Evidence Code Section 1037.1), a sexual assault counselor (as defined in Evidence Code Section 1035.2), a victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from the crime or abuse.

d. To the extent allowed or required by law, the City shall maintain the confidentiality of any employee requesting leave under this section. The City shall give the employee notice before any authorized disclosure as required by law.

e. Any employee may use vacation, personal leave, or compensatory time off that is otherwise available to the employee under the applicable terms of employment, unless otherwise provided by a memorandum of understanding, for time taken off for this purpose.

2. Reasonable Accommodation. The City will provide reasonable accommodations for a victim of domestic violence, sexual assault, or stalking who requests an accommodation for the safety of the victim while at work.

a. For purposes of this subdivision, reasonable accommodations may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock, assistance in documenting domestic violence, sexual assault, stalking or other crime that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime, or referral to a victim assistance organization.

b. The City is not required to provide a reasonable accommodation to an employee who has not disclosed his/her status as a victim of domestic violence, sexual assault, or stalking.

c. The City will engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations. In determining whether the accommodation is reasonable, the City shall consider an exigent circumstance or danger facing the employee.

d. The City is not required to undertake an action that constitutes an undue hardship on the employer's business operations, as defined by Government Code Section 12926. For the purposes of this subdivision, an undue hardship also includes an action that would violate an employer's duty to furnish and maintain a place of employment that is safe and healthful for all employees as required by Section 6400 of the Labor Code.

e. Documentation:

(1) Upon the request of an employer, an employee requesting a reasonable accommodation pursuant to this subdivision shall provide the employer a written statement signed by the employee or an individual acting on the employee's behalf, certifying that the accommodation is for a purpose authorized under this Rule XVI.E.1.

(2) The employer may also request certification from an employee requesting an accommodation pursuant to this subdivision demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking. Certification shall be sufficient in the form of any of the categories described in Rule XVI.E.1(b).

(3) An employer who requests certification pursuant to subparagraph (B) may request recertification of an employee's status as a victim of domestic violence, sexual assault, or stalking, or ongoing circumstances related to the crime or abuse, every six months after the date of the previous certification.

d. Confidentiality. Any verbal or written statement, police or court record, or other documentation provided to the City identifying an employee as a victim shall be maintained as confidential by the City and shall not be disclosed by the employer except as required by federal or state law or as necessary to protect the employee's safety in the workplace. The employee shall be given notice before any authorized disclosure.

e. Changed Circumstances.

(1) If circumstances change and an employee needs a new accommodation, the employee shall request a new accommodation from the City. Upon receiving the request, the City shall engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations.

(2) If an employee no longer needs an accommodation, the employee shall notify the City that the accommodation is no longer needed.

f. Policy Against Discrimination or Retaliation. The City shall not discharge, or discriminate or retaliate against, an employee for taking time off for relief authorized by this Rule XVI.E.1(a) or (b), or for requesting a reasonable accommodation pursuant to this Rule XVI.E.2, regardless of whether the request was granted.

3. Definitions. The following terms shall have the following meanings in this rule XVI.E:1 and 2:

a. "Crime" means a crime or public offense set forth in Government Code Section 13951, and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime.

b. "Domestic violence" means any of the types of abuse set forth in Family Code Section 6211, as amended.

c. "Immediate family member" means a person who is any of the following:

(1) Regardless of age, a biological, adopted, or foster child, stepchild, or legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, or a person to whom the employee stood in loco parentis when the person was a minor.

(2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or an employee's spouse or domestic partner, or a person who stood in loco parentis when the employee or the employee's spouse or domestic partner was a minor child.

(3) A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision.

(4) A biological, foster, or adoptive sibling, a stepsibling, or a half-sibling.

(5) Any other individual whose close association with the employee is the equivalent of a family relationship described in subparagraph (1), (2), (3), or (4).

d. "Sexual assault" means any of the crimes set forth in Section 261, 261.5, 262, 265, 266, 266a, 266b, 266c, 266g, 266j, 267, 269, 273.4, 285, 286, 287, 288, 288.5, 289, or 311.4 of, or former Section 288a of, the Penal Code, as amended.

e. "Stalking" means a crime set forth in Section 646.9 of the Penal Code or Section 1708.7 of the Civil Code.

f. "Victim" includes any of the following:

(1) A victim of stalking, domestic violence, or sexual assault.

(2) A victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury.

(3) A person whose immediate family member is deceased as the direct result of a crime.

(4) For the purposes of Rule XVI.D.3 only, any person against whom any crime has been committed.

g. "Victim advocate" means an individual, whether paid or serving as a volunteer, who provides services to victims under the auspices or supervision of an agency or organization that has a documented record of providing services to victims, or under the auspices or supervision of a court or a law enforcement or prosecution agency.

4. Additional Leave - When City Employees 25 or More Employees (Labor Code Section 230.1)

a. Applicability; Types of Leave. During any period of time that the City has 25 or more employees, an employee who is a victim of a crime may take time off from work for any of the following additional purposes:

(1) To seek medical attention for injuries caused by crime or abuse..

(2) To obtain services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of the crime or abuse.

(3) To obtain psychological counseling related to an experience of crime or abuse.

(4) To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

b. Reasonable Notice. The employee shall give the City reasonable advance notice of his/her intention to take time off for any purpose listed in Rule XVI.E.4(a)(1), (2), (3) or (4), unless the advance notice is not feasible. When an unscheduled absence occurs, the City will not take any adverse action against the employee if the employee, within a reasonable time after the absence, provides a certification to the City in one of the forms listed in Rule XVI.E.1.c.

c. Confidentiality. The provisions of Rule XVI.E.1(d) apply

d. Use of Accrued Leave. The provisions of Rule XVI.E.1(e) apply.

e. Policy Against Discrimination or Retaliation. The City shall not discharge, or discriminate or retaliate against an employee who is a victim for taking time off for any purpose set forth in Rule XVI.E.4(a).

f. Definitions. The definitions set forth in Rule XVI.E.3 shall apply.

g. FMLA. This Rule XVI.E.4 does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the FMLA. (See Rule XV.D for the City's FMLA/CFRA Leave Policy.)

~~E.~~F. TIME OFF TO VOTE

If an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may take up to two (2) hours off without loss of pay at the beginning or end of the day. Prior approval for this time off by the employee's supervisor is required. (Elections Code Section 14000.)

~~F.~~G. SCHOOL LEAVE

Any City employee who is a parent, guardian or grandparent having custody of one or more children in kindergarten or grades one (1) through twelve (12) or attending a licensed day care facility shall be allowed up to forty (40) hours each school year, not to exceed eight (8) hours in any calendar month of the school year, without pay, to participate in activities of the school of their child. Such employee must provide reasonable advance notice of the planned absence. The employee shall use vacation and/or compensating time off to cover the absence. The employee shall provide documentation from the school as verification that the employee participated in school activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody, work for the City at the same work site, only the first parent requesting shall be entitled to leave under this provision.

H. AMERICANS WITH DISABILITIES ACT DISABILITY ACCOMMODATION

In the event an employee becomes disabled within the meaning of the Americans with Disabilities Act or other applicable state or federal disability laws and the City is reasonably able to accommodate the limits or restrictions on that employee's ability to work, the City will do so provided that the employee is qualified to perform the duties of a job that may be made available to him or her. In effectuating the provisions of this Section and the duties of the law, the City's efforts to reasonably accommodate the employee shall take precedence over and preempt any other conflicting provisions or limitations of any memorandum of understanding or civil service regulations. Forms for use in requesting accommodation may be obtained from the Personnel Department.

I. SUPERVISORY DISCRETION TO RELIEVE EMPLOYEES FROM DUTY AND FITNESS FOR DUTY

~~Supervisors shall have the discretion to place employees on sick leave when, in the judgment of the supervisor, the presence of the employee at work would endanger the health and welfare of other employees or where the illness or injury of the employee interferes with the performance of such employee's duties.~~ If at any time the supervisor, Department Head or City Manager believes an employee is unable to perform assigned duties in a safe and efficient manner, the employee may be required to undergo a Fitness For Duty Examination. The purpose of the examination is to determine the employee's physical or psychological ability to meet the position requirements. The examination shall be performed by a medical doctor selected and paid for by the City. The doctor's report shall be the basis for determining whether any change of duties is warranted. It is City policy to comply with the Americans with Disabilities Act and the disability rights provisions of the California Fair Employment and Housing Act. When the City is aware that an employee has a covered disability and may need reasonable accommodation to perform the essential functions of the job, the City will engage in a good faith interactive process with the employee in an effort to identify possible reasonable accommodations. If an employee has

questions about the interactive process or believes that he or she may need a reasonable accommodation to perform the essential functions of his/her job, the employee should contact his/her supervisor or the Personnel Department staff.

~~XVI~~ XVII. PERFORMANCE EVALUATIONS

A. PERFORMANCE EVALUATION PURPOSE

1. Performance evaluations provide recognition of effective performance and identify areas that need improvement, as appropriate. Performance evaluations may be used as a basis for completion of probation, salary adjustments, promotions, training and discipline. Performance evaluations may also include a period of performance probation associated with a performance improvement plan and heightened evaluation and counseling. ~~Performance~~ Routine performance ~~probation~~ evaluations are not considered discipline, and will not affect an employee's discipline and appeal rights, as provided in these Rules.

2. The Personnel Director shall provide a method of reporting of individual employee performance which relates to quantity and quality of work, ability, reliability, attendance and other job-related factors. The Personnel Director shall prescribe forms for such performance evaluations and shall be responsible for assuring that such evaluations are adequate to provide information to both the employee and the City for the purposes set forth in this Section. An employee must have a ~~satisfactory~~ performance evaluation rating of "meets job requirements" in order to be eligible for a merit salary increase or promotion. Deficiencies in performance by an employee may result in a decrease in salary, suspension, demotion or dismissal.

B. PERFORMANCE REPORTS PROCEDURES

1. Department ~~Heads~~ shall periodically rate the performance of each employee; provided, however, that the Department Heads may delegate the responsibility for rating the performance of specified employees in their departments to that employee's supervisor. Interim reports may be completed as necessary when changes in work performance occur. Special evaluations may be required at the discretion of the Department Head with the prior approval of the City Manager, or directly by the City Manager. Each employee shall be informed in such reports of ~~his or~~ his/her strengths and weaknesses. The employee shall sign the report to acknowledge its receipt and contents. Such signature shall not necessarily mean he or she fully endorses the contents of said report.

2. The performance report will be presented to the employee prior to its entry in the employee's personnel file. Upon request, the performance evaluation will be discussed with the involved employee with a supervisor or Department Head designee. An employee may respond in writing to a performance evaluation within seven (7) calendar days of its receipt. Each completed evaluation, and the employee's written response, if any, will be maintained in the employee's personnel file together ~~with any written response of the employee. Except as otherwise required by law, performance evaluations are not subject to appeal or grievance.~~ An employee does not have the right to appeal or grieve any matter relating to the content of the performance evaluation.

3. Probationary Employees/New Appointments. Prior to the end of the initial probationary period, a new hire or re-hire will be evaluated. The outcome of such employee evaluation will determine whether the probationary employee is rejected or appointed as a "regular employee." This evaluation is also the means of determining the appropriateness of a merit increase at the end of the probation period. After successfully passing the probationary period, the employee's anniversary date is set; and the employee receives "regular employee" status, which includes being evaluated on a regular basis.

4. Probationary Employees/Promotional Appointments. An evaluation form will be completed prior to the end of the promotional probationary period to determine "release" to new position or return to the former position if available.

5. Management employees shall be regularly evaluated by the City Manager. Management employees shall remain at-will employees notwithstanding issuance of a performance evaluation or review by the City Manager.

~~XVII.~~XVIII. PERSONNEL RECORDS

A. PERSONNEL FILES

1. Personnel Files. The City maintains a personnel file on each employee. Personnel files are located in the Personnel Department. An employee's personnel file shall contain only material that is necessary and relevant to the administration of the City's personnel program. Personnel files are the property of the City, and access to the information they contain is restricted.

2. Notifying City of Changes in Personal Information. Each employee is responsible to promptly notify the employee's supervisor and the Personnel Director of any changes in relevant personal information, including mailing address, telephone number, persons to contact in emergency, and number and names of dependents.

3. Medical Information.

a. Separate Confidential Files. All medical information about an employee or applicant is kept separately and maintained as confidential, in accordance with the Americans with Disabilities Act ("ADA") (42 U.S.C. Section 12112(d)(3)(b) and the California Confidentiality of Medical Information Act ("CMIA") (Cal. Civil Code Sections 56 et seq.). Medical information will be kept confidential, on separate forms and in separate locked medical files, and shall be reviewed by authorized persons only to assess whether the applicant or employee has the ability to perform the functions of the job, with or without reasonable accommodation; or whether the employee may pose a direct threat to himself/herself and/or to others; to determine whether the employee is fit for duty; to assist in providing reasonable accommodation; to provide first aid as necessary; for insurance purposes; and to comply with other provisions of Federal and/or State law.

b. Information in Medical Files. The City will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable the City to obtain certain medical

information, the employee or applicant may need to sign an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION.

c. Access to Medical Information. Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for City business reasons. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations. The City will not provide employee or applicant medical information to a third party (except as permitted under the CMIA ~~California Confidentiality of Medical Information Act~~ and the Federal Health Insurance Portability Accountability Act ("HIPAA"), or as otherwise required by law, for example pursuant to a court order) unless the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION in the form provided by the City. The City will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, the City will communicate those limitations to the person or entity to which it discloses the medical information.

4. References and Release of Information in Personnel Files.

a. Public Information. Upon request, the City will release to the public information about its employees as required by the Public Records Act. The City will not disclose personnel information that it considers would constitute an unwarranted invasion of personal privacy, except as required by law or court order.

b. Reference Checks. All requests from outside the City for reference checks or verification of employment concerning any current or former employee must be referred to the Personnel Director. Information will be released only if the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYMENT INFORMATION in the form provided by the City, except that without such authorization, the employee's ~~following limited information will be provided:~~ dates of employment will be released.~~, and salary upon departure.~~

5. Employee Access to Personnel File.

a. Inspection of File. An employee may inspect ~~his or~~ his/her own personnel file, as defined in California Labor Code Section 1198.5, at reasonable times and at reasonable intervals. An employee who wishes to review ~~his or~~ his/her file should contact the Personnel Director to arrange an appointment. The review must be done in the presence of the Personnel Director or ~~his or~~ his/her designee.

b. Copies. On request, an employee is entitled to receive a copy of any employment-related document ~~he or~~ he/she has signed. An employee who wishes to receive such a copy should contact the Personnel Director. On request, the City will also provide an employee single copies of any other documents in ~~his or~~ his/her personnel file. The City may charge a reasonable fee for the copies.

c. Removal. Personnel files are the property and official records of the City, and may not be removed from the City's premises except as required by law or court order.

~~XVIII.~~ XIX. ~~RESIGNATION AND JOB ABANDONMENT~~SEPARATION FROM CITY EMPLOYMENT

A. RESIGNATION.

1. An employee wishing to leave the competitive service in good standing shall file with the Appointing Authority a written resignation stating the effective date and reasons for leaving, at least two (2) weeks (14 calendar days) before leaving the service, unless such time limit is waived by the Appointing Authority. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Personnel Director. Failure to give notice as required by this Rule shall be cause for denying future employment by the City.

2. A resignation becomes final when accepted by the Appointing Authority. Once a resignation has been accepted by the Appointing Authority, it cannot be withdrawn.

B. JOB ABANDONMENT

~~1. An employee is deemed to have resigned if the employee is absent for five (5) consecutive work days without prior authorization and without notification during the period of absence. On the third working day of unauthorized absence, the supervisor shall send an overnight letter to the employee's last known address, informing the employee that if the employee fails to report to work within two (2) work days, or receive authorization for such absence, the employee will be deemed to have resigned, and shall have waived all rights under the Personnel Ordinance and these Rules. This Rule notwithstanding, employees absent without leave may be subject to disciplinary action, including termination.~~

~~2. Employees separated from employment for job abandonment will be reinstated with such charge removed from the employee's record upon presentation of justification for absence such as severe accident, severe illness, false arrest, or mental or physical impairment~~

~~3. Employees have no right to appeal if deemed to have resigned as a result of job abandonment~~.

1. When in the opinion of the Department Head, it appears that an employee may have abandoned his/her position, the Department Head shall notify the Appointing Authority, or a designee. The Appointing Authority, or a designee, shall notify the employee that the City believes that he/she may have abandoned his/her position and that he/she has ten (10) days from the date of the notice to contact the City regarding his/her intent to return to work.

2. The Notice of Abandonment of Position shall be in writing and sent by certified mail or personal service, and by regular mail, to the last address listed in the employee's personnel records. The Notice shall include the details of the employee's absence. The Notice shall also indicate that the employee's failure to respond to the Notice within ten (10) days of the date of the Notice will constitute the employee's automatic resignation from City service.

3. An appearance of abandonment of position may include, but is not limited to, situations:

a. An employee fails to return to his/her employment upon conclusion of any authorized leave of absence;

b. An employee fails to properly notify his/her immediate supervisor of an absence due to sickness or injury;

c. An employee fails to appear for work without notification or express agreement between the immediate supervisor and the employee authorizing the use of any leave time set forth under the City's personnel policies, or

d. An employee fails to keep his/her immediate supervisor informed of the employee's disability status on a daily basis unless otherwise directed by his/her supervisor.

4. An employee's failure to respond to the Notice of Abandonment of Position within ten (10) days of the date of the Notice shall be deemed to be an abandonment of the employee's position and shall constitute the employee's automatic resignation from the City service.

5. Abandonment is considered voluntary, and employees have no right to appeal or file a grievance if deemed to have resigned as a result of job abandonment and shall have waived all rights under the Personnel Ordinance and these Rules.

6. This Rule notwithstanding, employees absent without leave may be subject to disciplinary action, including discharge from employment.

7. This Rule shall be implemented in accordance with federal and state law, including but not limited to, the ADA, FEHA, CFRA and FMLA.

C. DISABILITY.

An employee may be separated because of an inability by the City to provide a reasonable accommodation through the interactive process. The employee will be given a written pre-separation notice of the reasons for the separation and an opportunity to respond before the separation takes effect. Employees separated for disability may be eligible for disability retirement.

D. DEATH.

All compensation due an employee shall be payable as of the date of death and shall be paid to the surviving spouse or to the estate of the deceased employee.

E. RETIREMENT.

Whenever an employee meets the conditions set forth in the PERS Retirement plan regulations, or other applicable City retirement plan, he or she may elect to retire.

F. DISCHARGE

1. Discharge of Regular Employee. An employee in the competitive service may be discharged at any time by the Appointing Authority. Whenever it is the intention of the Appointing Authority to discharge an employee in the competitive service, the Personnel Director shall be notified. Disciplinary discharge action of regular employees shall be taken in accordance with Rule XX (Disciplinary Actions).

2. Discharge of Management Employees. Subject to the provisions of Rule IX (Probationary Period) hereof, those employees who are employed at the will of the Appointing Authority in management positions or other may be removed at any time without cause or right of appeal. Management positions are listed in Rule II (Definitions).

3. Discharge of Probationary Employees and Temporary Part-Time Employees, Seasonal Employees and All Other At-Will Employees. All other employees are at-will employees who may be separated at any time from the City with or without cause, and without any right of pre- or post-disciplinary due process, or right to evidentiary appeal, review, or grievance. (See Rule IX (Probationary Period).)

G. Layoff of Employees. Whenever, in the judgment of the City Manager, it becomes necessary to abolish any position or employment, the employee holding such a position or employment may be laid off or demoted in accordance with Rule XXI (Layoff Policy and Procedures) hereof, without disciplinary action and without the right of appeal.

~~XIX.~~XX DISCIPLINARY ACTIONS

A. APPLICATION

Employees shall be subject to discipline in accordance with the following provisions:

1. Regular Employees: Except as otherwise set forth in these Rules, a regular employee may be demoted, reduced in step, suspended or dismissed only for cause.

2. Management Employees: In accordance with the Personnel Ordinance and Rule I.I, management employees are at-will employees who serve at the pleasure of the Appointing Authority, and may be terminated with or without cause, and without any right to evidentiary appeal, review or grievance pursuant to these Rules. As such, the provisions of this Rule XX shall not apply to management employees.

~~2.~~3. Probationary, Seasonal, Temporary and Part-time Employees: In accordance with the Personnel Ordinance and Rule I.I, p~~P~~robationary, seasonal, temporary and part-time employees (excluding regular part-time employees) are at-will employees who serve at the pleasure of the City Manager and may be demoted, reduced in step, suspended or dismissed without cause, prior notice, right of review or appeal or grievance. Release during probationary period, or at the conclusion of the probationary period, does not constitute disciplinary action. As such, the provisions of Rule XX ~~Sections 1 through 5~~ shall not apply to such employees.

~~3.~~4. Contract Employees: The City Manager and other employees who have individual employment agreements shall have only those rights that are specifically granted under the terms of their separate agreements, and those rights provided by State and Federal law. Unless otherwise specified in the employment agreement, a contract employee of the City is an at-will employee who ~~shall~~ serves at the pleasure of the Appointing Authority ~~and shall be considered at-will~~ who may be terminated with or without cause and without any pre- or post-disciplinary due process or right of evidentiary hearing, review or a grievance with respect to any disciplinary action or termination from employment. As such, provisions of Rule XX shall not apply to contract employees.

B. CAUSE FOR DISCIPLINARY ACTION

Discipline is intended to be imposed primarily for corrective purposes and to address deficiencies in work performance. The following is a nonexclusive list of the more common causes for disciplinary action:

1. Fraud in securing employment or making a false or misleading statement on an application for employment.

2. Incompetency or negligence in the performance of duties, i.e., inability to comply with the minimum standard of an employee's position for a significant period of time.

3. Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of or assigned to an employee within ~~his or~~ his/her position or failure to carry out duties in a prompt, competent and responsible manner.

4. Willful disobedience or insubordination, a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position or insulting or demeaning the authority of a supervisor or manager.

5. Dishonesty involving employment, including but not limited to in connection with an employee's job duties and responsibilities.

6. With respect to alcohol and drugs: (a) possession, use or being ~~Being~~ under the influence of alcohol, ~~or~~ illegal drugs, ~~or~~ narcotics or non-prescribed controlled substances when reporting for work, while on duty (including but not limited to standby or call-back time), while on City premises, and/or while using City equipment or vehicles; or (b) reporting for work, while on duty (including but not limited to standby or call-back time), while on City premises and/or while using City equipment or vehicles, or performing any job duties, while the employee's ability to perform job duties is ~~being~~ impaired due to on-duty or off-duty ~~by~~ alcohol or ~~illegal drugs~~ drug use~~, while on duty, which could affect the employee's ability to perform his or his/her job~~; or (c) engaging in any acts in violation of the City's Drug-Free Workplace Policy (Rule XXVII herein). Examples of controlled substances include, but are not limited to: marijuana (cannabis), amphetamines, opiates, phencyclidine (PCP), cocaine and any derivative or preparation of coca leaves, LSD, speed and Quaaludes, and any other substances as may be found in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) or any federal regulation adopted pursuant thereto, and as amended from time to time.

7. Excessive absenteeism or tardiness.

8. Unauthorized or unexcused ~~Unexcused~~ absence from employment without leave.

9. Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required, or misuse of sick leave.

10. ~~The conviction of either a misdemeanor or a felony shall constitute grounds for dismissal of any employee.~~ Conviction of a felony or a misdemeanor of a nature that (a) disqualifies an employee from holding his/her position pursuant to federal or state law; or (b) has a direct and adverse relationship with the specific duties of the employee's job that justifies discipline up to and including discharge from employment. The record of conviction shall be conclusive evidence only of the fact that the conviction occurred. The Personnel Director may inquire into the circumstances surrounding the commission of the crime or offense in order to assist the Department Director in making an individualized assessment whether discipline is warranted and, if so, ~~fix~~ the degree of discipline. In considering a conviction, the Department Director shall utilize the factors set forth in Rule V.K of these Rules and as otherwise required by federal or state law. ~~A plea or verdict of guilty, or a conviction showing a plea of nolo contendere is deemed a conviction within the meaning of this Section.~~As used in this Section, "conviction" includes a plea, verdict, or finding of guilt, regardless of whether a sentence is imposed by the court. "Conviction" does not include, and shall not be construed to include, any adjudication by a juvenile court or any other court order or action taken with respect to a person who is under the process and jurisdiction of the juvenile court.

11. Discourteous treatment of the public or other employees.

12. Improper, ~~or~~ unauthorized or illegal use of ~~agency~~ City property.

13. Refusal to subscribe to any oath or affirmation which is required by law in connection with City employment.

14. Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit or damage to the City, the employee's department or division.

15. Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling of City property.

16. Sleeping or malingering while on duty.

17. Violation of the Personnel Rules and Regulations of the City or the rules and regulations of any department.

18. Mental or physical impairment which renders the employee unable to perform the essential functions of the job, with or without reasonable accommodation (if disabled), or without presenting a direct threat to the health and/or safety of self or others.

19. Outside employment not specifically authorized by the Appointing Authority.

20. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of ~~his or~~ his/her official duties, or any other use of an employee's official position or of the City's time, facilities, equipment or supplies for personal gain or advantage.

21. The refusal of any officer or employee of the City to testify under oath before any Grand Jury having jurisdiction over any then pending cause of inquiry in which the investigation of government bribery or misconduct in City office is involved shall constitute of itself sufficient ground for the immediate discharge of such officer or employee.

22. Willful violation of any of the provisions of the ordinances, resolutions or any rules, regulations or policies which may be prescribed by the City.

23. Improper political activity, such as campaigning for or espousing the election or non-election of any candidate in national, state, county or municipal elections while on duty and/or during working hours, or in a City uniform on or off duty; or the dissemination of political material of any kind while on duty and/or during working hours or in a City uniform.

24. Working overtime without authorization.

25. Actions incompatible with, or not in the best interests of, public service.

26. Violation of or failure to comply with safety standards; or refusal or failure ~~Failure~~ to immediately follow safe working practices or failure to report promptly an injury.

27. Theft or personal use of City funds, property or equipment.

28. Sexual or other illegal harassment, discrimination or retaliation of City employees, officials, consultants, or members of the public, or other discourteous or offensive treatment of City employees, officials or consultants, or members of the public.

29. Damage to or destruction of City property.

30. Tardiness.

31. Physical abuse or threats directed at supervisors, coworkers or members of the public; and any act or threat of workplace violence or fighting on the job

32. Engaging in bullying or other abusive conduct of members of the public, other employees or officials.

33. Failure to obtain or maintain a certificate or license required for current position.

34. Possessing a firearm or other dangerous weapon on the City's property or while conducting City business or official activities.

35. Willful concealment of pertinent information or documentation from supervisors.

36. Failure to maintain proscribed records (e.g., falsifying, concealing, misusing, mutilating, or removing City documents or other records).

37. Failure to comply with the dress code, or to maintain grooming, clothing or uniform standards.

38. Non-compliance with any applicable conflict of interest provisions or code.

39. Unauthorized release or disclosure of confidential information or documents from any City records.

40. Any other cause as determined by the City Manager from time to time. This list is not intended to be exhaustive, and other actions adversely affecting the City's ability to efficiently function may be grounds for disciplinary action.

C. KINDS OF DISCIPLINARY ACTION

The following disciplinary actions may be taken against any ~~regular~~ employee either by the City Manager or ~~his or~~ his/her designee. Disciplinary action may include any one or any combination of actions, and the actions may not necessarily be applied in any defined order. Minor Disciplinary action need not be taken before Major Discipline.

1. Minor Discipline

a. ~~Informal~~ Counseling. ~~For minor infractions,~~ A supervisor may counsel an ~~the~~ employee ~~will be counseled~~ for a minor performance problem. If the situation does not improve within a reasonable period, depending on the seriousness of the infraction, the supervisor may repeat the measure or may ~~use the next step in the discipline progression~~ initiate another type of disciplinary action appropriate under the circumstances. The supervisor ~~should~~ may keep a written record of the date and substance of the counseling session, but the record shall not become a part of the employee's personnel file unless the situation leading to the ~~warning~~ counseling is not corrected or other repeated infractions occur, and more serious disciplinary procedures are deemed necessary.

b. ~~Verbal~~ Reprimand. A supervisor may issue an oral or written reprimand for a more serious infraction, or f~~F~~or repeated minor infractions~~, the employee will be issued a verbal reprimand~~. If the situation does not improve within a reasonable period (usually thirty (30) days to one hundred eighty (180) days, depending on the seriousness of the issue), the supervisor may repeat the measure or may ~~use the next step in the disciplinary progression~~initiate another type of disciplinary action appropriate under the circumstances. The supervisor should keep a copy of the written reprimand, or the written memorandum of the oral reprimand, which states the date and substance of the subject of the reprimand, describe the plan for improvement,

and the employee's response, if any. ~~written record of the date and substance of the counseling session, but the record shall not become a part of the employee's personnel file unless the situation leading to the reprimand is not corrected or other repeated infractions occur, and more serious disciplinary procedures are deemed necessary.~~ The employee shall sign and receive a copy of the memorandum of oral reprimand, and the original shall be filed in the employee's personnel file. A record of informal counseling and verbal reprimands may also be included in the employee's personnel file in connection with a reprimand.

~~c. Written Reprimand. For more substantial infractions, or repeated minor infractions, the employee will be issued a written reprimand. If the situation does not improve within a reasonable length of time, depending on the seriousness of the issue, the supervisor may issue repeat reprimands. A copy of any written reprimand shall be placed in the employee's personnel file, with a copy provided to the employee, confirming that it has been placed in the personnel file. A record of informal counseling and verbal reprimands may also be included.~~

2. Major Discipline. A Director, Department Head, or the City Manager, or his or her designee, may take any of the following disciplinary actions, in accordance with the procedure set forth in Sections E and F. A copy of the notice informing the employee of the proposed major discipline shall be placed in the employee's personnel file.

a. Suspension. For serious infractions of the City's Rules and Regulations or for persistent failure to correct deficiencies noted in verbal or written reprimands, the employee may be suspended without pay for up to five (5) days in a pay period. ~~This action may be taken by the Department Manager or the City Manager or his designee, by written notice to the employee. A copy of the notice informing the employee of the suspension shall be placed in the employee's personnel file.~~

b. Demotion. For serious infractions of the City's Rules and Regulations, an employee may be reduced from a position in one class to a position in another class having a lower salary range.

c. Reduction in Pay. For serious infractions of the City's Rules and Regulations, an employee's salary may be reduced to a lower salary within his or her existing salary range or in a lower salary range.

~~e~~d. Dismissal. An employee may be discharged from the City service. Dismissal may result from repeated infractions, or immediately upon serious infraction.

D. NO APPEAL OF MINOR DISCIPLINE

An employee may file a response to minor discipline, as defined in Section ~~C1~~ C.1 above, to be placed in ~~his or~~ his/her personnel file, but has no right of review or appeal pursuant to Rule XX.C, by grievance pursuant to Rule XXIII, or otherwise. This action may be taken by the Department Head in accordance with Section E.

E. MAJOR DISCIPLINE -- DISCIPLINARY PROCEDURES

The City is not required to issue Minor Discipline before issuing Major Discipline. Disciplinary action may include any one or any combination of actions, and the actions may not necessarily be applied in any defined order. Major Discipline shall be taken in compliance with the following procedures:

1. Pre-Discipline Process ("Skelly Procedure")

~~1.~~a. Notice of Proposed Disciplinary Action

Prior to issuance of a written order of major discipline, as defined above, the appropriate authority shall give the employee a written notice of discipline which sets forth the following:

~~a.~~(1) The disciplinary action intended;

~~b.~~(2) The specific charges upon which the action is based;

~~c.~~(3) A summary of the facts upon which the charges are based;

~~d.~~(4) A copy of all written materials, reports or documents upon which the discipline is based;

~~e.~~(5) Notice to the employee of his/her right to respond orally and/or in writing to the proposed disciplinary action before said discipline is imposed. The notice to the employee of the right to respond must specify at least a five (5) working day period except as provided below. A longer notice might be warranted in specific cases because of the volume of material or complexity of the issues involved but only upon written request and with the approval of the City Manager shall such extended notice be granted. Notice shall also be given of the employee's right to respond to the charges either orally or in writing to the appropriate authority;

~~f.~~(6) The date, time and person before whom the employee may respond in no less than five (5) working days; and

~~g.~~(7) Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.

~~2.~~(b) The notice of proposed disciplinary action must be in writing and signed by the ~~City Manager or the City Manager's designee~~Director, Department Head or his/her designee. A copy of the notice of proposed disciplinary action and supporting documents shall be placed in the employee's personnel file. The notice shall be deemed received by the employee on (1) the day of delivery if delivered by hand or overnight courier; or (2) when mailed 48 hours after deposit in the United States Mail, first-class postage prepaid and addressed to the employee at his/her address listed in his/her personnel file.

~~3.~~(c) Limitations and Exclusions

~~a.~~(1) Oral notice of major discipline is insufficient as full notice to an employee and may be given only as the initial notice in extraordinary circumstances that call for immediate action. Any such oral notice shall be followed by written notice, as required by these Rules.

~~b.~~(2) An employee may be suspended without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of City business. Extraordinary circumstances include, but are not limited to, situations involving misappropriation of public funds or property, working while under the influence of alcohol or illegal drugs or controlled substances, insubordination, commission of a crime involving moral turpitude punishable by imprisonment of one (1) year, and disruption of the City's business through willful misconduct.

(d) Pre-Discipline Employee Response:

The employee shall have the right to submit an oral or written response by the deadline set forth in the Notice of Proposed Disciplinary Action in accordance with Section E.1.a.7. The employee may submit any information or documents that are material and relevant to the proposed discipline in his/her oral or written response.

42. Order of Disciplinary Action:

Any response submitted by the employee in accordance with Section ~~E.1.e~~E.1,d will be considered and a determination made by the ~~City Manager or his~~ Director, Department Head (or the City Manager) or his/her designee of appropriate action. The imposition of disciplinary action to suspend, demote, reduce in step or dismiss an employee is constituted by written order. Said order is similar to the notice of proposed disciplinary action, and shall also advise the employee of his/her ~~the~~ right to appeal and specific charges upon which the disciplinary action is based. The effective date of the discipline may be prior to the order, provided the circumstances warranted such immediate action. The order shall be signed by the ~~City Manager~~Director or Department Head or his/her designee, and a copy shall be served on the City Manager. Notice of the time allowed for appeal and answer shall be stated in the order. A copy of the order shall be personally served on the employee or sent by certified mail to the employee's last known address, and a copy of the order shall be placed in the employee's personnel file.

~~5~~3. Appeal Procedure

a. Notice of Appeal and Request for Hearing: Any regular employee may appeal from the order imposing major discipline and request a hearing as provided for in these Rules. The notice of appeal and request for a hearing must be in writing and must be filed with the City Manager within five (5) working days of receipt of the order. The order shall be deemed received by the employee on (1) the day of delivery if delivered by hand or overnight courier; or (2) when mailed 48 hours after deposit in the United States Mail, first-class postage prepaid and addressed to the employee at his/her address listed in his/her personnel file.

b. Appellant Answer to the Charges: If the employee appeals the order imposing major discipline, a written answer to the charges must also be filed with the City Manager within five (5) working days of receipt of the order. The answer to the charges must be attached to the notice of appeal and request for a hearing. The answer must address each cause of discipline set forth in the order and may state specific facts or reasons as grounds for the appeal. ~~If an answer denying the causes for discipline set forth in an order is not filed, said causes for discipline will be deemed admitted.~~

c. Waiver of Right to Appeal. If the employee fails to file a written appeal and request a hearing within the prescribed time, the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action, and the disciplinary action shall be final.

~~6~~4. Hearing Procedures

a. Review of Appeal

(1) After receipt of the appeal and request for hearing, the City Manager shall review the appeal and answer to the charges within five (5) working days subsequent to ~~formal~~ his/her receipt of the appeal or at such later date as mutually agreed upon by the City Manager and the appellant. Hearings will be closed to the public, as allowed by law, unless the appellant requests in writing, at least two (2) days prior to the hearing, that the hearing be open.

(2) Where the City Manager or the City Council have designated an alternate authority to perform the functions of the City Manager pursuant to these Rules, in accordance with Rule I.C.2 ~~I.B of these Rules~~, the designated authority shall perform all of the functions of the City Manager as set forth herein.

(3) The City Manager may, in ~~his or~~ his/her sole discretion and within thirty (30) days after the appeal is filed, elect to have the appeal heard by one of the following methods:

(i) Hearing by the City Manager;

(ii) Appoint a hearing officer who shall present findings and a recommendation to the City Manager for a final disposition; or

(iii) Appoint a disciplinary review board composed of three members, including one member selected by the City Manager, one member selected by the employee and the third member selected by the two members previously described~~.~~; or

(iv) Appoint a hearing officer or hearing body, or any other hearing procedure mutually agreed between the City Manager and the employee.

(4) In the event that the City Manager determines to appoint a disciplinary review board pursuant to Subsection 6.a(iii) or another alternative hearing procedure

pursuant to Subsection 6.a(iv), the disciplinary review board or other hearing officer or hearing body shall present written findings and recommendations to the City Manager for final disposition.

(5) The City Manager shall notify the appellant in writing as to the governing hearing proceedings.

(6) The City Manager shall have the final authority on all appeals and may uphold, reverse or modify the disciplinary action.

b. Hearing

(1) Time and Place

(i) Pursuant to the City Manager's decision in 6.a(3)~~a(2)~~ above, the City Manager shall take every appropriate action necessary and reasonable to convene a hearing within the time prescribed. In scheduling the disciplinary hearing, the City Manager shall consider the availability the hearing officer, disciplinary review board or other hearing body/official at the convenience of the employee, the parties' representatives and all witnesses.

(ii) The purpose of the hearing is to determine the accuracy and the sufficiency of the facts attendant to the disciplinary action. The parties may stipulate to certain facts or evidence that shall be considered without abridgment or adulteration by the hearing body or officers upon which the action was based and any pertinent information that may establish the truth or falsity of such evidence.

(2) Parties

The Appellant ~~or~~ and a representative if so desired and the City's representative shall attend the hearing. Failure of the Appellant, with or without his/her representative, to appear in person at the time and place set for the hearing shall be deemed a withdrawal of the appeal unless otherwise excused by the City Manager.

(3) Rights

Each party shall have the right to:

(i) Choose a representative and be represented at the meeting.

(i) Testify under oath.

(iii) Call witnesses and present documentary evidence.

(iv) Question all witnesses and examine the evidence.

(v) Argue the mater or issues presented.

(4) Conduct and Order of the Proceedings

(i) The City shall have the burden of proof at the disciplinary hearing and shall have to prove the charges against the employee by a preponderance of the evidence. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner which is conducive to determination of the truth.

(ii) Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

(iii) Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence that may not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

(iv) The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions or otherwise in accordance with law.

(v) Irrelevant and unduly repetitious evidence may be excluded.

(vi) Decisions made by the hearing board or hearing officer, including the City Manager, shall not be invalidated by any informality in the proceedings.

(vii) During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

(viii) The hearing shall be opened by the recording of the time, place and date of the hearing and the presence of the parties and their chosen representatives. The City shall first present its case on which the disciplinary action was based. A hearing guide may be used and will be made available to all parties.

(ix) If the appeal is to be heard by the City Manager, the City Manager shall have the sole discretion and authority to conduct the hearing. If the appeal is to be heard by the disciplinary review board, the disciplinary review board shall select a chairman to conduct the hearing. If a hearing officer is appointed to hear the appeal, the hearing officer shall have the sole discretion and authority to conduct the hearing.

(5) Record of the Hearing

A record of the proceedings shall be made and maintained by the City. The City may choose to make a mechanical or electronic record of the proceedings. Costs of preparing transcripts shall be borne by the requesting party.

(6) Adjournment

The hearing may be adjourned or recessed for good cause, upon the request of a party, hearing body or hearing officer.

(7) Exhibits and Witnesses

(i) The names of witnesses and exhibits shall be properly identified and shall be made part of the official record. The hearing body or officer may exclude witnesses not under examination and admonish witnesses to refrain from discussing the subject of their testimony with other witnesses or potential witnesses. The parties may remain at all times during the proceeding.

(ii) Witnesses shall be required to testify under oath and affirmation. The oath shall read:

"Do you solemnly swear (or affirm) that the testimony that you are about to give in this matter shall be the truth, the whole truth and nothing but the truth?"

(9) Confidentiality

The hearing shall be closed to the public and shall not be a public record unless an open public hearing is requested by the appellant as set forth in Section 6.a(1) above.

(10) Expenses

The City shall make available any current employee(s) of the City who are identified by the appellant as witness(es) requested to be present. The appellant shall be responsible for arranging for the attendance of any former employees or any other witnesses who the appellant wishes to present during the hearing, and the appellant shall bear any expenses of causing former employees or witnesses to be present.

(11) Closing of Hearing

The hearing body or hearing officer shall inquire if either side has anything further to offer. Upon receiving negative replies, the hearing shall be closed. The hearing body or hearing officer shall report their written recommendation to the City Manager and the parties within thirty (30) days after the closing of the hearing.

(12) Action of the City Manager

Within a reasonable time after the disciplinary hearing, the City Manager shall issue a written decision containing findings and conclusions. The City Manager shall ~~act upon that recommendation by either upholding, reversing or modifying~~ have the authority to affirm, revoke or modify the decision. If the hearing was conducted by a hearing officer or a disciplinary review board, the City Manager shall consider the written findings and recommendation of the hearing officer or disciplinary review board before issuing his or her

findings and decision on the appeal. The City Manager shall notify the parties within five (5) working days of ~~his or~~ his/her final decision. The decision of the City Manager on any appeal ~~shall be final~~ constitutes the final resolution of any appealable disciplinary action.

(13) Status of Appellant

The imposition of any major discipline, including but not limited to, a discharge, shall not be stayed by any appeal filed by an employee following issuance of the order of discipline by the City Manager. Any salary or other benefits following a hearing on any appeal shall be reinstated only if determined to be appropriate by the City Manager following the completion of any such appeal hearing.

F. JUDICIAL REVIEW

1. Judicial review of any decision of the City Manager may be had pursuant to Section 1094.5 of the California Code of Civil Procedure only if the petition for writ of mandate pursuant to such section is filed within the time limits specified in this Section.

2. Pursuant to Code of Civil Procedure Section 1094.6, any such petition shall be filed not later than the ninetieth (90th) day following the date on which the City Manager gives written notice of his/her final decision.

~~XX.~~ XXI. LAYOFF POLICY AND PROCEDURE

A. STATEMENT OF INTENT

Whenever, in the judgment of the City Council, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off or demoted ~~without disciplinary action~~ for non-disciplinary purposes and without the right of appeal or right to file a grievance.

B. NOTIFICATION

Employees to be laid off shall be given, whenever possible, at least two weeks (fourteen (14) calendar days') written notice of layoff.

C. VACANCY AND DEMOTION

Except as otherwise provided, whenever there is a reduction in the work force, the Appointing Authority shall first demote employees in the competitive service to a vacancy, if any, in a lower class for which the employee who is the latest to be laid off in accordance with Paragraph F is qualified. All persons so demoted shall have their names placed on the re-employment list. Demotion for purposes of this Section is not disciplinary and shall not trigger discipline or appeal rights.

D. EMPLOYEE DISPLACEMENT ~~RIGHTS~~

An regular employee affected by layoff shall have the right to displace an employee in the same department who has less seniority in a lower class in the same class series or in a lower classification in which the affected employee once had permanent status. For the purpose of this ~~Paragraph~~Section and ~~Paragraph~~Section E, seniority includes all periods of full-time service at or above the classification level where layoff is to occur.

E. SENIORITY

1. In order to retreat to a former or lower class, ~~an~~ a regular employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Personnel Director within five (5) working days of receipt of notice of layoff.

2. Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off.

3. Employees retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary, period in the class or a class in the class series.

F. EMPLOYMENT STATUS

1. In each class ~~of~~ or position, employees shall be laid off according to employment status in the following order: temporary, provisional, probationary, and regular, subject to the following provisions.

2. Temporary, provisional, ~~and~~ probationary and any other at-will employees in non-management positions shall be laid off according to the needs of the service as determined by the Appointing Authority, and such employees shall not have the right to displace any other employee nor shall their layoff be determined based on seniority.

3. In cases where there are two or more ~~permanent~~ regular employees in the class from which the layoff is to be made, such employees shall be laid off on the basis of performance and seniority. The last evaluation rating in the class, providing such rating has been on file at least thirty (30) days and no more than twelve (12) months prior to layoff as follows:

a. First, all employees having ratings of "improvement needed;"

b. Second, all employees having ratings of "competent;" and

c. Third, all employees having ratings of "outstanding."

4. Employees within each rating category shall be laid off in inverse order of seniority in City service.

5. Management employees may be laid off in accordance with the needs of the City as determined in the discretion of the City Manager and/or City Council.

G. RE-EMPLOYMENT LIST

The names of persons laid off or demoted in accordance with these Rules shall be entered upon a re-employment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by every Appointing Authority when a vacancy arises in the same or lower class of position before certification is made from an eligible list.

H. DURATION OF RE-EMPLOYMENT LIST

Names of persons laid off shall be carried on a re-employment list for one (1) year, except that persons appointed to permanent positions of the same level as that which laid off, shall, upon such appointment, be dropped from the list. Persons who refuse re-employment shall be dropped from the list. Persons re-employed in a lower class, or on a temporary basis, shall be continued on the list for the higher position for the one (1) year.

~~XXI.~~ XXII. SEPARATION FROM SERVICE

A. DISCHARGE

An employee in the competitive service may be discharged at any time by the Appointing Authority. Whenever it is the intention of the Appointing Authority to discharge an employee in the competitive service, the Personnel Director shall be notified. Disciplinary discharge action shall be taken in accordance with Rule ~~XVIII~~ XX (Disciplinary Actions).

Any person employed in an at-will position may be discharged at any time by the Appointing Authority, without cause, and without prior notice of right of appeal or grievance. The discharge of an at-will employee for cause shall not modify his/her status as an at-will employee or provide him/her with any right of appeal under Rule XX or the right to file a grievance under Rule XXIII.

B. RESIGNATION

An employee wishing to leave the competitive service in good standing shall file with the Appointing Authority a written resignation stating the effective date and reasons for leaving at least two (2) weeks (fourteen calendar days) before leaving the service, unless such time limit is waived by the Appointing Authority. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Personnel Director. Failure to give notice as required by this rule shall be cause for denying future employment by the City.

~~XXI.~~ XXIII. GRIEVANCE PROCEDURE

A. PURPOSE

A grievance procedure has been established for the following purposes:

1. Promoting improved employer/employee relations by establishing an appropriate means for determining the validity of grievances, that is, claims by an employee that the City has violated, misrepresented, or misapplied an obligation to the employee as that obligation is expressed and written in the Personnel Rules, the City's Rules and Regulations, or otherwise as required by law.

2. Providing a method of resolving such claims as closely as possible to the point of origin, as informally as possible.

3. Encouraging free communications between supervisors and employees.

~~4. Disciplinary action and/or other actions specified in Rule XX and disciplinary proceedings are not subject to this Grievance Procedure.~~

B. DEFINITIONS

1. A "grievance" is a written allegation by an employee, submitted as herein specified, claiming violation(s) of the specific express terms of the Personnel Rules for which there is no other specific method of review provided by the City except as otherwise excluded by these Rules. Examples of matters that may be grieved include, but are not limited to, the following: requests for leave; assignment of standby compensation; training opportunities; and work schedule.

2. A "grievant" is an employee or group of employees adversely affected by an act or omission of the employer.

C. GRIEVANCE PROCEDURE STEPS

1. Step One: Supervisor

An employee who has a grievance shall first take it up formally with his/her immediate supervisor within five (5) working days after he/she knows or reasonably should have known the occurrence of the cause for grievance.

2. Step Two: Department Manager

If the grievance is not resolved within two (2) working days after its submission in Step One, the aggrieved employee(s) may submit his/her/their grievance in writing to the Department Manager within five (5) working days thereafter. No formal format is required for the written grievance. The Department Manager shall meet with the employee within two (2) working days after receiving the grievance and shall deliver ~~his or~~ his/her answer in writing to the employee within two (2) working days after such meeting.

3. Step Three: City Manager

a. If the grievance is not resolved in the Second Step, the employee may submit it in writing to the City Manager, or any alternate authority which may have been designated by the City Manager or the City Council pursuant to section I.B of these Rules, within

five (5) working days. After having received the grievance, the City Manager shall deliver ~~his or~~ his/her response to the employee in writing within five (5) working days. At this step, and at~~, an~~ all subsequent steps in the grievance procedure, the employee shall have the right to present his/her/their grievance with, or without, a representative of his/her/their choice. These time limits may be extended to a definite date by mutual agreement of the employee and the City Manager. The decision of the City Manager shall be final and binding, and no further review of the subject matter of the grievance shall be permitted within the City's administrative process.

b. Disputes concerning the applicability of the Grievance Procedure that persist through the third step shall be submitted for determination by a court, unless the grievant and the Personnel Director agree otherwise.

D. GENERAL PROVISIONS

1. If appeal is not made within the time limits indicated, the grievance will be considered to have been settled on the basis of the last decision rendered. Any grievance not responded to within the prescribed time limits as described in this Section will be automatically advanced to the next higher step unless the time limit is extended by mutual agreement.

2. Employees are assured freedom from reprisal for using the grievance procedure.

E. EXCLUSIONS FROM THE GRIEVANCE PROCEDURE

The grievance procedure set forth in this Rule XXIII shall not be used for any of the following:

1. ~~This procedure is not to be used for the purpose of resolving~~ To resolve complaints, requests or changes in wages, hours and working conditions.

2. ~~This procedure is not to be used to~~ To challenge the content of employee evaluations or performance reviews.

3. ~~This procedure is not to be used in~~ To challenge, obtain review of or otherwise address cases of discipline of any kind, including, but not limited to, counseling, oral or written reprimand, reduction in pay, demotion for disciplinary purposes or due to failure to meet job standards, suspension or discharge~~termination~~.

4. ~~This procedure is not to be used to~~ To challenge examinations, or appointment or failure to appoint to positions.

5. To challenge rejection from probation ;

6. To challenge any ~~or~~ discipline or discharge of any at-will employee.

7. To challenge any transfer.

~~XXII.~~ XXIV. ANTI-HARASSMENT POLICY

A. POLICY

1. It is the policy of the City to provide a neutral work environment free from discrimination, including unwelcome sexual overtures and advances for all employees of the City. City employees are expected to adhere to a standard of conduct that is respectful and courteous to all persons. All employees, consultants, independent contractors, volunteers, and members of the public are to be treated with respect, courtesy and tact. Conduct that is personally offensive to others will not be tolerated. Abusing the dignity of anyone through ethnic, sexist or racial slurs or other derogatory or objectionable conduct may be cause for disciplinary action up to and including discharge from employment. Included in this area of offensive behavior are suggestive remarks, physical advances or intimidation.

2. The City prohibits sexual harassment, as well as the harassment of any individual on the basis of gender, race, color, ancestry or national origin, religion or creed, age, disability, sex or gender, sexual orientation, gender identity and gender expression, medical condition, marital status, military and veteran status, or other ~~specially~~ class specially protected by law. This policy applies to all areas of employment, including recruitment, hiring, training, promotion, compensation, benefits and transfer. The City recognizes that impermissible harassment may take many forms, including:

a. Verbal conduct such as epithets, derogatory comments, slurs or unwanted sexual advances, invitations, or comments.

b. Visual conduct such as derogatory posters, cartoons, drawings or gestures.

c. Physical conduct such as assault, blocking normal movements, or interference with work based on gender, race, or other protected class.

d. Threats or demands to submit to sexual requests in order to maintain employment or avoid some other loss, and offers of job benefits in return for sexual favors.

e. Retaliation for having reported harassment or making a complaint of harassment, cooperating in the investigation of a complaint, or for testifying or making a statement as part of the investigation or discipline process.

f. No such harassment will be tolerated. ~~Any incident of work-related harassment should be reported to the employee" immediate supervisor, or to any supervisor or the City Manager. A thorough, objective and discreet investigation will be undertaken, which will be confidential to the extent appropriate. If harassment is found to have occurred, prompt and appropriate remedial action will be taken. If an employee is found to have engaged in harassment or otherwise inappropriate conduct, disciplinary action, up to and including termination, will occur. No employee will be retaliated against for reporting harassment or participating in an investigation.~~

B. COMPLAINT PROCEDURE:

1. This procedure applies to all employees of the City, include persons in at-will positions and persons in the competitive service. Any City employee who feels that he or she has been the victim of prohibited harassment, discrimination or retaliation has the right and the responsibility to notify his/her supervisor, Department Head, Personnel Director, human resources manager, City Manager, or any other supervisor of the incident or incidents of prohibited harassment, discrimination or retaliation and provide the names of the individuals involved.

2. If the person to whom the prohibited harassment, discrimination or retaliation is to be reported is him/herself thought to be engaged in the improper conduct, the employee may contact the City Manager directly. In the event the City Manager is thought to be involved, the employee may contact the City Attorney. An employee is never required to present a complaint to a party alleged to be involved in the improper conduct.

3. Any supervisor, manager or official receiving or aware of a complaint shall report the complaint immediately to the Personnel Director who shall assure that an appropriate investigation is started promptly and completed. In the event the Personnel Director is thought to be involved in the improper conduct, the complaint shall be reported to the City Manager or City Attorney, who shall be responsible for assuring an appropriate investigation.

4. While written complaints are encouraged and provide the best opportunity for a proper investigation, complaints may also be verbal or anonymous. All complaints will be investigated promptly, objectively and thoroughly. Investigations will be conducted in a confidential manner to the extent reasonably possible, with information about the complaint being released only on a need-to-know basis.

5. If the City concludes that prohibited harassment, discrimination or retaliation occurred, appropriate corrective action will be taken, including action to stop further harassment, discrimination or retaliation. Disciplinary action, up to and including termination, may be imposed on employees who violate this policy. If the perpetrator is a non-City employee, the City shall take such action as may be consistent with the law and within the City's control.

6. The party presenting the complaint will be notified of the results of the investigation and will be advised if disciplinary action or other action is taken. If the allegations of the complaint cannot be supported or are found to lack merit, the parties will be notified. Consistent with the policy of confidentiality, employees are not entitled to copies of notes, an investigation report or similar confidential documents, except as required by law.

7. Any employee who witnesses prohibited harassment, discrimination or retaliation directed at or perpetrated by a City employee, consultant or other independent contractor, volunteer, member of the public or other person has a duty to report it through the process identified above.

C. EMPLOYEE TRAINING

1. All supervisors shall receive training and instruction on prevention of sexual harassment in the workplace. Training and instruction shall be provided within six months of their

assumption of a supervisory position and once every two years thereafter or as otherwise required by law. Training shall also be provided to all new employees and to all employees given new job assignments for which specific anti-harassment training has not previously been provided. Such training shall include training to prevent abusive conduct, as defined in Rule XXVI of these Rules..

~~XXIV.~~XXV. POLICY AGAINST WORKPLACE VIOLENCE

A. STATEMENT

The City is strongly committed to ensuring the safety of all City employees and has adopted this Policy regarding workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect any City employee(s) will not be tolerated. This policy applies to all employees of the City, include persons in at-will positions and persons in the competitive service.

B. OBJECTIVE

1. To ensure all workplace threats and violent behavior are addressed promptly.

2. To ensure the level of physical/facility security in City workplaces is sufficient to protect the health and safety of City employees.

3. To ensure all employees are appropriately trained in workplace security, diffusing hostile situations and steps to take during an emergency incident.

4. To ensure that all disciplinary action taken for behavior prohibited under this policy is reviewed, evaluated, and administered consistently and equitably throughout the City, and in a timely manner.

C. ACTS OR THREATS OF VIOLENCE DEFINED

1. "Threats or acts of violence" include conduct against persons or property that are sufficiently severe, offensive, or intimidating to alter the employment conditions, or to create a hostile, abusive, or intimidating work environment for a City employee or employees. Although the City has a strong commitment to Customer Service, the City will not permit employees to be subjected to verbal or physical abuse.

2. General examples of prohibited workplace violence include, but are not limited to:

1. Threatening to harm an individual or his/her family, friends, associates, or their property.

2. Making harassing or threatening telephone calls, letters or other forms of written or electronic communications.

3. Intimidating or attempting to coerce an employee to commit wrongful acts that would affect the business interest of the City.

4. Harassing surveillance, also known as "stalking," the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of ~~his or~~ his/her safety.

5. Making a suggestion or otherwise intimating that an act to injure persons or property is "appropriate."

6. Possession of firearms, weapons, or any other dangerous devices on City property, by anyone other than safety personnel who are governed by their own policies and procedures.

7. Use of personal or City-issued tools in a threatening manner toward a City employee or other individual.

D. COMPLAINT PROCEDURE

1. Any employee who feels he or she has been the victim of threats or acts of violence, or has witnessed threats or acts of violence in violation of this Policy, has the right and the responsibility to notify his/her supervisor, or Department Head, or the City Manager, of the incident or incidents of abusive conduct and provide the names of the individuals involved. The employee may use the Complaint Procedure set forth in Section B of Rule XXV (Anti-Harassment Policy).

2. Any complaint will be investigated in accordance with the procedures set forth in Section B of Rule XXV (Anti-Harassment Policy). If the City concludes that prohibited conduct occurred, appropriate corrective action will be taken, including action to stop further abusive conduct. Disciplinary action, up to and including termination, may be imposed on employees who violate this policy. If the perpetrator is a non-City employee, the City shall take such action as may be consistent with the law and within the City's control.

~~C.~~E. EMPLOYEE TRAINING

All employees shall receive training and instruction on workplace security practices. Training and instruction shall be provided within twelve (12) months following the adoption of this policy and periodically thereafter. Training shall also be provided to all new employees and to all employees given new job assignments for which specific workplace security training has not previously been provided. Additional training and instruction can be provided to all City personnel whenever the City is made aware of new or previously unrecognized hazards, which may affect the workplace.

~~D.~~F. APPLICATION OF PROHIBITION

1. The City prohibition against threats and acts of violence applies to all City personnel, contract and temporary workers, customers and anyone else who may be in or on City

property or any place where City personnel work or otherwise conduct City business. Violations of this policy by any individual may be followed by legal action as appropriate.

2. Violation by an employee of any provision of this policy may lead to appropriate disciplinary action, up to and including termination, as provided in ~~Section XIX~~ Rule XXII (Disciplinary Actions).

3. The City may also seek a Temporary Restraining Order or Injunction on behalf of City workers if the situation warrants such action.

XXVI. POLICY AGAINST ABUSIVE CONDUCT

A. POLICY

1. The City is strongly committed to ensuring that City employees are not subjected to abusive conduct in the workplace. Abusive conduct, including bullying, which involves or affects any City employee(s) will not be tolerated. This policy applies to all employees of the City, include persons in at-will positions and persons in the competitive service.

2. The purpose of this Rule is to ensure that all abusive conduct is addressed promptly; to ensure all employees are appropriately trained to recognize abusive conduct; and to ensure that all disciplinary action taken for behavior prohibited under this policy is reviewed, evaluated, and administered consistently and equitably throughout the City, and in a timely manner.

3. Abusive Conduct Defined. The phrase "abusive conduct" means conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act generally does not constitute abusive conduct, unless it is severe and egregious. Abusive conduct may be found to have occurred by the acts of one employee or by several employees ("mobbing").

4. Examples of Abusive Conduct: General examples of prohibited abusive conduct include, but are not limited to, the following:

a. Harmful gossip (rumor and innuendo based on incomplete facts or fiction spread with the intent or impact of causing turmoil or discrediting certain individuals or institutions);

b. Behavior that demeans, humiliates or intimidates others in the workplace;

c. Deliberate exclusion of another employee from work assignments or networks that is not due to legitimate business reasons;

d. Unnecessary and unwelcome intrusion in the personal life of an employee;

e. Verbal or physical behavior that is derogatory or abusive.

5. Examples of What is Not Abusive Conduct: The following are examples of conduct that is not abusive conduct and does not constitute a violation of this policy:

a. Reasonable counseling, disciplinary actions or job performance evaluation actions, including but not limited to, constructive and fair criticism of an employee's work performance;

b. Differences of opinion and non-aggressive conflicts and problems in working relations or in interactions with other public agencies or members of the public;

c. A direct or assertive management style, including high workplace expectations;

d. Legitimate management responses to situations that require immediate action.

B. COMPLAINT PROCEDURE

1. Any employee who feels he or she has been the victim of abusive conduct, or has witnessed abusive conduct in violation of this Policy, has the right and the responsibility to notify his/her supervisor, or Department Head, or the City Manager, of the incident or incidents of abusive conduct and provide the names of the individuals involved. The employee may use the Complaint Procedure set forth in Section B of Rule XXV (Anti-Harassment Policy).

2. Any complaint of abusive conduct will be investigated in accordance with the procedures set forth in Section B of Rule XXV (Anti-Harassment Policy). If the City concludes that prohibited abusive conduct occurred, appropriate corrective action will be taken, including action to stop further abusive conduct. Disciplinary action, up to and including termination, may be imposed on employees who violate this policy. If the perpetrator is a non-City employee, the City shall take such action as may be consistent with the law and within the City's control.

C. APPLICATION.

1. This Policy applies to all City employees, including all regular full-time and regular part-time employees, all other temporary/part-time employees, contract employees, volunteers, customers and other members of the public, and anyone else who may be in or on City property or any place where City personnel work or otherwise conduct City business. Violations of this policy by any individual may be followed by legal action as appropriate.

D. TRAINING

All supervisors and managers shall receive training and instruction on how to recognize and prevent abusive conduct, as provided in Section C of Rule XXV (Anti-Harassment Policy). Additional training and instruction may be provided or required for other employees.

XXVII. DRUG-FREE WORKPLACE POLICY

A. PURPOSE.

1. It is the intent of this personnel rule to eliminate substance abuse and its effects in the workplace. While the City has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can impact job performance and employee safety. Drug and alcohol abuse has been found to be a contributing factor to absenteeism, tardiness, substandard performance, increased potential for accidents, disruptive behavior, increased workload for co-workers, poor morale and impaired public relations. To further its interests in service to the community, avoiding accidents, promoting and maintaining a safe and productive workplace and protecting City property, equipment and operations, the City may conduct drug and alcohol testing, as provided in this policy.

2. This policy applies to all employees regardless of appointment type or time basis, including but without limitation, full-time, part-time, temporary, regular, probationary, or management employees), and to all applicants for employment with the City.

3. This policy applies to alcohol and all substances, drugs, or medications (legal or illegal) which could impair an employee's ability to perform the functions of the job effectively and safely.

4. Recreational/Adult Use and Medical Cannabis: The City recognizes that the State of California has legalized the use of cannabis for recreational and certain medical uses. However, in accordance with federal and state law, the City treats cannabis the same as any other drug that is subject to regulation under this policy. Moreover, although the use of cannabis is legally permissible in the State of California, it remains a prohibited and controlled substance under federal law. The City reserves the right to take disciplinary action under this policy when cannabis or cannabis products are involved, whether it is used for medical or non-medical purposes, and whether or not it has been prescribed for the employee's use.

Consistent with federal law and the provisions of the California Adult Use of Marijuana Act, Proposition 64, the City does not permit the use, consumption, possession, transfer, display, sale or growth of marijuana on City owned or controlled property (including but not limited to buildings, parking lots, parks and recreation facilities) or during City sanctioned or sponsored activities or events, regardless of the location. This is true even if the use of marijuana is for medical purposes authorized and permitted under the California Compassionate Use Act, Proposition 215. Employees are also prohibited from having any measurable amount of marijuana (including THC and metabolites) in their system while on duty, subject to minimum cutoff levels published by the Substance Abuse and Mental Health Services Administration in the Mandatory Guidelines for Federal Workplace Testing Programs or any successor standard, as determined by the City.

5. The City is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled under federal and/or state law.

6. Additionally, employees are expected to be in suitable mental and physical condition to perform their job satisfactorily and behave appropriately. Should the use of alcohol or other drugs interfere with job performance, employees may be offered rehabilitative assistance. However, failure to meet satisfactory levels of job performance could result in disciplinary action up to, and including, dismissal.

B. EMPLOYEE RESPONSIBILITIES

1. An employee must not report to work or be on-call while his/her ability to perform the job duties is impaired due to on duty or off duty alcohol or drug use.

2. An employee must not report to work with alcohol or impairing drugs (illegal drugs, prescription drugs with or without a prescription, or non-prescription drugs) in their systems or possess or utilize such substances while they are on duty or on-call or during meal periods or breaks.

3. An employee must not possess or use alcohol or impairing drugs (illegal drugs, prescription drugs without a prescription, or non-prescription drugs) during work hours or while on-call, on breaks, meal periods or at any time while on City property.

4. An employee must not directly or through a third party sell, purchase or provide drugs or alcohol to any person, including any employee, while either employee or both employees are on duty or on-call.

5. An employee must submit immediately to an alcohol or drug test when reasonable suspicion exists, as supported by the observance of objective signs of impairment, that the employee is in violation of this rule and when requested to submit to the test(s) by a responsible City representative.

6. An employee must notify his/her supervisor, before beginning work, when taking any medications or drugs (prescription or non-prescription) which may interfere with the safe and effective performance of duties or operation of City equipment.

7. An employee must provide to the City, or its designated Medical Review Officer, within twenty four (24) hours of a request or, if the request is made on a Friday or the day before a holiday by the close of the next business day, a bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

C. MANAGEMENT RESPONSIBILITIES AND GUIDELINES:

1. Managers and supervisors are responsible for reasonable enforcement of this rule.

2. Managers and supervisors may request through the Personnel Office that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or on-call. "Reasonable suspicion" shall have the meaning set forth in Subsection D.

D. REASONABLE SUSPICION TESTING

1. When an employee's supervisor and a second employee or supervisor have reasonable suspicion to believe an employee may be under the influence of alcohol, narcotic or any other controlled substance or other drug, that employee may be given a medical evaluation by a City-designated medical clinic on City time and at City expense. This medical evaluation will be conducted to determine if alcohol or drugs are in the employee's system. Examples of controlled substances include, but are not limited to: marijuana (cannabis), amphetamines, opiates, phencyclidine (PCP), cocaine and any derivative or preparation of coca leaves, LSD, speed and Quaaludes, and any other substances as may be found in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) or any federal regulation adopted pursuant thereto, and as amended from time to time.

2. "Reasonable suspicion" is based on objective facts sufficient to lead a reasonably prudent supervisor to suspect is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. The items listed below include, but are not limited to, objective conditions which alone, or in combination, could lead to a reasonable suspicion that an employee was under the influence of drugs or alcohol.

3. Reasonable suspicion may be justified by one or a combination of the following indicators:

- Bloodshot or watery eyes
- Slurred speech
- Alcohol on the breath
- Physical and/or verbal altercation
- Inability to walk a straight line
- An accident involving City property
- Possession of drugs or alcohol
- Frequent absenteeism
- Confusion/difficulty in concentration
- Noticeable change in behavior

NOTE: The foregoing list is not intended to be exhaustive. Other factors will be considered by a supervisor or manager in determining that there is a reasonable suspicion that the employee is under the influence of, of his/her fitness for duty is impaired by drugs and/or alcohol.

4. The following steps establish a procedure to facilitate the medical evaluation process:

Step 1: The Department Head who believes based on his/her observations or the observations of the employee's supervisor or manager, that an employee may be under the influence of alcohol or drugs, must work with the City Manager and document, in writing within reasonable time, the facts constituting reasonable suspicion that the employee in question is under the influence of drugs and/or alcohol. The Department Head will meet with the City Manager, or designee, to discuss the employee's behavior. At that time, it will be determined if the employee should be tested for drugs and/or alcohol. The City Manager, or designee, will arrange for an immediate appointment with a medical facility to conduct the test, unless the employee admits to being under the influence of alcohol or controlled substances or other drugs.

An employee's refusal to submit immediately to an alcohol and/or drug analysis when directed by management may constitute insubordination, and may be grounds for disciplinary action up to, and including, dismissal.

The City Manager, or designee, encountering an employee who refuses an order to submit to a drug and/or alcohol analysis/test shall, with the assistance of the Personnel Director remind the employee of the requirements to comply and the disciplinary consequences of failing to comply with this rule.

Step 2: The City will immediately provide transportation for the employee to the medical facility and wait for the tests to be completed. The type of testing required will be determined by the physician.

Step 3: After being tested, the employee will be transported home, or in appropriate situations, to the hospital. The employee will continue receiving pay during this time and disciplinary action will not be administered for alcohol and/or drug use in violation of this policy unless the test results show the presence of alcohol and/or drugs. Information obtained through this testing will be treated with strict confidentiality. When warranted, discipline may still be considered for other misconduct, such as unsatisfactory work performance, insubordination or workplace violence.

Step 4: If alcohol and/or drugs are found in the employee's body, the City Manager, or designee, shall meet with the employee and explain the proposed disciplinary action. The employee shall be encouraged to seek professional assistance.

5. If an employee is convicted of criminal drug activity, the employee must notify the City Manager, or designee, of the conviction in writing within five calendar days after the conviction.

E. SEARCHES

1. The City reserves the right to lawfully search, without employee consent, all areas and property in which the City maintains control or joint control with the employee, including but not limited to, offices, desks, filing cabinets, , closets, or other furnishings, vehicles or facilities.

2. Managers and supervisors shall not physically search the person of the employee(s) without the freely given consent of, and in the presence of, the employee(s) and his/her representative(s) if so desired.

F. FOLLOW-UP; DISCIPLINE

1. A positive result from a drug and/or alcohol analysis/test may result in disciplinary action, up to and including termination.

a. If the drug analysis/test is positive, the employee must provide within twenty four (24) hours of the request bona fide verification of a valid current prescription for the drug identified in the drug analysis/test to the Personnel Director or the City's designated Medical Review Officer. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his /her supervisor, as provided under Subsection B, paragraph 6 of these Rules, the employee will be subject to disciplinary action up to, and including, discharge. The City Manager, or designee, the Department Head and the City Attorney will determine the most suitable disciplinary action based on all pertinent facts and these Rules.

2. Should the results of the alcohol and/or drug test be negative, the employee may return to the workplace and perform regular job duties, and no further action will be taken on the incident that gave rise to the reasonable suspicion, absent other factors indicating that return to work is not advisable or that further action is appropriate.

3. Nothing in this Policy shall prevent the City from contacting appropriate law enforcement should the City determine that the employee is engaged in the unlawful use, sale or distribution of controlled substances or otherwise engaged in illegal activity while on City premises, property or using City equipment.

G. DOCUMENTATION AND CONFIDENTIALITY

1. Records relating to job performance, attendance, and behavior shall be maintained in the employee's personnel file. Only the behavior and discipline associated with alcohol or drugs should be documented and placed in the employee's personnel file.

2. Laboratory reports or test reports shall not appear in an employee's general personnel folder. All tests shall be maintained, along with the employee's medical records, in a confidential medical file separate from the personnel records and kept securely under the control of the Personnel Director. The reports or tests results may be disclosed to City management on a strictly need-to-know basis, to the tested employee upon requests or in response to a valid subpoena, a valid search warrant, a valid court order or other similar legal orders.

3. Various federal, state and local laws protect the rights of individuals with disabilities and others with regard to the confidentiality of medical information, medical treatment, and the use of prescription drugs and substances taken under medical supervision. Nothing contained in this policy is intended to interfere with individual rights under, or to violate, these laws.

~~Substance Abuse Testing~~

~~XXIV.~~ XXIX. MANAGEMENT RIGHTS

1. The City shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of, and the manner in which, the City's activities are conducted, managed and administered.

2. The City has the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City.

3. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.

4. The Appointing Authority reserves the right to discipline or discharge employees subject to the procedures set forth in these Personnel Rules.

5. The City shall determine assignments, and establish methods and processes by which assignments are performed.

6. The City shall have the exclusive right to transfer employees within departments and to positions outside a department in a manner most advantageous to the City.

7. The City shall have the authority, without prior meeting and conferring, to contract for matters relating to municipal operations, including contracting out bargaining unit work. The right of contracting or subcontracting is vested exclusively in the City.

8. The City has the right, without prior meeting and conferring, to effect reorganizations and reallocation of work of the City.

9. The inherent and express rights of the City, including those herein specifically referred to which are not expressly modified or restricted by a specific provision hereof, are not in any way, directly or indirectly, subject to meeting and conferring or the Grievance Procedure herein.

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 13, 2021

FROM: Joseph Hughes, City Manager

REVIEWED BY: Carlos Zamano, Public Works Director/City Engineer C2

PREPARED BY: Jennifer Cioffi, Senior Engineer/Project Manager

SUBJECT: Sector E Pavement Rehabilitation Update (Project str20001)

RECOMMENDATION: It is recommended that the City Council:

1. Approve the removal of all construction on Greenspot Road from the Sector E Pavement Rehabilitation Project; and

2. Approve the addition of eight (8) new residential street segments located between Streater Avenue and Church Street to the Sector E Pavement Rehabilitation Project; and

3. Approve an amendment from Engineering Resources of California, Inc. (ERSC) to provide additional engineering services related to removal of Greenspot Road and addition of eight (8) new residential street segments for Sector E Pavement Rehabilitation Project; and

4. Authorize the City Manager to approve any future contract amendments up to 10% of the new contract amount.

FISCAL IMPACT: The amendment will increase the fee for professional services by $36,585, for a total fee of $197,435, 22.7% increase. The funding source for the fee increase will be funded 100% with City Measure I local pass-thru funds.

A 10% contingency also requested. It will be used to cover any additional services if needed and requested by City staff during the course of the project. The contingency amount, if used, will be provided by City Measure I local pass-thru funds.

PUBLIC NOTICE: The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Approved _____ Motion _____ Second _____ Agenda Item No. 10

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

B Hughes

City Clerk

City Manager

City Council Work Program

BACKGROUND: Implementation of the 5-Year City-wide Pavement Management Program (PMP) is an UP- priority item in the 2019/2020 Work Program. This 5-Year Program includes $13,520,000 of preventive maintenance and rehabilitation improvements to existing pavement on various street segments located City-wide that are grouped into 5 Sectors: A, B, C, D and E. Implementation of the City's PMP commenced in FY 2016-17. To date, the City has completed pavement rehabilitation work in Sectors A, B, C and D. Sector E is the last phase of the approved 5-Year PMP.

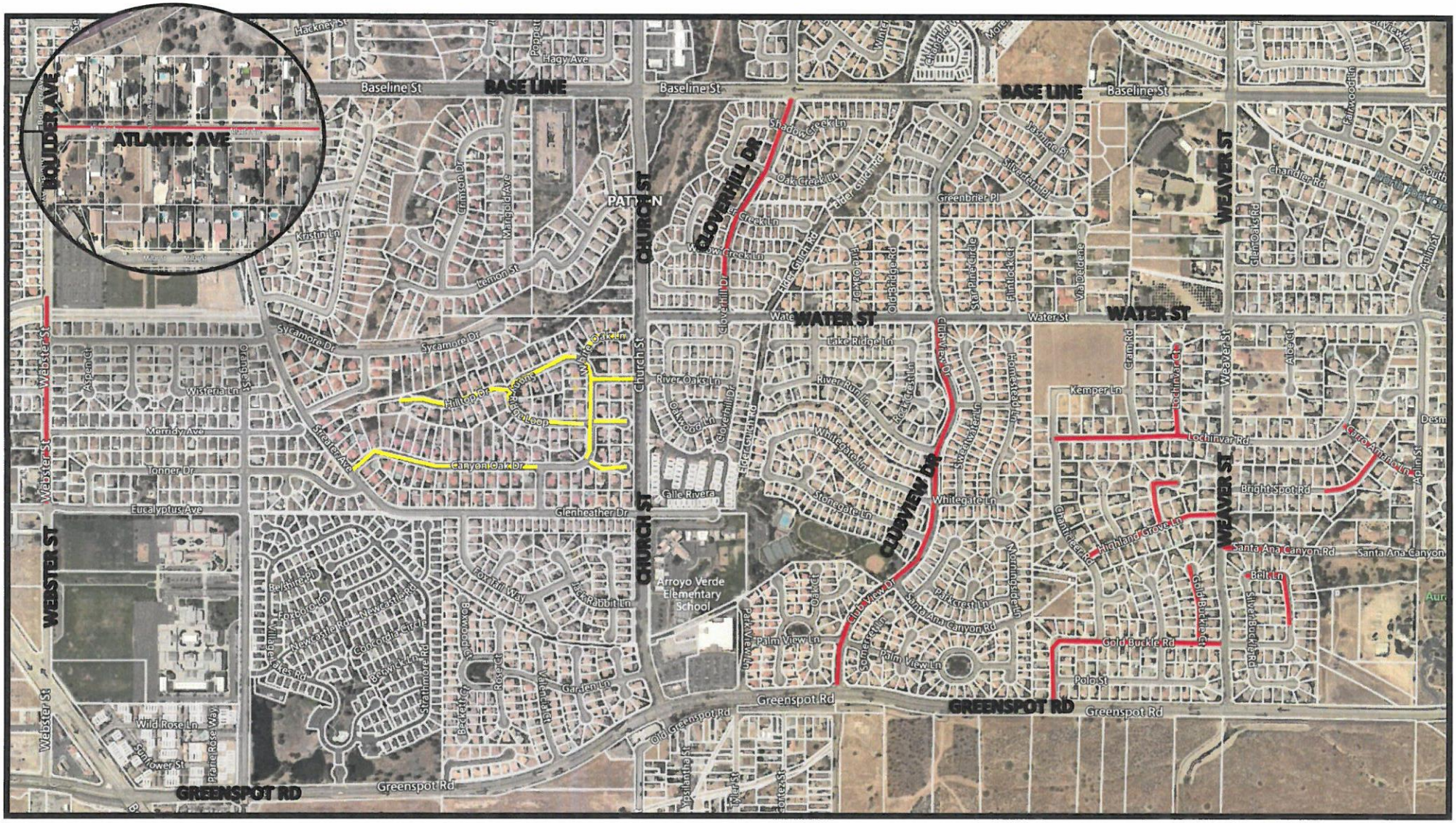
The Sector E Pavement Rehabilitation Project originally included rehabilitation of 24 street segments (approximately 5.6 miles), including Greenspot Road from Blossom Way to the west edge of Plunge Creek bridge. However, due to the pending EVWD recycled 30-inch water pipeline for the Sterling Natural Resources Center project that is currently planned for Greenspot Road, all pavement rehabilitation work on Greenspot Road which includes cold in-place recycling (CIR) will be delayed until EVWD has completed their work. As a result, all street segments on Greenspot Road need to be removed from the Sector E Pavement Rehabilitation Project. The pavement rehabilitation method for the street segments of Club View Drive between Greenspot Road and Water Street also needs to be revised because it is no longer cost-effective to use CIR treatment due to substantial quantity reduction. A recent evaluation by staff of a residential neighborhood located between Streater Avenue and Church Street has resulted in the need to add eight (8) new residential streets to the Sector E Pavement Rehabilitation Project. Below is a list of the (8) new residential street segments that should be included as part of this project:

	STREET	FROM	TO
1.	Canyon Oak Dr.	Streater Ave.	Oak Park Dr.
2.	Canyon Oak Dr.	Willow Oak Ln.	White Oak Ln.
3.	Silver Oak Ln.	Canyon Oak Dr.	East End
4.	Willow Oak Ln.	Canyon Oak Dr.	East End
5.	White Oak Ln.	Canyon Oak Dr.	East End
6.	Hilltop Dr.	Sunny Ridge Loop	West End
7.	Sunny Ridge Loop	Canyon Oak Dr.	Canyon Oak Dr.
8.	River Oak Ln.	Canyon Oak Dr.	Church St.

The original total estimated construction cost for this project, including all work on Greenspot Road, is $3,134,000. Construction on Greenspot Road is estimated to be approximately $1,700,000. The estimated construction cost of the eight (8) new residential street segments is $510,000. The revised total estimated construction including the new streets for this project is $1,944,000.

ERSC, the design engineer for this project, will provide updated construction drawings, construction specifications and cost estimates that will include additional work on Canyon Oak Drive, Silver Oak Lane, River Oak Lane, White Oak Lane, Willow Oak Lane, Hilltop Drive, and Sunny Ridge Loop. The additional scope of services also includes field reviews, measurements and geotechnical investigations, along with providing technical assistance during the bid advertisement and overall project management during construction. Staff has reviewed ERSC's proposed additional fee of $36,585 and recommends its approval as presented.

Attachments: Location Map
ERSC Proposal



str20001—PMP SECTOR E—PAVEMENT REHABILITATION

PROJECT LOCATION MAP

New street segments

Original street segments

03-017.2024

March 29, 2021

Mr. Carlos Zamano, P.E.
Public Works Director/City Engineer
City of Highland
27215 Baseline
Highland, CA 92346

SUBJECT: ADDITIONAL SERVICES PROPOSAL – SECTOR E PAVEMENT REHABILITATION - PROJECT str20001

Dear Carlos,

In response to the City's invitation, ***Engineering Resources of Southern California, Inc. (ERSC)*** is pleased to present our proposal for additional engineering services related to the City's proposed Pavement Management Program, Sector E, Pavement Rehabilitation, str20001. Contained in our proposal is a description of the revised project scope as we understand and method to accomplish, proposed design efforts, project team information, and estimated personnel resource needs and fee,

A. BACKGROUND / UNDERSTANDING AND PLAN TO ACCOMPLISH

Per our revised proposal dated August 5, 2020, plans, specifications and estimate were prepared and submitted to the 90% completion stage for the Sector E project in September, 2020. The City has not proceeded with the project for budgeting reasons but has now requested ERSC to complete the project but with changes and revisions to the scope. It has been indicated that the City wishes to delete all of Greenspot Road and perhaps revise the adopted pavement rehabilitation method, CIR, for Club View Drive. As an additional change the City has added eight(8) residential streets for rehabilitation, located between Streater Avenue and Church Street. For these streets it is our understanding that a mill/fill method will be the probable method used for rehabilitation, though other options will be evaluated. No design changes are anticipated for other streets in the Sector E project as submitted to the City.

To further assist we will contract with subconsultant geotechnical firm, Aragon Geotechnical, Inc.(***AGI***) to do a visual inspection and measurements of the additional residential streets and prepare a summary of findings and recommendations. Final adopted rehabilitation method then will be incorporated into the plans and specification document.

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B. SCOPE OF PROPOSED SERVICES

Engineering services will be conducted by ***ERSC,*** teaming with ***AGI*** to validate the City's proposed rehabilitation measures. Upon City's concurrence of proposed methods for rehabilitation we will proceed with preparation of documents required for bidding and construction, that is plans, specifications and cost estimates for the additional streets and change for Club View Drive. Additionally, we will assist with bidding assistance, and limited construction phase services as set forth in our proposal of August 5th. Services then will be as follows.

1. Research utility companies and request records and review. Information will be added to the plans. Subsequent notifications will be made to utility companies if necessary.

2. Aerial view, plans of the eight(8) additional streets will be prepared, utilizing Google aerial data, City GIMS file and County Assessor maps, in color on 11" x 17" size sheets, 10 additional plan sheets anticipated. These will in turn be used for pavement condition mapping by AGI.

3. ***AGI***'s experienced personnel will provide pavement surface inspection to observe, evaluate, map and measure pavement conditions for the eight residential streets. Pavement areas, crack repair and remove/replace quantities will be measured during AGI's inspection. AGI will not provide rehabilitation recommendations for the streets.

4. Rehabilitation of the additional eight residential streets, is expected to include mill and fill/overlay, crack seal and repair, bump grind, and removal and replacement or dig outs of severely distressed areas, which will have been field identified, marked and measured by AGI for purposes of plan preparation and quantity and cost estimates. Provision for removal and replacement of soft and/or wet areas where encountered will also be included in the specifications and bid schedule.

5. Rehabilitation of Club View Drive will focus on the alternate method proposed by AGI in their report of June 2020, mill and overlay with localized R & R's. Comparative cost estimates will be made for the CIR alternative.

6. ***ERSC*** staff will conduct an inspection and measurements to identify ADA compliance issues of all the streets to identify damaged or non-compliant ramps to be repaired or replaced where required. Inspection of streets will also include notation of issues and deficiencies related to drainage and of issues to be addressed to protect the pavement, that is, widening of the pavement, edge treatment or installation curb and gutter or cross gutter if required.

7. ***ERSC*** & ***AGI*** project managers or assistant project managers will then schedule a meeting and consult with the City and seek City concurrence of proposed rehabilitation methods.

8. Upon reaching concurrence with the City of the rehabilitation methods to be used, we will then initiate preparation and final design and plans required for bidding and construction of pavement rehabilitation and other repairs identified. These will be added to the existing set; those for Greenspot Road will be removed.

   Street areas, verified by AGI will be utilized to determine quantities for the selected method of rehabilitation. Pavement rehabilitation will be defined by type of work that, is overlay and thickness of asphaltic concrete(AC), crack seal and repair, bump grind, R&R, slurry seal, if any, and CIR, if any, identified on the 11" x 17" plans.

   Pavement rehabilitation plans for the residential streets will include replacement of stop legends, striping, crosswalk(s) and marking replacements and blue RPM's.

9. Specification document, specifically the bid schedule, will be revised to include the additional street quantities and revised pavement rehabilitation quantities.

10. Identification of ADA replacements will be by reference to City or Caltrans Standards.

    Similarly, replacement or installation of new curb and gutter, cross gutter or pavement to better manage drainage will be with the use of City Standards.

11. Prepare quantity and cost estimates for the additional project features in detail and format matching that of the bid schedule. Quantities will be determined as defined previously and checked for accuracy and provided to the City for review.

12. Revised/additional plans, specification and estimates will be prepared and submitted for review at 65%, 95% and 100% completion stages. We will review project sites with City staff prior to submission of 100% submittal to ensure plans have adequately addressed drainage issues and ADA compliance.

13. Conduct project management throughout the design and document preparation process, which will include project progress and review meetings.

C. QUALITY CONTROL MEASURES

Quality control measures as set forth in our original proposal will be conducted for this additional work also.

D. PROJECT TEAM

Project team will consist of John Egan P. E., Principal Engineer and Project Manager, Ben Booth, EIT, Assistant Project Manager/Design Engineer and Jazz Goodie, as Lead CAD Engineering Associate II and other technical and administrative staff.

Mr. Booth will prepare the quantity cost estimates, will be the primary staff member responsible for interaction with the City and together with Mr. Egan, conduct plan reviews.

As indicated, Aragon Geotechnical Inc., will conduct pavement inspection to observe, evaluate pavement condition and map the various areas and types of distress for the additional streets. and consult regarding the options.

- Fernando Aragon, P.E., G.E., will be responsible for ***AGI's*** efforts assisted by Luis Arguello III, E.I.T.

AGI's proposal accompanies.

E. PERSONNEL RESOURCE ALLOCATION AND FEE

Accompanying this proposal is a spread sheet displaying the personnel resources necessary to complete the additional services project including titles and hourly rates. From this is derived the estimated fee for the project. It is therefore proposed that the work outlined in this proposal will be completed for an amount not to exceed $36,585. This amount is an addition to the fee proposed in our proposal of August 5, 2020, of $160,850.

Compensation for the additional work described in this proposal and that to complete and finalize the design and documents of the original scope as submitted to the City will be in accordance with the hourly rates contained in the accompanying resource and fee estimate. Previously proposed fee, cited above, will be sufficient to complete the design documents for the original work scope.

F. PROJECT SCHEDULE

Upon receipt of authorization to proceed from the City and date for review response to our September submittal, a mutually agreeable schedule will be prepared and adopted.

We thank you for the opportunity to provide additional services to the City. Should there any question concerning the content of the proposal please contact the undersigned.

Very truly yours,

John G Egan

John G. Egan
Principal Engineer

JGE:je
enc.

cc: Matt Brudin, P. E.
Ben Booth, EIT

ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
2ND REVISED DESIGN COST ESTIMATE - CITY OF HIGHLAND
PAVEMENT MANGEMENT PROGRAM-SECTOR E PAVEMENT REHABILITATION str20001
FOR ADDITIONAL 8 STREETS + REVISE CLUB VIEW DRIVE

03/29/21
JGE/BB

TASK NO.	TASK DESCRIPTION	STAFF CLASSIFICATION						ERSC LABOR	DIRECT EXP	SUBS.	SUB TASK TOTAL	TASK TOTAL	PHASE TOTAL
		PM/PE		E III	ET II	AA II							
		JE		BB	JG	SS							
		$165.00		$ 110.00	$ 95.00	$ 70.00							
1.0	**PRELIMINARY ENGINEERING**												$ 21,415
	Planning											$ 495	
	CDBG Docs							$ 0			$ 0		
	Coord/Mtg							$ 0			$ 0		
	Funding Alloc. Admin.							$ 0			$ 0		
	Prelim. R/W Coord							$ 0			$ 0		
	Project Planning re Approach	1		3				$ 495			$ 495		
	Research											$ 170	
	Utilities-Notice # 1					1		$ 70			$ 70		
	Utility Records							$ 0	$ 100		$ 100		
	Survey/Mapping											$ 0	
								$ 0			$ 0		
								$ 0			$ 0		
	Prepare Aerial Base Maps for 8 Streets							$ 0			$ 0		
	+/- 6 shts, 11" x 17", Titles												
								$ 0			$ 0		
	Pavement Insp/Inv.& Report-AGI			4				$ 440		$ 9,910	$ 10,350	$ 10,350	
	And Review Mtg w/City												
	Project Field Insp/Meas'ments											$ 440	
	Curb & Gutter Insp/Meas.			1				$ 110			$ 110		
	Field Walk/Insp-Drainage Issues			1				$ 110			$ 110		
	Field Walk/Insp, ADA Damage issues			2				$ 220			$ 220		
								$ 0			$ 0		
	Preliminary Design & Plan Prep											$ 8,090	
	Street Pave Rehab Plans(6 plan shts)			8	40			$ 4,680			$ 4,680		
	+/- 12 Plan Strips												
	Revise Club View Plan Shts-4			2	4			$ 600			$ 600		
	C & G R & R				6			$ 570			$ 570		
	ADA Ramp R & R			2	8			$ 980			$ 980		
	Utility Relocation Identification				2			$ 190			$ 190		
	Comparative Cost Estimates			8	2			$ 1,070			$ 1,070		
	Coordination/Mtgs/Proj Mgmnt											$ 1,870	
	Project Management	4		4				$ 1,100			$ 1,100		
	Aragon Geotechnical Rpt Review			2				$ 220			$ 220		
	Utility Notice # 2 & Follow-Up							$ 0			$ 0		
	Document Review	2		2				$ 550			$ 550		
	Phase Hours/Totals	**7**	**0**	**39**	**62**	**1**	**0**	**$ 11,405**	**$ 100**	**$ 9,910**	**$ 21,415**	**$ 21,415**	**$ 21,415**

SCOPE : ADD'L PAVEMENT REHAB.-+/- 8,000 LF
NEW/REVISED PLAN SHEETS: +/- 10(11" x 17")

ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
2ND REVISED DESIGN COST ESTIMATE - CITY OF HIGHLAND
PAVEMENT MANGEMENT PROGRAM-SECTOR E REHABILITATION str20001
ERSC JOB NUMBER: 03-017.2024

TASK NO.	TASK DESCRIPTION	STAFF CLASSIFICATION						ERSC LABOR	DIRECT EXP	SUBS.	SUB TASK TOTAL	TASK TOTAL	PHASE TOTAL
		PM/PE		E III	ET II	AA I							
		$165.00		$ 110.00	$ 95.00	$ 70.00							
	FINAL DESIGN												**$ 15,170**
	Plans											$ 8,000	
	Cover Sheet/Const Notes/Loc. Map				4			$ 380			$ 380		
	Gen'l Notes/Sht Index/Vicinity Map(2 shts)				2			$ 190			$ 190		
	Sections and Details(1 sht)				2			$ 190			$ 190		
	Pavement Rehab Plans-+/- 10 Shts			6	50			$ 5,410			$ 5,410		
								$ 0			$ 0		
	Final C & G & ADA Ramps Details			4	10			$ 1,390			$ 1,390		
	100 % Site Walk/Inspection			4				$ 440			$ 440		
												$ 0	
								$ 0			$ 0		
								$ 0			$ 0		
								$ 0			$ 0		
								$ 0			$ 0		
	Specifications	4		8		6		$ 1,960			$ 1,960	$ 1,960	
	Engineer's Estimate	2		8				$ 1,210			$ 1,210	$ 1,210	
	Add-on Installations/R & R's			6				$ 660			$ 660	$ 660	
	Plan Check/Review	4		4	4			$ 1,480			$ 1,480	$ 1,480	
	Bid Support											$ 0	
	Advertise Project							$ 0			$ 0		
	Bid Document Preparation(3 ea)							$ 0			$ 0		
	Pre-Bid Meeting							$ 0			$ 0		
	Questions/Addendum							$ 0			$ 0		
	Bid Opening/Tab/Evaluation							$ 0			$ 0		
	Bid Review & Award Letter							$ 0			$ 0		
	Proj Mgmnt/Construction Services											$ 1,760	
	Project Managment	4		6				$ 1,320			$ 1,320		
	City Meetings			4				$ 440			$ 440		
	Utility Notices							$ 0			$ 0		
	Quarterly Utility Coord Mtgs.							$ 0			$ 0		
	Construction Phase Services											$ 100	
	Pre-Construction Mtg Services							$ 0			$ 0		
	Const period Services, RFI's/CCO's							$ 0			$ 0		
	Prepare Record Plans							$ 0	$ 100		$ 100		
	Phase Hours/Totals	**14**	**0**	**50**	**72**	**6**	**0**	**$ 15,070**	**$ 100**	**$ -**	**$ 15,170**	**$ 15,170**	**$ 15,170**
	Project Hours and Totals	**21**	**0**	**89**	**134**	**7**	**0**	**$ 26,475**	**$ 200**	**$ 9,910**	**$ 36,585**	**$ 36,585**	**$ 36,585**

ARAGÓN GEOTECHNICAL, INC.
Consultants in the Earth & Material Sciences

March 26, 2021
Project No. TR-20-1270A

Engineering Services of Southern California, Inc.
1861 West Redlands Boulevard, Building 7-B
Redlands, CA 92373-3119

Attention: Mr. Ben Booth, E.I.T.
Mr. John Egan, P.E.

Subject: Proposal for Limited Pavement Evaluation & Investigation
Sector E Pavement Rehabilitation Project No. str20001 – Additional Streets
City of Highland, California

Gentlemen:

In accordance with the request for proposal email by Engineering Resources of Southern California, Inc. (ERSC) dated March 25, 2021, Aragón Geotechnical, Inc. (AGI) is pleased to submit this proposal to provide professional pavement engineering services for additional Sector E streets within the City of Highland. Project street segments are presented in Exhibits 1 & 2.

SCOPE OF WORK

AGI's scope of services for the additional streets will include:

a) A pavement surface evaluation will be performed by experienced AGI personnel to evaluate the existing pavement conditions of all additional streets, including pavement distress type and severity.
b) Identify, field mark, and locate by address R&R areas on plans provided by ERSC.
c) Provide street areas and crack repair quantities for each street segment, if needed.

All work will be done within existing City of Highland street rights-of-way. It is understood that the City will explore and prescribe pavement rehabilitation and/or reconstruction methodologies on its own. AGI will not provide rehabilitation recommendations for these added streets.

Upon completion of our preliminary evaluation, it would be prudent for AGI, ERSC, and City of Highland representatives to hold a project meeting to discuss the proposed R&R locations. Requested changes would be made and a summary report finalized.

16801 Van Buren Blvd., Bldg. B
Riverside, CA 92504
Tel: 951.776.0345 • **Fax:** 951.776.0395
www.aragongeo.com

AGI TEAM MEMBERS

AGI's primary team members who will share responsibilities for the subject project are listed below. AGI strongly believes in collaborative interactions between our scientists, engineers and field quality control personnel to optimize solutions and minimize design problems. Our professionals will be supported by geotechnical and/or public works inspectors, materials technicians and full-time clerical staff. Project technicians are generally selected by the AGI project manager based on their expertise, project complexity or special requirements, however listed below are the likely professionals who have the most experience on similar projects to that which the City is requesting.

Team Member/ Role	Registrations/Certifications	Years of Experience	% Available
C. Fernando Aragon, PE, GE Principal Engineer Project Manager	CA Registered Civil Engineer, No.72277 CA Registered Geotechnical Engineer, No. 2994 Caltrans TL-0111 Certification Nuclear Gauge Operator Certification Radiation Safety Officer Certification	19	60%
Luis Arguello III, EIT Project Engineer/Manager	CA Engineer-In-Training, No. 151825 OR Registered Civil Engineer, No. 95957PE NV Registered Civil Engineer, No. 027098 ACI Field Testing Technician, No. 1322983 Caltrans TL-0111 Certification Nuclear Gauge Operator Certification	8	60%
Mark G. Doerschlag, PG, CEG Senior Geologist Soil Investigation Project Lead	CA Registered Geologist, No. 5629 CA Certified Engineering Geologist, No. 1752 Nuclear Gauge Operator Certification Radiation Safety Officer Certification	38	50%
Kelly Lauritsen Senior Field Technician	Caltrans TL-0111 Certification (Expired) Nuclear Gauge Operator Certification	34	75%
Omar Lorrabaquio Senior Field & Lab Technician	ACI Field Testing Technician, No. 1085832 Caltrans TL-0111 Certification Nuclear Gauge Operator Certification	12	50%
Eric Doerschlag Lab Technician	Caltrans TL-0111 Certification Nuclear Gauge Operator Certification	4	50%
Daniel Flores Senior Field Technician	Caltrans TL-0111 Certification Nuclear Gauge Operator Certification	20	50%
Justin Long Field Technician	ACI Field Testing Technician, No. 1404593 Caltrans TL-0111 Certification Nuclear Gauge Operator Certification	11	50%
Cesar Lopez Senior Lab Technician – Soils	ASTM Aggregate Base Testing Technician	31	50%
Michael Lozano Field Technician	ACI Field Testing Technician, No. 1141435 Caltrans TL-0111 Certification Nuclear Gauge Operator Certification	13	50%
Miguel Robles Senior Lab Technician	ACI Strength Testing Technician, No. 1268530 ACI Aggregate Testing Technician, Level 1, No. 1268530 ACI Lab Testing Technician, Level 1, No. 1268530 Caltrans TL-0111 Certification Nuclear Gauge Operator Certification	8	50%

Closure

We are able to initiate work upon receipt of your authorization and project plans. We estimate it will take approximately 2 days to perform the field work and 1-2 weeks to complete the final report from date of authorization. An AGI project manager will oversee this project and see it through completion. Our cost estimate to provide services for this project is $8,258. A copy of our estimate is attached as Exhibit No. 3.

Thank you very much for the opportunity to be of service on this project. Please call us at (951) 776-0345 if we may be of further assistance.

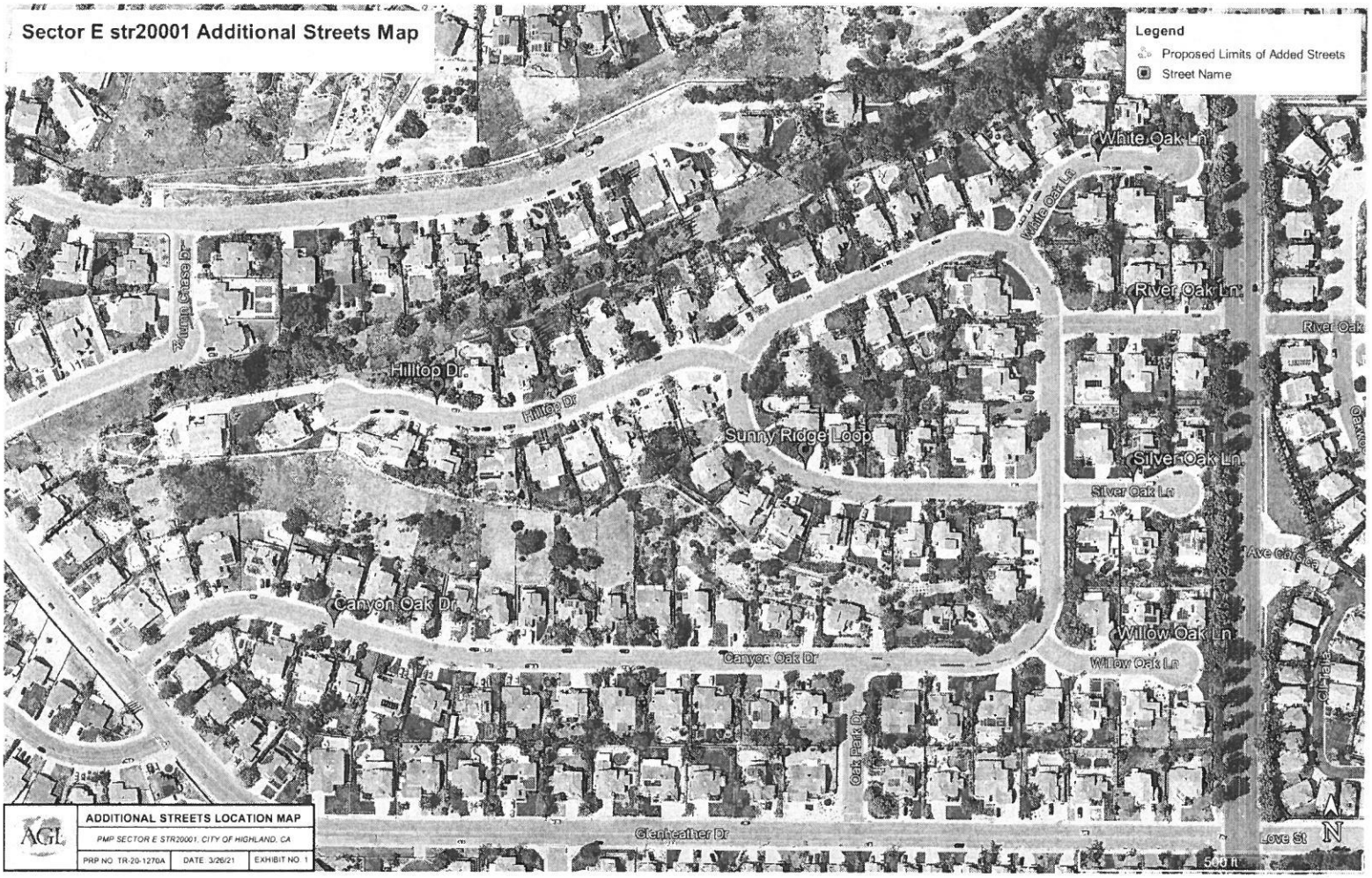
Respectfully submitted,
ARAGÓN GEOTECHNICAL, INC.

Luis Arguello III *C. Fernando Aragón*

Luis Arguello III, M.S.
Project Manager, E.I.T. 151825

C. Fernando Aragon
Project Engineer, RCE 72277

Attachments: Exhibit No. 1 – Additional Street Location Map
Exhibit No. 2 – Additional Street Segments
Exhibit No. 3 – Cost Estimate Matrix
Fee Schedule


Sector E str20001 Additional Streets Map
Legend
Proposed Limits of Added Streets
Street Name
White Oak Ln
White Oak Ln
River Oak Ln
River Oak
Hilltop Dr
Hilltop Dr
Sunny Ridge Loop
Silver Oak Ln
Silver Oak Ln
Canyon Oak Dr
Canyon Oak Dr
Willow Oak Ln
Willow Oak Ln
Oak Park Dr
Glenheather Dr
Love St
N
500 ft
ADDITIONAL STREETS LOCATION MAP
PMP SECTOR E STR20001, CITY OF HIGHLAND, CA
PRP NO. TR-20-1270A
DATE 3/26/21
EXHIBIT NO. 1

ARAGÓN GEOTECHNICAL, INC.
16801 Van Buren Boulevard, Bldg. "B"
Riverside, CA 92504
(951) 776-0345

No.	Street	From	To	Approximate Length (ft.)
1	Canyon Oak Drive	Streater Avenue	Oak Park Drive	1,300
2	Canyon Oak Drive	Willow Oak Lane	White Oak Lane	700
3	Silver Oak Lane	Canyon Oak Drive	East End	240
4	Willow Oak Drive	Canyon Oak Drive	East End	280
5	White Oak Lane	Canyon Oak Drive	East End	370
6	Hilltop Drive	Sunny Ridge Loop	West End	740
7	Sunny Ridge Loop	Canyon Oak Drive	Canyon Oak Drive	1,200
8	River Oak Lane	Canyon Oak Drive	Church Street	270
Approximate Total Length				5,100

PROJECT STREET LIMITS

Sector E Pavement Rehabilitation Project No. str20001
Additional Streets, City of Highland, California

PROJECT NO. TR-20-1270A | DATE: 3/26/2021 | **Exhibit 2**

COST ESTIMATE MATRIX

PMP - Sector E Project No. str20001 - Additional Streets

Task/Test	Personnel Grade	Rate (per hour) or Unit Charge (per test)	Hours or Units	Extension
Field Services				
Pavement Inspection	Project Engineer	$125	20	$2,500
Marking R&Rs	Senior Technician	$125	20	$2,500
Vehicle		$0.65	120	$78
Core Drilling Technician	Senior Technician	$0	0	$0
Sampling	Senior Technician	$0	0	$0
Core Patch	Equipment	$0	0	$0
Professional Traffic Control	Contractor	$0	0	$0
Locate Cores, Permit, USA	Staff Engineer	$0	0	$0
Testing Vehicle & Equipment		$0.00	0	$0
			Subtotal:	$5,078
Laboratory Testing				
R-Value Test	Laboratory	$0	0	$0
Sand Equivalent	Laboratory	$0	0	$0
Core Measurements	Laboratory	$0	0	$0
Moisture Determinations	Laboratory	$0	0	$0
			Subtotal:	$0
Office Services				
Data Analysis & Design	Senior Engineer	$0	0	$0
Report Preparation	Project Engineer	$125	8	$1,000
Lab & Report Figures	Draftsperson	$75	16	$1,200
Pavement Design and Analysis	Senior Engineer	$0	0	$0
Meetings	Senior Engineer	$145	2	$290
Report Preparation	Geotechnical Asst.	$50	8	$400
Coor./Report/Management	Sr Eng/Geo	$145	2	$290
Presenting City with Bid Options	Senior Engineer	$0	0	$0
			Subtotal:	$3,180
			Overall Project Estimate :	$8,258

Notes:

-If required services are less than estimated, the above amounts will be reduced accordingly; if the quantity of hours for any particular task is exceeded, they will be charged on a time and materials basis in accordance with our current Fee Schedule.

-All above field rates are prevailing wage.

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Riverside, California 92504
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FEE SCHEDULE

Aragón Geotechnical, Inc. (AGI) provides consulting services in the fields of soils and foundation engineering, engineering geology, earthquake engineering, fault studies, material testing, groundwater geology, environmental studies and other special inspection services. Compensation for services will be based on the following fee schedule.

LABORATORY TESTING

Soil Tests

Compaction Test (6" mold) ASTM D1557-Method C	$	210
Compaction Test (4" mold) ASTM D1557-Methods A&B	$	175
Relative Density - CA Test 216	$	250
Consolidation Test - ASTM D2435-Method A	$	200
Time Consolidation Test (per increment)	$	40
Direct Shear Test (drive-tube sample)	$	180
Direct Shear Test (remolded sample)	$	210
Direct Shear Test (residual)	$	230
Moisture-Density Test - ASTM D293	$	20
Expansion Index Test - ASTM D4829	$	155
Atterberg Limits - ASTM D4318 & CA Test 204	$	165
Sieve Analysis of Soils - ASTM D6913	$	200
Hydrometer Analysis (w/ Sieve) - ASTM D422	$	240
Material Passing the #200 Sieve - ASTM D1140	$	60
Moisture Content of Soils - ASTM D2216	$	20
Specific Gravity of Soils - ASTM D854	$	200
R-Value of Soil or Aggregate - CA Test 301	$	350
California Bearing Ratio Test - ASTM D1883	$	450
Rock Point Load Test	$	50
Unconfined Compression Test	$	220
Soil-Cement Compression Test .- ASTM D1633	$	65
Soil-Cement Trial Batch		Quote
Dry Preparation of Soils - ASTM D421	$	100
Permeability Test - ASTM D2434		Quote
Triaxial Compression Test - ASTM		Quote

Chemical Tests

pH Value of Soils - ASTM D4972	$	120
Corrosion Series - CA Test 643	$	200
Sulfate Content - CA Test 417	$	40
Chloride Content - CA Test 422	$	40

Aggregate Tests

Sieve Analysis w/ Wash - ASTM C136 / T 27 / CA Test 202	$	130
Moisture Content - AASHTO T265 / CA Test 226	$	20
Sand Equivalent - AASHTO T176 / CA Test 217	$	90
Organic Impurities - ASTM C40 / Cal Test 213	$	75
Fine Specific Gravity - AASHTO T84 / ASTM C128	$	150
Coarse Specific Gravity - AASHTO T85 / ASTM C127	$	120
Cleanness Value - CA Test 227	$	165
Durability Index - CA Test 229	$	120
Flat & Elongated - D4791	$	185
Crushed Particles - AASHTO T335/ CA Test 205	$	175
Uncompacted Void Content - AASHTO T304	$	175
Unit Weight of Aggregate - ASTM C29	$	105
Clay Lumps & Friable Particles - ASTM C142	$	110
LA Rattler - ASTM C131/C535 & CA Test 211	$	225
Lightweight Pieces of Aggregate - ASTM C123	$	450
Sodium Sulfate Soundness (2 Sieve Min.) - ASTM C88/Sieve	$	110
Fine Aggregate Resistance - ASTM D7428	$	600

Concrete & Masonry Tests

Concrete Compressive Strength - ASTM C39	$	30
Mortar Compressive Strength - ASTM C780	$	30
Grout Compressive Strength - ASTM C1019	$	35
Prism Compressive Strength - ASTM C1314	$	120
Concrete Flexural Strength - ASTM C78 / CA Test 523	$	75
Core Compressive Strength - ASTM C42	$	35
Specific Gravity of Core - ASTM 642	$	75
Concrete Shrinkage Bars - ASTM C157 (Set of 3)	$	350
Concrete Trial Batch - ASTM C192		Quote
Shotcrete Compressive Strength - ASTM C1604	$	50
Shotcrete Nozzleman Qualification - ACI 506.4	$	40
Concrete Trial Batch - ASTM C192		Quote

DBE No. 45365
SBE No. 1182800
DIR No. 1000008509

ARAGÓN GEOTECHNICAL, INC.
16801 Van Buren Blvd.
Riverside, California 92504
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Asphalt Tests

% Oil by Ignition Method - ASTM D6307 / AASHTO T308	$	145
% Oil by Chemical Method - ASTM D2172	$	400
% Oil & Gradation RAP - CA Test 384	$	240
Gradation of Extracted Aggregate - ASTM D5444	$	130
Ignition Correction Factor - ASTM D6307 / AASHTO T308	$	450
Moisture Content - AASHTO T329	$	20
Density of Core (SSD) - ASTM D2726 / AASHTO T166	$	25
Density of Core (Coated) - AASHTO T275 / ASTM D1188	$	35
Core Measurements - ASTM D3549	$	15
Air Void Determination - ASTM D3203 / AASHTO T269	$	30
Max Specific Gravity (Rice) - ASTM D2041 / AASHTO T209	$	130
Preparation by Marshall Method - ASTM D6926 (Set of 3)	$	140
Marshall Stability - ASTM D6927 (Set of 3)	$	100
Asphalt Mix Design - Marshall Method		Quote
Preparation by Hveem Method - ASTM D1561 (Set of 3)	$	200
Hveem Stability - ASTM D1560 (Set of 3)	$	265
Asphalt Mix Design - Hveem Method		Quote
Prep by Superpave Method - ASTM D6925 / T 312 (LTMD)	$	550
Hamburg Wheel Tracking - AASHTO T324 (Each)	$	1,050
Prep by Superpave Method - ASTM D6925 / T 312 (Ea Pt.)	$	145
Asphalt Mix Design - Superpave Method		Quote
RAP Testing for JMF - LP-9 & Cal Test 384	$	2,500
Tensile Strength Ratio - AASHTO T283	$	950
Centrifuge Kerosene Equivalent - CA Test 303	$	200
Swell Test (Drive-Tube Sample) - CA Test 305	$	180
MVS Test - CA Test 307	$	240
Asphalt Mix Design - Cold In Place Recycled		Quote

Steel & Other Tests

Tensile & Bend Test (#3 to #8) - ASTM A370 & E290	$	250
Tensile & Bend Test (#9 to #11) - ASTM A370 & E290	$	300
Tensile & Bend Test (#14 +) - ASTM A370 & E290		Quote
Thickness and Density of SFRM - ASTM E605	$	150
Cohesion/Adhesion of SFRM - ASTM E736 (Kit Only)	$	60

Emulsion & Binder Tests

Raveling Test of Cold Mixed Emulsified - ASTM D7196		Quote
Wet Track Abrasion Test - TB 100	$	145
Saybolt Furol Viscosity - AASHTO T59	$	120
Sieve Test (%) - AASHTO T59	$	105
Storage Stability - AASHTO T59	$	190
Residue by Distillation - AASHTO T59	$	175
Particle Charge - AASHTO T59	$	105
Penetration - AASHTO T49	$	110
Ductility - AASHTO T51	$	150
Solubility in Trichlorethylene - AASHTO T44	$	180

PROFESSIONAL & TECHNICAL STAFF

Principal Engineer (per hour)	$	165
Principal Geologist (per hour)	$	165
Senior Engineer (per hour)	$	145
Senior Geologist (per hour)	$	145
Project Engineer (per hour)	$	125
Project Geologist (per hour)	$	125
Staff Engineer (per hour)	$	115
Staff Geologist (per hour)	$	115
Project Manager / Supervising Technician (per hour)	$	125
Field Technician / Special Inspector (Prevailing Wage)	$	125
Laboratory Technician	$	85
Draftsperson (per hour)	$	75
Technical Word Processing (per hour)	$	50
Forensic Consulting & Testifying (4 hrs. minimum)	$	350
Mileage (per mile)	$	0.65
Per Diem (per day)	$	250
Mobile Lab Mobilization/Demobilization (each occurrence)	$	1,500

Overtime for technical personnel will be charged at the base rate times 1.5 per hour for time in excess of 8 hours, but less than 12 hours, per day and Saturdays. Time over 12 hours per day, Sundays and holidays will be charged at the base rate times 2. There is a minimum charge of 4 hours. Refer to comments below.

Comments - Project related expenses will be billed as follows:

EFFECTIVE JANUARY 2021

(1) Out-of pocket expenses and subcontractors at cost plus 20%. (2) Reproduction: $0.30 per page; $10.00 per plan sheet; postage at cost. Facsimile Transmission: $7.50 (up to 10 pages). (3) Travel Time: at the hour rate shown above, portal to portal. (4) For work which requires overnight lodging away from home, the per diem charge above will be charged. (4) This estimate is good for 60 days. (5) Refer to signed contract for additional details.

DBE No. 45365
SBE No. 1182800
DIR No. 1000008509

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 13, 2021

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: City Manager Report and Comments
(Work Program, Regional/Legislative/Development Issues, Subcommittees, etc.)

RECOMMENDATION: Discussion and possible action.

Approved _____ Motion _____ Second _____ Agenda Item No. 11

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

City Clerk

City Manager

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 13, 2021

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Council Member Comments
(Agency/Committee/AB1234 Reports, District Updates, etc.)

RECOMMENDATION: Discussion and possible action.

Approved _____ Motion _____ Second _____ Agenda Item No. 12

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

City Clerk

City Manager