



MEMORANDUM OF UNDERSTANDING

between the

CITY OF SANTA FE SPRINGS

and the

SANTA FE SPRINGS EMPLOYEES ASSOCIATION

July 1, 2021 - June 30, 2024

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Preamble

It is the purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") to promote and provide for harmonious relations, cooperation, and understanding between the City and its representatives and the general employees covered under this MOU and to set forth the agreement of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment of the employees covered under this MOU, which agreement the parties intend jointly to submit and recommend for City Council approval and implementation.

Article I. **Recognition and Rights**

Section 1. Representation and Duration

This MOU is between the City of Santa Fe Springs (City or Employer) and the Santa Fe Springs Employees Association (hereinafter referred to as the Association) and shall remain in full force and effect between the dates of July 1, 2021 and June 30, 2024.

Section 2. Recognition

Pursuant to the provisions of City Council Resolution No. 3005, the City recognizes the Association as the exclusive bargaining representative with regards to the meet and confer process relating to wages, hours and other terms and conditions of employment contained in this MOU. The job titles represented by the Association are those identified in Appendix A. The City shall recognize its obligations under this MOU, the Meyers-Milias-Brown Act, Government Code Section 3500, et.seq.

Section 3. Release Time

During periods of formal labor negotiations between the Association and City, Association negotiation team members who are on-duty shall be granted release time. Association Board members will be granted reasonable time off without loss of pay but for not more than two days at any one time, and limited to not more than five Board members at any one time, to attend but not exclusively limited to legislative and employer-employee relations conferences and training sessions. Approval by the City Manager for release time requests of this nature beyond two meetings per year is needed. The Association will use its best faith efforts to keep the frequency and number of members attending to a reasonable level. The Association will always work with department management to ensure that the release time requested is properly scheduled to avoid undue hardship to the operations of the department. All expenses associated with such release time will be borne by the Association unless otherwise permitted by the City. (PPPM 6-1.3, 05-06 MOU)

Section 4. Labor Relations Committee

A Labor Relations Committee composed of City and Association representatives will meet quarterly to discuss workplace issues regarding wages, hours and working conditions or special projects related to those areas. When beneficial, the committee may consult with outside individuals with specific knowledge on the topic of discussion. (PPPM 7-9 MOU 2007-2009)

Section 5. Association Dues Deduction

The City shall deduct from each paycheck of unit employees the regular [periodic] membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Association. Such deductions shall be made only when the Association member's earnings for a pay period are sufficient after other legally required deductions are made. The Association hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Association membership dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided by the Association.

The City shall remit the total amount of deductions to the Association within thirty (30) days of the date of the deduction. Any changes in the Association dues must be given to the City a minimum of fifteen (15) days prior to change to accommodate changes to payroll.

The Association shall indemnify the City from any claims relating to the City's compliance with this Dues Deduction provision, except for any claims arising from City's own negligence.

Section 6. Bulletin Board Space

The Association will be permitted to maintain areas accessible for all represented employees adequate bulletin board space suitable for the display of Association business.

Section 7. New Employee Orientation/Employee Information

New Employee Orientation

City will provide the Association with 10 calendar days advanced notice of all new employee orientations within the bargaining unit, unless it is unable to reasonably do so because of an unforeseeable urgent need critical to City operations. If such a case arises, the City will provide as much notice as possible to the Association, or make other arrangements for the Association to meet with the new employee. The Association will select its representative to meet with the new employee and that meeting will be conducted after completion of the Human Resources orientation. When selecting its representative, the Association will make reasonable efforts to **minimize disruption to**

the department operational needs.

The Association will be provided up to 30 minutes to discuss, among other things, the rights and obligations created by the MOU, the role of the Association, and to answer any questions that the new employee may have.

Employee Information

The City will provide the employee information it has on file in compliance with AB119 (name, job, title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the City, and home address) for all new hires within the bargaining unit within 30 days of hire, as well as for all employees represented by the Association at least twice per year and an additional one time per year upon the Association's request.

Notwithstanding the foregoing, pursuant to Government Code §3358 (in AB 119), an employee may opt out via written request to the City (copy to the Association) to direct the City to withhold disclosure of the employee's personal information: home address, home and personal cellular telephone numbers, and personal email addresses.

City may notify employee of the ability to opt out of disclosing personal information to the Association.

Article II. **Management Rights**

Section 1. General Provision

The exclusive rights of the City include, but are not limited to, the right to determine the mission of its constituent departments, divisions or commissions and boards; set standards of service and municipal fees and charges; determine the procedures and standards of selection for employment, assignment, transfer and promotions; direct its employees; take disciplinary actions; relieve its employees from duty for legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work. The City is in no way precluded from seeking alternative ways of providing services if the City Council deems it is in the City's best interest to do so.

The parties recognize that there are existing ordinances, resolutions and policies relating to benefits and other conditions of employment and the same are not affected by this Agreement except as provided herein. The City agrees not to reduce or abridge the level of supplemental benefits currently available to all represented employees during the term of this Agreement without mutual consent.

The parties hereto recognize that the City shall and will retain the exclusive right to manage and direct the performance of City services and work force performing such services. The City and Association agree that nothing in this Memorandum of Understanding shall in any way abridge, restrict or modify the rights and prerogatives of the City as set forth in Section 6 of Resolution No. 3005 of the Santa Fe Springs City Council and such section is hereby incorporated by this reference and made part hereof as though set forth in full. (*Resolution No. 3005, PPPM 7-1 and 7-2*)

Section 2. Disciplinary Action and Employment Separations

An employee may be suspended, demoted or dismissed whenever the employee's work or conduct so warrants. Any such action shall be in accordance with the procedures as set forth in the Personnel Resolution and appropriate Personnel Policy & Procedure. Whenever employee performance falls below the required level or when an employee's conduct falls under one of the causes for action listed in the Personnel Resolution, the supervisor shall inform the employee promptly and specifically of such lapses. If appropriate and justified, following a discussion of the matter, a reasonable time for improvement or correction may be allowed before any further disciplinary action is initiated. In situations where oral warning has not resulted in the correction of the condition or where more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy placed in the employee's personnel file. When other forms of disciplinary action have proven ineffective, or where the seriousness of the offense or condition warrants, the City Manager may reduce pay, transfer, demote or dismiss the employee for any cause listed in the Personnel Resolution No. 5969. (*Res. #5969, XI.1; PPPM 5-13.1*)

Suspensions - In those cases where one or more written reprimands have not proven to be effective, or in those cases where the seriousness of the events or conditions warrant it, an employee may be suspended without pay by their Department Head a maximum of three days without the approval of the City Manager or with the approval of the City Manager for a period not to exceed 30 calendar days for each offense for any cause listed in the Personnel Resolution. (*Res. #5969, XI.1; PPPM 5-13.1*)

Section 3. Re-Opener

If state or federal law is adopted or documented evidence such as the passage of the California State budget indicates a significant change in the City's financial conditions which adversely affects the City's capability to meet the terms of this agreement, any part of the total agreement can be opened to the meet and confer process during the term of this agreement.

Section 4. Waiver

Except as provided herein, the Association hereby expressly waives any right to request any improvements or changes in salaries, benefits or other terms and conditions of employment for the employees represented by the Association which would take effect prior to July 1, 2021, and the City of Santa Fe Springs, through its representatives, shall

not be required to meet and confer as to any such request.

Article III.
Work Period, Hours and Staffing

Section 1. Work Period

The traditional work period is a seven day work cycle beginning on Monday at 12:01 a.m. and ending on the following Sunday at midnight. Upon the authorization of the City Manager, employees may work a traditional 5/40, 4/10 or 9/80 work period. For employees working the alternative work schedule known as the 9/80, each such employee's work week shall begin and end four hours into the eight hour work day which the employee works in alternating weeks. Regularly scheduled hours within the 7 day work period shall be comprised of 40 hours. *(Res. # 5969, IX.1 and IX.2; PPPM 6-1.1)*

Section 2. Modified Duty

If the industrial medical provider recommends modified duty on the same date an injury occurs and with approval from the City Manager, the employee will report to work for the remainder of the shift in a modified duty capacity. The City has the right to revert the employee to a traditional 5/40 schedule during the time the employee is on modified duty. A request to work a 4/10 or 9/80 work schedule or another schedule may be approved by the City at its sole discretion, until the industrial medical provider returns the employee to regular duty. *(PPPM 5-10. 2)*

The same procedure shall be followed to schedule modified duty for employees whose medical status change, such as from "unable to return to duty" to "able to return to modified duty" as determined by the industrial medical provider.

At the sole discretion of the City, modified duty may be available for employees whose temporary restrictions, as certified by a medical provider, can be accommodated by the City. Priority will be given to those employees whose injuries are industrial. The City's decision to provide modified duty is final and is not subject to appeal.

Article IV.
Wages and Compensation

Section 1. Pay Plan

All employees will be paid on a bi-weekly basis. Payroll checks will be made available to employees on the Thursday following the completion of each bi-weekly period. In the event that a payday falls on a holiday, payroll checks may be made available on the first day preceding the holiday. Direct deposit is also available to all employees. The City will directly deposit the payroll check into the employee's savings or checking account. Funds are normally available on Friday morning. *(Res. #5969, IV.13, PPPM 2-1.1)*

Section 2. Wages

The City and the Employees Association agree that each classification represented by this Agreement shall receive the following Cost of Living Adjustments (COLA), with the pay schedule referenced in Appendix A.

1. Effective the pay period that includes July 1, 2021, a four percent (4%) cost of living adjustment (COLA).
2. Effective the pay period that includes July 1, 2022 -
 - a. a three percent (3%) cost of living adjustment (COLA).
 - b. a one percent (1%) additional cost of living adjustment (COLA), based on a contract amendment approved on June 21, 2022.
3. Effective the pay period that includes July 1, 2023, a three percent (3%) cost of living adjustment (COLA).

Merit Salary Adjustment:

Upon recommendation of the Department Director that an employee's performance has been above average, an employee receiving less than the maximum rate of base pay within the assigned range for the classification may be given a merit salary adjustment upon approval by the City Manager. A full time employee is eligible for this adjustment upon completion of 6 months service each in Steps A and in Step B and 1 year service each in Steps C and D. (*PPPM 2-2.1b*)

Section 3. Special Assignment Pay - Bilingual

Bilingual pay may be paid to positions where the need to speak in another language is deemed useful by the City. To receive compensation, employees must pass a testing process as determined by the Human Resources Office. Compensation is granted at the level needed for the position and as designated:

		Full-Time	Hourly/ Benefited	Tests
Level 1	ability to speak and understand basic Spanish	\$100/month	\$50/month	Oral test every 2 years
Level 2	ability to speak and understand Spanish fluently	\$175/month	\$90/month	Oral test every 4 years
Level 3	ability to speak, understand, read, write and translate Spanish fluently	\$250/month	\$125/month	Oral and written test every 4 years

The City shall maintain an approved list of positions recognized by the City to receive bilingual pay. Approval of the incentive pay and the number of employees who receive

this incentive pay are at the sole discretion of the City and are not subject to appeal. *(PPPM 2-2.5c)*

Section 4. Excellence in Performance Pay

The City Manager may approve a 5½% incentive payment to the rate of base pay to recognize excellence in performance. Continuance of pay is reviewed annually and is measured against predetermined goals and objectives. *(PPPM 2-2.3, 2.21c)*

Section 5. Longevity Pay

Full-time Association represented employees are entitled to the following longevity increments: 2% at 15 years of service, 2% at 20 years of service; 3% at 25 years of service for a total cumulative rate of 7% at 25 years of service.

Longevity calculations for those hired prior to July 1, 2019, will include all full-time years of service plus all months of hourly/part-time service.

Longevity calculations for those hired into a full-time position after July 1, 2019, will be based on continuous full-time years of service only.

Section 7. Overtime Compensation

When necessary to perform essential work, Department Directors, Managers or Supervisors may require employees to work at any time other than during their regular working hours until such work is accomplished. Payment of overtime shall be paid at a rate of one and one half (1½) the rate of pay in accordance with the Fair Labor Standards Act and shall apply to all designated non-exempt positions. The maximum number of hours worked per work period paid at the regular rate shall be 40 hours. An employee may, with Department Head approval, take time off in lieu of overtime pay if it is taken in the same work period the overtime is earned. For example, if an employee works 2 hours overtime on Monday, the employee may take 2 hours off before the end of the work week. For the purpose of overtime calculations, furlough hours will be considered hours worked. *(PPPM 2-2.9a)*

Section 8. Standby Compensation

An employee required to be available for emergency service between the end of their work day and the beginning of the next work day will be paid \$35.00 for each standby period. They must be available for immediate response to a telephone call or a page. Employees who are on standby and who are called back to duty shall receive standby pay and call back pay. *(80-81, 99-01, 05-06 MOU; PPPM 2-2.10a)*

Effective July 1, 2020, an employee required to be available on Standby for emergency service on any day that is a regularly scheduled day off for that employee (not because of

any leave other than Holiday leave) will be paid \$70.00 for each day they are required to be on standby.

Section 9. Call Back Compensation

Employees called back to work shall receive a minimum of four (4) hours pay. If a second call back of the same employee occurs within the four (4) hours of the first call back, additional call back pay is not allowed. If the second call back occurs after four hours have elapsed since the first call back, it shall be treated as a new incident and the employee shall receive a minimum of four (4) hours pay. After three (3) hours of call back, all hours, including the first three (3) hours, will be paid at time and one-half (1½). Scheduled work, even though not during normal working hours, shall not qualify for call back pay. *(PPPM 2-2.11)*

Section 10. Deferred Compensation Program

The City's deferred compensation program is designed to provide employees with a supplemental retirement savings plan. It is established and regulated according to Internal Revenue Service (IRS) guidelines and is known as an IRS 457(b) Plan. It is a tax deferral program in which an employee may elect to defer compensation up to the amount permitted by the IRS for any particular calendar year and thereby realize an immediate tax benefit. The money is invested and available to the employee with interest after retirement. IRS "catch-up" provisions are also available under this plan.

The City agrees to match employee contributions into their deferred compensation plan (for a maximum of 3%). The match will be at a rate of 2:1. To receive the City's maximum 3% match, the employee must contribute 1.5%. Employee contributions less than 1.5% are matched by the City at a proportional 2:1 ratio.

Specifics concerning program application and investment options change periodically. The most current information can be obtained from the Human Resources Office. *(86-87, 88-89, 89-90, 90-91, 05-07 MOU, PPPM 2-5.1)*

Section 11. Commercial Driver's License

The City shall pay a monthly \$100 pay differential to fifteen (15) Public Works Maintenance Division employees who possess and maintain a valid California Commercial driver's license. This pay differential will not be given to those in positions where a Commercial driver's license is a required minimum qualification for the position. *(PPPM 2-2.5k rev 5/25/06)*

Section Backflow Tester Certification

Employees with the Los Angeles County Certified Backflow Tester Certification shall receive 5.5% of their regular pay per month. Employees shall immediately notify their supervisor if they have lost their certification for any reason. The Director of Public Works has the authority to designate the number of personnel to receive the certification pay.

Section 12. Cost of Living Data

The parties will use the March to March Consumer Price Index issued by the Department of Labor, Bureau of Labor Statistics for the Los Angeles-Long Beach-Anaheim area for purposes of cost of living analysis.

Article V. **Retirement Benefits**

California Public Employee's Retirement System (CalPERS) Coverage. All full-time employees covered by this MOU shall participate in the CALPERS retirement plan.

Section 1. For employees hired prior to November 19, 2012 (Classic Members/Tier 1), the City shall provide the CalPERS 2.7% @ age 55 retirement formula.

The City shall continue to provide CalPERS Classic Members with retirement benefits in accordance with the existing contract with CalPERS, and all amendments to the contract, including:

1. Retirement Benefit Formula - 2.7% @ age 55 Formula for Local Miscellaneous Members (Government Code Section 21354.5).
2. To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS-credited service.
3. Employee Cost Share - The employee's eight percent (8%) portion of the retirement cost is paid fully by the City as "Employer Paid Member Contribution (EPMC). The value of the EPMC is reported as special EPMC compensation (Government Code Section 20516).
4. Employee Contribution – Full-time employees contribute eight percent (8%) of their salary (cost share) on a pre-tax basis to offset the City's cost in providing enhanced retirement benefits (Government Code Section 20516(f)). If there are any changes that legally require the cost sharing to terminate, any percentage of cost sharing shall be applied towards the Employer Paid Member Contribution (EPMC).
5. Death Benefits - Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code Section 21551).
6. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code Section 21574).
7. Additional Service Credit of 2 years for Local Miscellaneous Members (Government Code Section 20903).
8. Military Service Credit as Public Service (Government Code Section 21024).
9. Unused Sick Leave Credit – Unused sick leave will be converted to service credit at the rate of .004 year of service for each day of sick leave, provided there are less than 120 days between the member's separation date and retirement date (Government Code Section 20965).
10. Final Compensation - The average full-time monthly pay rate for the highest 12 consecutive month period (Government Code Section 20042). If service is coordinated with Social Security, member is subject to the \$133.33 reduction in

final compensation.

11. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
12. Death Benefit (Retired) - Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's survivor (Government Code Section 21620).
13. Prior Service Credit (Government Code Section 20055). Service credit payment by payroll deduction is pre-tax.

Section 2. For employees hired between November 19, 2012 and December 31, 2012 (Tier 2), the City shall provide the CalPERS 2% @ age 55 retirement formula.

The City shall continue to provide CalPERS Tier 2 Members with retirement benefits in accordance with the existing contract with CalPERS, and all amendments to the contract, including:

1. Retirement Benefit Formula – 2% @ age 55 Formula for Local Miscellaneous Members (Government Code Section 21354).
2. To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS-credited service.
3. Employee Contribution – Full-time employees pay the seven percent (7%) member contribution.
4. Death Benefits - Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code Section 21551).
5. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code Section 21574).
6. Additional Service Credit of 2 years for Local Miscellaneous Members (Government Code Section 20903).
7. Military Service Credit as Public Service (Government Code Section 21024).
8. Unused Sick Leave Credit – Unused sick leave will be converted to service credit at the rate of .004 year of service for each day of sick leave, provided there are less than 120 days between the member's separation date and retirement date (Government Code Section 20965).
9. Final Compensation – The highest average annual compensation earnable by the member during the consecutive 36-month period of employment (Government Code Section 20037). If service is coordinated with Social Security, member is subject to the \$133.33 reduction in final compensation.
10. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
11. Death Benefit (Retired) - Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's survivor (Government Code Section 21620).
12. Prior Service Credit (Government Code Section 20055). Service credit payment by payroll deduction is pre-tax.

Section 3. For employees hired on or after January 1, 2013 and meeting the definition of "New Member" set forth in Government Code 7522.02(c), shall be eligible for the retirement plan pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA).

The City shall provide CalPERS Members with retirement benefits in accordance with

PEPRA, including:

1. Retirement Benefit Formula – 2% @ age 62 Formula for Local Miscellaneous Members (Government Code Section 7522.20).
2. To be eligible for service retirement, you must be at least age 52 and have a minimum of five years of CalPERS-credited service.
3. Employee Contribution – Full-time employees pay the member contribution of fifty percent (50%) of normal cost as determined by CalPERS.
4. Death Benefits - Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code Section 21551).
5. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code Section 21574).
6. Additional Service Credit of 2 years for Local Miscellaneous Members (Government Code Section 20903).
7. Military Service Credit as Public Service (Government Code Section 21024).
8. Unused Sick Leave Credit – Unused sick leave will be converted to service credit at the rate of .004 year of service for each day of sick leave, provided there are less than 120 days between the member’s separation date and retirement date (Government Code Section 20965).
9. Final Compensation – The highest average annual compensation earnable by the member during the consecutive 36-month period of employment (Government Code Section 20037).
10. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
11. Death Benefit (Retired) - Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree’s survivor (Government Code Section 21620).
12. Prior Service Credit (Government Code Section 20055). Service credit payment by payroll deduction is pre-tax.

Section 4. Sick Leave Credit

Full-time general employees shall be compensated annually in November for one-half of their accumulated sick leave in excess of 960 hours. The remaining excess leave shall be accumulated in an individual retirement credit account. The balance in the account, along with other accumulated sick leave, shall be applied to the Retirement “Sick Leave Credit” benefit upon the employee’s retirement. (*PPPM 5-11.2*)

Section 5. Hourly Benefited Employees

In accordance with the Federal Omnibus Budget act of 1990, Section 3121 (b)(7)(F), 7.5% of qualified salary is deposited in a retirement plan for hourly benefited employees. The terms and conditions for withdrawal of these funds shall be as set forth in the existing plan and as permitted by IRS Code Section 457.

The City makes a 3.75% contribution based upon gross earnings towards this plan. Hourly employees may contribute the maximum allowable under IRS regulations or a minimum of 3.75% of their gross earnings. The retirement plan used by the City is a defined contribution plan which means that an employee is fully vested and may withdraw all

funds, including interest earnings, upon separation. *(PPPM 2-4.1)*

Article VI.
Health and Other Insurance Benefits

Section 1. Health Insurance

Full-Time Employees:

The City contracts with the California Public Employees' Retirement System (CalPERS) for employee, spouse, registered domestic partner and dependent health insurance benefits. An open enrollment period is held annually in the fall to permit employees to change plans and add/delete dependents.

Effective January 1, 2021, the City's maximum contribution for medical insurance will be capped at \$1,650 per month.

Effective January 1, 2022; January 1, 2023; January 1, 2024 only, the City's medical contribution cap will be adjusted, up or down, to match the Kaiser (Region 3 for Los Angeles County) family rate to reimburse Association represented employees and their eligible dependents for medical insurance premiums. The 2022 Kaiser family rate is \$1,871.43 per month.

Hourly Benefited Employees:

The City contracts with Kaiser Permanente for hourly benefited employee, spouse, registered domestic partner and dependent HMO health insurance benefits. An open enrollment period is held annually in the fall, to permit employees to change plans and add/delete dependents.

The City's maximum contribution for medical insurance is capped at the Kaiser Traditional HMO 2 party plan, effective, January 1, 2021, the rate is \$1,254.68 per month; effective January 1, 2022, the rate is \$1,254.68.

Retiree Medical:

An employee who is vested in CalPERS and retires from the City is eligible for medical coverage through the CalPERS Retirement Plan.

The City contribution to medical premiums for retirees, effective January 2021 is \$1,650.00 per month.

The City contribution to medical premiums for retirees, effective January 1, 2022 is \$1871.43

The parties agree to a re-opener during the term of this MOU to discuss and implement changes related to medical coverage for active employees as well as significant reforms to the retiree medical program and when retirees become Medicare eligible, including but not limited to limiting the employer contribution to retiree medical for new employees to the minimum rate established annually by the California Public Employees' Retirement System (CalPERS) for the Public Employees' Medical and Hospital Care Act (PEMHCA). The City would also consider amending its existing Flexible Spending Account (FSA) Section 125 Plan to provide for a cafeteria plan option as a mechanism for providing active employees with the difference between the PMHCA minimum and the negotiated employer contribution for active employee medical on a tax-exempt basis. Further, the City would also consider establishing a Health Reimbursement Arrangement account (HRA) to provide a mechanism for providing eligible retirees with the difference between the PEMHCA minimum and any vested employer contribution for retiree medical. Any changes to existing contract terms would require mutual agreement.

Medical Insurance Opt Out:

Requirements for a full-time employee to receive employer contributions that may be cashed out: Pursuant to the Affordable Care Act (ACA) Employer Mandate "affordability" determination, an eligible opt-out arrangement requires the following in order for employees who opt-out of employer-provided health coverage to receive cash in lieu:

- a. Employee must provide reasonable evidence that the employee and each member of the employee's expected tax family (i.e. individuals for whom the employee expects to claim a personal exemption deduction) has or will have the minimum essential coverage (other than coverage in the individual market, whether or not obtained through Covered California) during the period of coverage to which the opt-out arrangement applies;
- b. Employee must provide proof of coverage by completing the Health Insurance Waiver Form.
- c. Employee must provide proof of coverage every plan year, by completing a new Health Insurance Waiver Form to which the eligible opt-out arrangement applies; and
- d. The opt-out payment cannot be made if the City knows or has reason to know that the employee or any other member of the employee's expected tax family does not have or will have the alternative minimum essential coverage.

Full-Time employees qualified to waive/opt-out of coverage shall receive the following monthly rate. The amount will be paid to the employee as taxable earnings.

FULL-TIME EMPLOYEES	
COVERAGE TYPE	MONTHLY AMOUNT
Single Party	\$214.61
Two-Party	\$429.22
Family	\$557.98

HOURLY/BENEFITED EMPLOYEES	
COVERAGE TYPE	MONTHLY AMOUNT
Single Party	\$200.50
Two-Party or more	\$390.50

Section 2. Dental Insurance

The City contracts with Delta Dental to provide dental benefits to all full-time and hourly benefited employees and eligible dependents. An open enrollment period is held annually to permit employees to change plans and add/delete dependents. Retired full-time employees may continue dental coverage for self, spouse and eligible dependents with entire cost borne by the retiree. (78-80, 80-81, 82-83, 83-84, 94-95, 97-98, 01-02, 05-07 MOU; PPPM 2-3.2)

Full-time Employees:

The City offers Delta Care and Delta Premiere options. Employees who elect enrollment in the Delta Premiere plan will contribute \$50 per month towards the dental insurance premium. Employees who elect enrollment in Delta Care pay no contribution toward dental insurance premium.

Hourly Benefited Employees:

The City offers and pays the dental insurance premiums for Delta Care dental coverage for the employee and eligible dependents.

Section 3. Vision Plan

The City has established a vision care plan for full-time employees, spouses, registered domestic partners and dependents up to the age of 26, consistent with the Affordable Care Act (ACA). There is a \$20 deductible for eye examinations and no deductible for frames, lenses, contact lenses, or vision therapy. The employee reimbursement cap is \$450 per fiscal year; the spouse, registered domestic partner and other dependents are capped at \$400 per person per fiscal year. Employees and eligible dependents may choose laser surgery in lieu of receiving an annual reimbursement for four years. Employees are eligible for \$1,400

reimbursement for laser surgery and eligible dependents are eligible for \$1,200 reimbursement. If the employee retires or resigns during the four-year reimbursement period, the employee is responsible for reimbursing the City the prorated difference for him/herself and dependents. *(95-96, 97-98, 01-02, 05-07 MOU; PPPM 2-3.6)*

Section 4. Life Insurance

The City pays the premium cost for each full-time employee to receive Basic Life and Accidental Death & Dismemberment (AD&D) insurance under a group policy. The basic amount specified in the group contract is \$75,000. Employee members may elect additional life insurance and authorize payroll deduction for any premium costs related to policy coverage in excess of the basic amount (including dependent coverage). *(91-92 MOU; PPPM 2-3.3a)*

Section 5. Long Term Disability Insurance

The City pays the premium cost for each full-time employee to receive long term disability insurance. This plan is administered by Standard Insurance. Full-time employees are eligible on the first day of the month following the first day of employment. However, the employee must not be off duty for illness or injury on that date. If the employee is off, then the effective date is the first day of the month following the date of return to work. Employees are covered for both sickness and accident. Maximum benefit period for disability due to injury or illness is age 65 or 12 months, whichever is longer. Employees are paid 66 2/3% of basic monthly earnings up to a maximum payment of \$8,000. Sick leave, Workers' Compensation and PERS payments are integrated into this amount. If the employee dies during a period for which benefits are payable, three additional months of payment will be paid to the designated beneficiary. A copy of the actual plan description is on file in the Human Resources office. *(PPPM 2-3.4a)*

Section 6. Physical Examination

Full-time and hourly benefited employees and their spouses are eligible to participate in the annual physical examination program. Employees are invited to participate during the month of their birthday. The cost for the physical is paid for by the employee. If an employee wishes to participate, the employee must identify their choice of physical examination and method of payment. Should the employee wish to pay by payroll deduction, the employee must deduct an amount large enough to pay the cost of the physical within one year. Examinations for full-time employees may be scheduled during regular work hours. At no time will the City review the results of the test. *(Letter from City Manager dated 2-24-83; Fee Schedule for Annual Physical; 94-95 MOU)*

Article VII.

Leave Benefits

Section 1. Bereavement Leave

Full-time and hourly benefited employees are entitled to a maximum absence of three days with pay for bereavement purposes in the event of death of a member of the immediate family. Leave for benefited hourly employees shall be consistent with the employee's regularly scheduled hours. An employee may take additional leave for bereavement purposes by charging the time off to sick leave. Such leave shall be granted up to the employee's accumulated sick leave balance with the approval of the employee's Department Head. Immediate family is defined as father, mother, brother, sister, son, daughter, spouse, registered domestic partner, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-mother, step-father, step-sister, step-brother, step-child and step-grandchild. An employee will be allowed bereavement leave to accompany a minor child (under 18 years old) in the employee's sole custody if a parent of the child, who is not defined as a member of the employee's immediate family such as an ex-spouse, passes away. (*Res. #5969, IX.7; 77-78 04-05 MOU; PPPM 6-8*)

Section 2. Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

An employee is eligible for FMLA/CFRA leave after 12 months of continuous employment, if he or she has worked at least 1,250 hours during the previous 12-month period. FMLA/CFRA leave is unpaid leave. An employee requesting FMLA/CFRA leave may utilize any accumulated leave, except sick leave, for part or all of the leave period, if leave is for a purpose other than the employee's own serious health condition. If the leave is for the employee's own serious health condition, any accumulated sick leave must also be used.

Under FMLA, an eligible employee is entitled to a total of 12 work weeks of leave during any 12-month period in four situations: (1) for the employee's own serious health condition; (2) to care for a family member with a serious health condition; (3) for the birth or placement of a child for adoption or foster care; and (4) to address a "qualifying exigency" involving an employee's family member on active military duty status in support of a contingency operation.

In addition, an employee is entitled to up to 26 weeks of leave during a single 12-month period to care for a family member or "next of kin" service member who incurs a serious injury or illness while on active duty. The single 12-month period applicable to military caregiver leave can be different from the 12 month period applicable to other FMLA leave.

The CFRA regulation provides that if an employee takes pregnancy disability leave which is also an FMLA leave, and then wants to take CFRA leave to bond with her child immediately after her pregnancy disability leave, the 12-month period during which she must have worked 1,250 hours is that period immediately preceding her first day of FMLA leave based on her pregnancy, not the first day of the subsequent CFRA leave for reason

of the birth of her child. (Res. #5969, IX.8; PPPM 6-4.3)

Section 3. Flexible Leave

General full-time employees will receive 36 hours of flex leave each fiscal year. As of June 30 of each year, all unused flexible leave up to a maximum of 24 hours shall be carried over to the next fiscal year. Benefited hourly employees will receive 12 hours per fiscal year with a not to exceed cap of 20 hours per fiscal year. (Res. #5969, IX.4; 76-77, 81-82, 83-84, 90-91, 97-98, 01-04, MOU and Addendum to 01-04 MOU, 07-08 MO; PPPM 6-5)

Section 4. Holidays

The following are observed City holidays:

- New Year’s Day January 1
- Dr. Martin Luther King Jr.’s Birthday Third Monday in January
- Lincoln’s Birthday Second Monday in February
- President’s Day Third Monday in February
- Cesar Chavez’s Birthday March 31
- Memorial Day Last Monday in May
- Juneteenth National Independence Day June 19
- Independence Day July 4
- Labor Day First Monday in September
- Veteran’s Day November 11
- Thanksgiving Day Fourth Thursday in November
- Day after Thanksgiving Fourth Friday in November
- The day before Christmas December 24
- Christmas Day December 25
- Every day appointed by the President or Governor as a holiday

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

Section 5. Bonus Day Holiday

A bonus day off with pay per fiscal year may be taken as a floating holiday for any full-time general employee who does not utilize any sick leave during the fiscal year. Hourly benefited employees shall receive a prorated number of hours based upon their regular work schedule. (Res. #5969, IX.3; 76-77, 83-84, 86-87, 92-93, 97-98, 05-07 MOU; PPPM 6-7.1)

Section 6. Jury Duty

Leave of absence with pay shall be granted to a maximum of fifteen (15) working days to an employee who serves on a jury. In such cases, the employee shall be paid their regular

salary, or their normal hours scheduled to work. Employees on call for jury duty are expected to report for work. Jury and witness fees the employee may receive from court service shall be remitted to the City. Mileage reimbursement will be kept by the employee (Res. #5969, IX, 13; 92-93; 01-02 MOU; PPPM 6-10). On a case-by-case basis, the City Manager may extend said leave of absence with pay for jury duty. (11-12 MOU)

Section 7. Leaves of Absence

Leaves of absence without pay may be granted at the sole discretion of the City Manager. A leave of absence shall be granted only to an employee who desires to return to City service and has a satisfactory service record. The City Council must approve leaves of absence involving pay or benefit issues. (Res. #5969, IX.12; PPPM 6-4.1)

Section 8. California Kin Care Leave

Employees may use one-half of their annual sick leave accrual (e.g., 48 hours for full-time employees) to care for their grandparents, grandchildren, and siblings, as well as children, parents, spouse or domestic partner who is ill. Use of sick leave for this purpose is to be recorded on leave slips and turned in with employee time cards. Notice should be given for appointments seven days in advance. If emergencies arise, an exception can be made to this policy. (PPPM 6-3.6)

Section 9. Military Leave

Military leave is granted in accordance with state and federal law. If you are entitled to military leave, you must give the City an opportunity, within the limit of military regulations, to determine when such leave will be taken. Each request for military leave will be referred to the City Attorney for interpretation of such related issues as entitlement to pay, benefits, reinstatement, etc. (See Appendix for Military Leave Policy) (Res. #5969, IX.14; PPPM 6-9)

Section 10. Sick Leave

Sick leave shall not be considered a right, which employees may use at their discretion, but shall be allowed as an employee benefit only in case of actual sickness or disability of the employee which prevents the employee from working. Exceptions are made for cases of pregnancy, childbirth or related conditions, for a doctor's appointment or to care for a sick child in accordance with these rules and regulations. Up to 32 hours per fiscal year of sick leave may be used for doctor's appointments.

Employees are eligible to use accrued sick leave at any time after original appointment subject to the provisions of these rules and regulations. Sick leave shall be accrued while an employee is absent from duty because of injury or illness arising out of and in the course of employment as determined under the provisions of workers' compensation law.

In order to receive compensation when absent on sick leave, employees shall notify their department no later than 15 minutes after the time set for beginning their daily duties. When absent for three or more consecutive working days, the employee may be required by the Department Head to obtain and submit a physician's certification of illness.

Sick leave with pay for full-time general employees shall be accrued at the rate of 8 hours for each calendar month of service beginning with probationary appointment. Benefited hourly employees shall accrue a total of 1 hour sick leave per pay period but only if the employee works a minimum of 20 hours within that pay period. If the benefited hourly employee works a minimum of 32 hours per week per pay period, they will accrue 2.77 hours of sick leave for that pay period. At the discretion of the Department Head, full-time employees only may request an advance of up to five days of sick leave. (*PPPM 6-3.1, 6-3.2, 6-3.4, and 6-3.6*)

Section 11. Vacation

General full-time employees on a 40 hour work week schedule will accrue vacation leave as follows:

<u>Years of Service</u>	<u>Days per Year</u>	<u>Hours per Year</u>	<u>Hours per Month</u>
0-1	10.00	80	6.64
1-2	11.25	90	7.52
2-3	12.50	100	8.32
3-4	13.75	110	9.20
4-5	15.00	120	10.00
5-6	15.50	124	10.32
6-7	16.00	128	10.64
7-8	16.50	132	11.04
8-9	17.00	136	11.36
9-10	17.50	140	11.68
10-11	18.00	144	12.00
11-12	18.50	148	12.32
12-13	19.00	152	12.64
13-14	19.50	156	12.96
14-15+	20.00	160	13.28
20+	21.00	168	14.00

The following methodology is used regarding the initial accrual of vacation time:

<u>Date hired</u>	<u>1st through 15th</u>	<u>16th through end of month</u>
Month hired	Accrues vacation	Does not accrue vacation
Month terminated	Does not accrue vacation	Accrues vacation

The anniversary month for additional vacation accrual is based on the same time periods. If an employee is hired before the 15th of the month, the anniversary month is the month hired; if hired after the 15th of the month, the anniversary is the month following.

Benefited hourly employees who work between 20 and 59¾ hours within a pay period shall receive a prorated accrual of 1.85 hours. For each pay period in which the number of hours worked by a benefited hourly employee is 60 hours or more, the bi-weekly accrual rate shall be 3.00 hours.

At the discretion of the Department Head, full-time employees may request an advance of up to five days of vacation.

Vacation shall be accrued when an employee is absent from duty because of injury or illness arising out of and in the course and scope of employment as determined under the provisions of the workers' compensation law.

Vacation Maximum Accrual

General employees may accumulate 240 vacation hours in their vacation bank. Once this balance has been reached, the Department of Finance and Administrative Services will advise the employee that they must take the vacation and reduce their balance. Employees whose vacation balance exceeds the maximum accrual will be given the opportunity to work with their supervisor/department head on a balance reduction plan. Employees who have extenuating circumstances and request the maximum accrual be temporarily lifted due to an anticipated parenthood leave, extended worker's compensation leave or similar situation will notify their supervisor and Human Resources of their special circumstance and be granted a temporary reprieve from vacation accrual enforcement. (*Res. #5969, IX.5; 76-77, 82-83, 86-87 MOU; PPM 6-2.1, 6-2.3, 6-2.4, 6-2.5 and 6-2.6*)

Reserve Vacation Bank

Effective within 30 days upon City Council approval of this agreement, the city shall cash-out the Reserve Vacation Bank for all non-suppression employees at the dollar value in effect as of June 30, 2021, which is intended to be prior to the COLA raises contained in this agreement. Employees may elect to designate all or a portion of their cash out as deferred compensation (up to the IRS limits).

Thereafter, the Reserve Vacation Bank will be eliminated.

Vacation Cash-Out

An employee may cash-out vacation leave hours once per fiscal year, at straight time rates, a maximum of 12 hours per member and any hours above the 240 hour cap. The cash-out must be designated in writing by December of the prior calendar year and is irrevocable after being designated.



Section 12. Critical Family Leave

At the sole discretion of the City Manager, authorization for whatever amount of paid leave that may be necessary for full-time and benefited hourly employees to care for a child or spouse with a terminal or critical life-threatening situation may be given. This action may be taken at the request of the employee with the concurrence of the employee's Department Head with full pay and benefits and without loss of seniority. Leave will be exclusive of the employee's vacation, flex and sick leave. Leave balances do not have to be exhausted for the City Manager to authorize critical family leave. This policy is intended to be applied in conjunction with the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act. *(CC 3-14-96, PPPM 6-4.4)*

Section 13. Voluntary Vacation and Flexible Leave Time Donation

If an employee suffers a personal medical crisis or catastrophic event that requires a prolonged absence from duty that will result in a substantial loss of income to the employee and if the employee has exhausted all available paid leave time, the employee may request assistance from other employees by means of leave time donation. Leave time donation may be in the form of vacation leave, flexible leave or any combination of these two leave types. Sick leave may not be donated.

The value of the donated leave will be paid to the recipient employee at the recipient's normal rate of compensation. The amounts paid to the recipient employee under the conditions of this policy are treated as regular income of the recipient under Internal Revenue Code Section 61. Employee(s) who donate leave do not incur any income or any deductible expense or loss upon the donation of this leave. Any leave accrued by the recipient employee during a pay period will first be applied, supplemented by voluntary leave donations in order for the recipient to receive a regular paycheck. Under no circumstances will the recipient employee be paid for more than their regular number of hours in a pay period.

On a case-by-case basis, the City Manager may allow voluntary donations of vacation and flex leave to an employee who suffers a catastrophic event. The City Manager may seek recommendation from a committee, made up of one member from each of the recognized employee associations and the Human Resources Office, regarding the determination of a catastrophic event. The City Manager's decision shall be final and not subject to appeal. *(PPPM 6-13)*

Section 14. Family School Leave

In accordance with the California Labor Code, a full-time employee may take up to 40 hours per calendar year, not exceeding 8 hours in any calendar month, to participate in their children's school or licensed day care facility activities. The employee shall utilize vacation leave, flexible leave or time off without pay for this purpose. The employee shall

give reasonable notice of the planned absence. The City may require the employee to provide documentation from the school or licensed day care facility as proof that they actually participated in the activities on the specified day at a particular time. (*Res. 5969, IX.10; PPPM 6-2.6*)

Article VIII. **Additional Benefits**

Section 1. Tuition Reimbursement

All full-time employees shall be eligible for tuition advancement or reimbursement of pre-approved education or professional development expenses up to the maximum of \$4,000 per fiscal year. Eligible fees include tuition and textbooks. All other fees are subject to approval by the City. School supplies are not reimbursable. The employee must complete the course(s) listed on the tuition reimbursement agreement with a passing grade of “C” or better or pass/fail. The employee must remain employed with the City after completion of the course for a period of one year, or refund to the City the full amount reimbursed for the course(s). (*Res. #5969, X.3; 1977, 95-96 MOU; PPPM 9-1.2*)

There is no tuition reimbursement for hourly benefited employees except for those requiring certification. (*Res. #5969, X.3; 1977, 95-96 MOU; PPPM 9-1.2*)

Section 2. Uniforms

Uniforms provided are as follows. Any and all parts of the uniforms may be replaced at the discretion of the Department Head.

- Lifeguard Personnel – two shirts, one pair of shorts, one swimming suit for instruction, one swimming suit for lifeguarding. Parkas are available on location for use, but are not required.
- Public Safety Officers – Two short sleeve shirts, one class “A” shirt, two pairs of pants, one class “A” pair of pants, one jacket, one pair of boots, one rain coat, one utility belt with accessories, one Sam Brown belt and one tie.
- Public Works Maintenance, Inspectors, and Storekeeper – six shirts, six pairs of pants or shorts, if desired, one jacket, one pair of boots and one hat. Safety belts for maintenance personnel only.
- Recreation Leaders – Two shirts upon hire, one additional shirt mid-summer and one jacket. Employees may purchase additional uniforms.
- Teachers – Three shirts.
- Bus Drivers – Five shirts, five pairs of pants or shorts and one jacket.
- Heritage Park Rangers – Two dress shirts, two polo shirts, two pairs of pants, one jacket, one pair of boots and one belt.

Uniforms issued by the City are considered as compensation and the value of such is reported to the Public Employees’ Retirement System annually as special compensation. Those items issued as safety equipment, even if worn as part of regular duty, are exempt

from being reported as compensation. These items include steel toe safety shoes/boots, high visibility orange shirts, hard hats and high visibility orange work jackets. (PPPM 2-9.1 and 2-9.2)

Section 3. Employee Personal Computer Purchase Plan

Any (non-probationary) full-time employee or hourly benefited employee with five years of service with the City is eligible to purchase a personal computer or digital camera in conjunction with a computer; peripheral equipment and software through an interest free loan of City funds. Only one computer loan is allowed at a time. Repayment is guaranteed through bi-weekly payroll deductions. The employee agrees that the computer equipment is for their own or their immediate family's use only. The minimum loan amount is \$500 and the maximum loan amount is \$3,000. Full details for this plan may be found under PPPM 7-8.2. (CC action of 1-8-98 and 5-10-01; PPPM 7-8.2)

Section 4. Section 125 Program

The City has implemented an Internal Revenue Section 125 program which allows employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of medical care expenses or dependent care expenses or both. (PPPM 2-6)

Section 5. Employee Assistance Program

The City provides an Employee Assistance Program (EAP) for full-time employees. Employees contact the EAP provider confidentially on an as-needed basis.

Article IX. **Appointments, Promotions, and Temporary Assignments**

Section 1. Original and Promotional Appointments

Original or promotional appointments shall be made by the City Manager from among the candidates on a certified eligibility list who indicate a willingness to accept the position. The individual standing first on any given closed promotional list should generally be appointed by the Department Head. Any other appointment must receive approval by the City Manager. When an employee is promoted, the employee shall be entitled to the step in the new range which provides at least a 5 ½% increase. (PPPM 5-1; PPPM 5-6.2)

Section 2. Appointment – Probationary Status

Full-Time employees are on probation for six months from the date of hire and hourly benefited employees are on probation for one year from date of hire. During the probationary period, employee performance evaluations are required. A probationary employee may be terminated without appeal during the probationary period. The appointment is made to regular status at the end of the probationary period upon the recommendation of the Department Head and the approval of the City Manager. In the event the probationary employee's performance does not qualify for regular status, the City

Manager may grant a one-time extension of the probationary period up to the length of the original probationary period. *(Res. #5969, VII.1 and .2; PPPM 5-9.1)*

Section 3. Temporary Appointments

When vacancies occur that appear to be of a temporary duration but are not emergencies, a temporary appointment may be made. Such appointments will be made primarily in those cases where the incumbent has been temporarily disabled because of an on or off the job injury. When the duration of the incumbent's absence is expected to be of such length that the replacement will be required to assume virtually all responsibilities inherent in the position, a temporary appointment will be made. Temporary appointments must be made from an appropriate eligibility list, if one exists. The appointment will be made on the recommendation of the Department Head with the approval of the City Manager. Temporary appointees are not in the same status as regular employees and only attain such after receiving a regular appointment. (PPPM 5-1; PPPM 5-4.1)

Section 4. Veteran's Preference

Veterans of the Armed Forces of the United States of America will be given preference over other identically qualified applicants on an eligibility list. *(PPPM 4-8 and State Government Code Section 50088)*

Section 5. Eligibility Lists – Certification

The Human Resources Office shall certify lists of candidates who have successfully competed in examinations. The names may be placed on the list in order of their total rating in the examination or may be grouped in a tier based on similar ratings. The list will be certified for a minimum of one year and a maximum of two years. The list may be extended at the discretion of the City Manager. A candidate's name may be removed from the eligibility list for any of the following reasons:

- Appointment to fill a position for which the examination was given
- Evidence that the candidate no longer meets the qualifications of the position
- Removal by the City Manager after rejection of the candidate for a vacant position by the Department Head

Whenever a vacant position is to be filled, the Department Head shall consider the candidates and recommend one from the appropriate list to the City Manager unless the Department Head rejects in writing all candidates. *(PPPM 4-6.1)*

Article X. **Employment Policies**

Section 1. Alcohol and Drugs

It is the policy of the City of Santa Fe Springs that employees shall:

- Not report to work, or be subject to City duty, while under the influence of unlawful drugs, controlled substances or alcohol
- Not possess or ingest alcohol or impairing drugs, including illegal drugs and prescription drugs without prescription, during work hours or while subject to duty, on breaks, during meal periods or at anytime while on City property
- Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or subject to being called to duty
- Not use City property or premises to manufacture, sell or distribute alcohol, unlawful drugs or controlled substances during work and non-work hours
- Notify their supervisors before beginning work when they are taking legally prescribed medication which could foreseeably interfere with the safe and effective performance of their duties or the operation of City equipment

The use of illegal drugs or controlled substances, on or off the job, by City employees will not be tolerated and is grounds for immediate termination. (See Appendix for Alcohol & Drug Abuse Policy revised as of 02-09-06) (*PPPM 7-10*)

Section 2. Computer Usage

The City's Computer Usage policy outlines the use of the City's electronic mail (e-mail) system by all full-time and hourly employees, as well as elected officials, independent contractors, seasonal employees and any vendors with authorized use of the City computer resources. Technology staff will change your password on a regular basis (annually). All City electronic media is to be used for City and employment purposes only and is not to be used for personal non-job related purposes. Electronic media includes all computers, computer equipment, hardware, peripherals, medium (connection lines), cameras, televisions and telecommunications equipment of any kind, whether owned, leased, rented or used by the City. It also includes all documents, records, software, and stored and deleted files relating to City business regardless of form including but not limited to hard copy, computer stored data, disks, hard drives, tapes and any other form in which data may be stored or retained.

Employees have no privacy rights or expectations thereto in any transmission created, received or sent using City property whether the employee is on working time or not. Routine searches or inspection of City property may include computer files, voice mail boxes or similar places where City property or City related information may be placed or stored, regardless of whether such places are locked or protected by access codes or passwords. Because even a routine search might result in discovery of employee personal possessions, employees are encouraged not to bring into the workplace any item of personal property that the employee would not want revealed to the City. (See Appendix for Electronic Media Policy revised as of 02-02-06) (*PPPM 7-8.1*)

Section 3. Harassment, Discrimination and Retaliation

In keeping with the City's strong commitment to providing a work environment that is free of harassment, discrimination and retaliation, the City maintains a strict policy prohibiting harassment, discrimination and retaliation by or against any of its employees, applicants, volunteers, independent contractors, customers, invitees and members of the public. The City prohibits harassment in any form, including verbal, physical or visual harassment.

The City will not tolerate discrimination or harassment based upon race, color, national origin, ancestry, sex, sexual orientation, disability, medical condition, marital status, age or religion. All employees are to be treated with dignity and respect. Employees who believe they have been discriminated against or harassed by a co-worker, vendor, volunteer or member of the public should report the allegation to their Department Head, the City Manager or Human Resources. An investigation of the allegations will be conducted immediately and appropriate disciplinary action will be taken in the event that the allegations are substantiated.

Each employee is personally liable under the Fair Employment and Housing Act (FEHA) for unlawful harassment perpetuated by that employee.

False Claims: An employee who deliberately makes a false claim or charge of unlawful discrimination or harassment will likewise be subject to disciplinary action up to and including termination.

Retaliation: Any retaliation against a person for filing a discrimination or harassment charge or making a discrimination or harassment complaint or a person assisting in a discrimination or harassment investigation is prohibited. An employee found to be retaliating against another employee, volunteer or person in the act of volunteering shall be subject to disciplinary action up to and including termination. (See Appendix for Harassment, Discrimination and Retaliation Policy revised 02-9-06) (*CC Minutes 10-28-97, AB 1856; PPPM 5-13-.5*)

Section 4. Military Leave

In accordance with state and federal laws, the City will grant military leave to all employees. Any employee who is ordered to report for military duty shall, after receiving such an order, promptly provide the City with notice of the order to report along with a written request for military leave and a copy of the order. However, an employee is not required to provide the City with notice if the giving of such notice is precluded by military necessity or, under all of the relevant circumstances, the giving of such notice is otherwise impossible or unreasonable. (See Appendix for Military Leave Policy revised as of 02-09-06) (PPPM 6-9)

Section 5. Workplace Safety/Security

The City is committed to providing a work environment that is safe, secure and free of intimidation, threats and violence. The City maintains this commitment with a policy of "zero tolerance" to acts of violence and by training its employees to recognize and

effectively respond to violent/potential violent behavior in the workplace. All acts of violence or force, either threatened or actual, are prohibited and are met with disciplinary action, up to and including termination and criminal prosecution. (See Appendix for Workplace Safety/Security Policy revised as of 02-16-06) (*PPPM 5-13.2; 7-2; 8-9.1; 8-9.2*)

Section 6. Workplace Safety, Security, Inspection and Access

To ensure a safe work environment, the City reserves the right, based upon reasonable suspicion, to inspect, search and access all property which is brought to or utilized by an employee in the workplace. This property includes, but is not limited to, offices, facilities, vehicles, desks, tool boxes, safes, lockers, files, file cabinets, closets, documents, computer data storage, voice and e-mail, internet use, telephones, electronic data, file and fax transmissions and audio/video tape recordings. The City reserves the right to conduct searches described in this policy without notice or consent of the affected employee or that employee's representative. Searches shall be conducted with the approval of the City Manager or designee, by the employee's supervisor, law enforcement and Human Resources. (*PPPM 8-9.2*)

Section 7. Tuberculosis (TB) Testing

The State and County require those employees in direct contact with children to be tested for tuberculosis once every four years. The provision applies to the following employee groups: (*PPPM 12-1.5*)

1. Library and Cultural Services personnel
2. Public Safety Officers
3. Recreation personnel
4. Family and Human Services personnel

Section 8. Blood-borne Pathogens and Hepatitis B Vaccinations

Employees who can be "reasonably anticipated" to come in contact with contaminants and potentially infectious materials through the performance of their work are subject to this policy. This would include employees in the following job classifications:

1. Bus Drivers
2. Recreation personnel
3. Family and Human Services personnel
4. Public Safety Officers
5. Maintenance Workers
6. Designated Maintenance personnel

These classifications are deemed to be within the group of employees that may have frequent contact with infectious materials. Employees who may have frequent contact are required to receive the Hepatitis B vaccination series. Vaccinations will be available to the

employee within 10 working days of job assignment at no cost to the employee. Employees must sign a declaration form if they choose not to be vaccinated but may later opt to receive the vaccine at no cost. Should booster doses later be recommended, employees will be offered them at no cost to the employee. *(PPPM 12-4)*

Section 9. Additional Employment

Employees must report outside employment to their Department Head prior to the start of employment utilizing the City's "Additional Employment" form. The City Manager or Department Head may prohibit or restrict additional employment if it would bring discredit or embarrassment to the City, reduce the effectiveness of work as an employee of the City, create a conflict or perceived conflict with the employee's duties of the City or create a potential conflict when an employee's outside employment is related to employment matters of another City employee. Reasonable conditions may be attached to the approval of additional employment. Employees are expected to give priority to City work if called for emergency duty or required to work overtime. *(Res. #5969, XIV; PPPM 10-2)*

Section 10. Gambling

Gambling or conducting games of chance is not permitted on City premises or on City time or by utilizing City property for on-line gambling. *(Res. #5969, XI.5, PPPM 5-13.1)*

Section 11. Gifts and Gratuities

City employees are prohibited from receiving personal gifts, including gratuities, from citizens, persons or firms doing business with or being regulated by the City or likely to do business with or be regulated by the City. *(Res. #5969, XI.5), PPPM 5-13-.1)* In addition, City employees will also abide by the restrictions on gifts and honoraria, set forth by the Fair Political Practices Commission.

Section 12. Use of City Vehicles

City vehicles shall be used for official business only and only as authorized. Seat and shoulder belts are to be used at all times. Failure to follow this policy shall result in disciplinary action. Employees must have a valid California driver's license whenever they drive City vehicles or use their own vehicle for City business. *(PPPM 8-6.1 and 8-6.2)*

Section 13. No Smoking in City Vehicles

Smoking is prohibited in City vehicles or while operating City equipment. *(PPPM 8-6.6)*

Section 14. Driver's License

Designated employees required to drive City vehicles in the line of duty will be enrolled in an DMV Employer Pull Notice Program. Enrollment in the Pull Notice Program will enable the City to learn of any citations or changes in the employee's driver's license which may impact their ability to drive as part of their work duties. Driver's License will be

checked once a year for all other employees by the Human Resources Office. If a position requires a Commercial driver's license, the employee is responsible for obtaining the license. If an employee in another classification is requested by the City to obtain a commercial license, the City will reimburse the employee for the cost of the license. Employees driving City vehicles without a valid California Driver's License are subject to serious disciplinary action. If an employee's driver's license status changes in any way, the employee must immediately advise their supervisor and the Human Resources Office. (PPPM 8-6.3a)

Section 15. Use of Personal Vehicles

Employees shall be reimbursed for mileage while driving in personal automobiles on City business at the rate approved by the City Council. This is for employees who use their own cars on official City business and who have a current "Automobile Insurance Affidavit" on file in Human Resources. Employees who drive a personal vehicle while on City business must complete an "Automobile Insurance Affidavit". Each employee must identify whether they carry sufficient liability insurance of at least the following:

- \$50,000 injury per person
- \$100,000 bodily injury each occupant
- \$25,000 property damage each occupant **or**
- \$100,000 combined single limits

Employees who do not carry automobile insurance or do not have sufficient coverage are not permitted to drive their personal vehicles for City business.

City employees are prohibited from working on personal vehicles on City premises and using City equipment and supplies. Said work can only be done if it is approved in advance by the Director of Public Works (or his designee). (PPPM 2-10, 8-6.4 and 8-6.5)

Section 16. Bids for City Jobs

Employees may submit bids for City jobs. A conflict of interest would not exist so long as the employee was not in a position to determine who would be awarded the contract. (PPPM 7-5.1)

Section 17. Political Activities of Employees

No City employee will solicit, either directly or indirectly, political contributions, favors, etc. from other City employees on behalf of any political candidate. No City employee will use their position in the City to benefit any political candidate. No City employee will engage in political activities during working hours or while in uniform at any time. City employees are permitted to exercise their political rights like any other citizen during their off-duty hours when out of uniform. (PPPM 7-7)

Article XI.

Layoff and Reductions in Force

Section 1. Layoff and Reductions in Force

Whenever it becomes necessary for one or more employees to be laid off because of lack of work or financial reasons, all non-regular employees in the affected classification shall be laid off before any regular employees and in the following order: emergency, provisional and temporary. If additional reductions are necessary, regular employees in the affected classifications shall be laid off in reverse order of their seniority. If the person in one of the affected classifications has seniority over someone in a lower classification, the person with seniority may accept a voluntary demotion to a lower classification if the employee is qualified for the classification. This process may continue until the person in the lowest classification with the least seniority is laid off. All employees laid off shall be given written notice of such layoff at least 10 working days prior to the effective date of the layoff. *(PPPM 5-12.1)*

Section 2. Seniority and Bumping Rights

Full-time seniority shall be defined as regular full-time City service within the affected vertically related classifications. Regular service time shall include probationary time in the affected classification if regular status has been acquired. Hourly/part-time hours accumulated in the City do not have consideration in full-time seniority calculations.

“Bumping” into a lower related classification shall occur on the basis of total seniority attained within a series of vertically related classifications. Vertically related classifications carry cumulative seniority downward and not upward. For example, an employee who has five years of seniority as an Administrative Clerk II and five years seniority as an Administrative Clerk I (10 years total) is in a senior position to an Administrative Clerk I who has nine years of seniority in that classification. An Administrative Clerk I with 11 years of seniority in that classification is in a senior position to the Administrative Clerk II cited in the example above. Length of qualifying service, not rank, is the determining factor when calculating seniority.

Seniority calculations shall not include time on unpaid leave, time on inactive service or time during breaks in City service. *(PPPM 5-12.2)*

Section 3. Layoffs – Call-backs

The names of regular and probationary employees laid off shall be placed on a reemployment list for the class of positions involved in the layoff. Persons on the list shall retain eligibility for reappointment for a period of three years from the date the name was first placed on the list. Recall shall be by inverse order, i.e., the most recent person laid off shall be first rehired. Persons reinstated shall return to the same position and step previously held. Persons who are on a reemployment list and have committed an offense while on layoff which would have been cause for termination, will not be reinstated. Any person who is refused reinstatement because of the commission of such an offense may

appeal such action to the City Manager and to the Personnel Advisory Board. (*PPPM 5-12.3*)

Section 4. Lay-off Procedures

The parties agree to discuss during the term of this MOU.

Article XII. **Appeal and Grievance Rights and Procedures**

Section 1. Appeal Process

An employee who has been subject to disciplinary action, excluding written or oral counseling, warnings or reprimand shall be entitled to appeal such action to the City Manager and to the Personnel Advisory Board in accordance with the proper procedures. (*Res. #5969, XI.6; PPPM 11-3*)

Section 2. Grievance Procedure

A grievance is defined as a claim of violation, misinterpretation or misapplication of a specific written City or Department rule or regulation or specific provision of a Memorandum of Understanding. A grievance procedure has been established to provide adequate opportunities for employees to bring forth their concerns relating to any claim of unfair or improper aspect of their employment situation and to seek correction.

The employee concerned shall first make efforts to resolve the grievance with the immediate supervisor. In the event a mutual solution is not reached, the aggrieved employee may submit the complaint in writing. The complaint shall set forth all the facts necessary to understand the issue involved. The grievance shall be signed by the employee and submitted to the immediate supervisor within 10 calendar days of the resolution effort. The Department Head shall make an investigation of the facts and issues. Within 10 calendar days of receipt of the grievance statement, the Department Head shall reply in writing stating the department's views on the issue involved.

If the employee wishes to discuss the grievance further, the employee shall submit a written request for a meeting with the City Manager within 10 working days of the receipt of the Department Head's reply.

The requested meeting will be held by the City Manager at the earliest date possible at which the employee, the Department Head, and any other persons invited by the City Manager, the employee, or the Department Head may be present. The decision made by the City Manager as the result of the findings and conclusions determined at this meeting shall be final. However, in cases which involve alleged violations of the Personnel Resolution or Personnel Rules, the employee may, within 10 calendar days, request that the issue be submitted to the Personnel Advisory Board if the employee does not accept

the decision of the City Manager.

Upon receipt of the request from the employee, the Personnel Advisory Board shall conduct hearing(s) as it deems necessary to determine the pertinent facts related to the alleged violation of Personnel Resolution No. 5969, Personnel Policies and Procedures or personnel rules. The employee(s) and management representative(s) shall have the right to appear before the Board and to have counsel present. If either party appears before the Board, both shall be present. Within 10 calendar days of the conclusion of the Board's hearing(s), it shall certify its findings and submit them to the City Manager for consideration. Any action thereafter taken by the City Manager affirming or modifying his earlier decision shall be final. (*Res. #5969, XII.2; PPPM 11-1, 11-2*)

Article XIII. **Other Legal Clauses**

Section 1. Non-discrimination

The City and the Association agree that they shall not discriminate against any employee because of race, citizenship status, uniformed service member status, religion, color, national origin, ancestry, physical disability, mental disability, medical condition (cancer or genetic characteristics), marital status, sex (including gender and pregnancy), age, sexual orientation (including heterosexuality, homosexuality and bisexuality) or the exercise of rights under the Meyers-Milias-Brown Act. The City and the Association shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU or to be in compliance with federal or state anti-discrimination laws.

Section 2. Severability

Should any provision of this MOU be found to be inoperative, void or invalid by a final decision of a court of competent jurisdiction, all other provisions of the MOU shall remain in full force and effect during the term of this Memorandum of Understanding.

Section 3. Strikes, Work Stoppages and Slowdowns

The City and Association mutually agree that differences shall be resolved without interruption in work. During the terms of this agreement, neither the Association, its officers or agents or any employees will, for any reason, authorize, condone, encourage or engage in a work slowdown or stoppage, strike or other interference with the work and functions or obligations to the City for the benefit of public safety. (*Resolution No. 3005*)

Section 4. Applicability of Memorandum of Understanding

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements in prior Memoranda of Understanding or other understandings, oral or written, express or implied, between the parties. This MOU shall govern the entire relationship of the parties and shall be the sole source between all rights which may be asserted hereunder. This MOU is intended to set forth the full statement of wages, hours and other terms and conditions of employment for employees represented by the Association during the term of this MOU. The City's personnel rules, policies and procedures are included in full in City Personnel Resolution No. 5969 and the City Personnel Policy and Procedures Manual (PPPM) and incorporated into the MOU by reference. If a provision in City Resolution No. 5969 or PPPM contradicts the MOU, the MOU governs. The parties agree that during the term of this MOU they shall not seek to negotiate or bargain concerning wages, hours, or other terms and conditions of employment, regardless of whether covered by this MOU or in the negotiations leading thereto irrespective of whether such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this paragraph, the parties may, by mutual agreement, and in writing, agree to meet and confer by any matter during the term of this MOU.

Should an additional, viable source of City revenue become available during the term of this Agreement, the City agrees to evaluate the possibility of relieving any portion of any concessions provided by the Association in the MOU.

Section 5. Parity

The City agrees to reopen this agreement, if 1) any other bargaining unit receives any benefit(s) greater to that which is contained in this agreements.

Section 6. Ratification and Execution

This MOU shall be effective only upon ratification by the Association and adoption by the City Council. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and the Association.

City of Santa Fe Springs

DocuSigned by:
A. Rodriguez
90B912656BAA4A3...

Annette Rodriguez, Mayor
12/15/2022

Date

Santa Fe Springs Employees Association

DocuSigned by:
Richard C. Brown
3541C870D8F64D7...

Richard C. Brown, President
12/15/2022

Date

PAYROLL SYSTEM
TIME 10:11 AM

CITY OF SANTA FE SPRINGS
SALARY TABLES BY CLASS
AS OF PERIOD ENDING: 07/04/2021

PAGE 1
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CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
13200	MISC	ASSOC CIVIL ENGINEER	A- 1	7385.217	3408.562	42.607	2080.00
			B- 2	7795.316	3597.838	44.973	
			C- 3	8233.974	3800.296	47.504	
			D- 4	8692.052	4011.716	50.146	
			E- 5	9194.682	4243.699	53.046	
13673	MISC	ST & GRNDS MTC SUPT	A- 1	6633.558	3061.642	38.271	2080.00
			B- 2	7004.818	3232.993	40.412	
			C- 3	7385.217	3408.562	42.607	
			D- 4	7806.740	3603.111	45.039	
			E- 5	8233.974	3800.296	47.504	
13680	MISC	ASSOCIATE PLANNER	A- 1	6633.558	3061.642	38.271	2080.00
			B- 2	7004.818	3232.993	40.412	
			C- 3	7385.217	3408.562	42.607	
			D- 4	7806.740	3603.111	45.039	
			E- 5	8233.974	3800.296	47.504	
14000	MISC	SYSTEMS ANALYST	A- 1	6676.016	3081.238	38.515	2080.00
			B- 2	7043.197	3250.706	40.634	
			C- 3	7430.573	3429.495	42.869	
			D- 4	7839.255	3618.118	45.226	
			E- 5	8270.414	3817.114	47.714	
14400	MISC	CIVIL ENGR ASST I	A- 1	6044.112	2789.590	34.870	2080.00
			B- 2	6375.391	2942.488	36.781	
			C- 3	6726.087	3104.348	38.804	
			D- 4	7096.206	3275.172	40.940	
			E- 5	7486.885	3455.485	43.194	
14410	MISC	ASSISTANT PLANNER I	A- 1	6044.112	2789.590	34.870	2080.00
			B- 2	6375.391	2942.488	36.781	
			C- 3	6726.087	3104.348	38.804	
			D- 4	7096.206	3275.172	40.940	
			E- 5	7486.885	3455.485	43.194	
14620	MISC	CIVIL ENGR TECH II	A- 1	5955.009	2748.466	34.356	2080.00
			B- 2	6282.860	2899.782	36.247	
			C- 3	6627.847	3059.006	38.238	
			D- 4	6992.252	3227.193	40.340	
			E- 5	7376.079	3404.344	42.554	
14740	MISC	COMPUTER SPECLST III	A- 1	5859.053	2704.178	33.802	2080.00
			B- 2	6186.904	2855.494	35.694	
			C- 3	6535.317	3016.300	37.704	
			D- 4	6887.157	3178.688	39.734	
			E- 5	7269.840	3355.311	41.941	
14754	MISC	LIBRARIAN II	A- 1	5859.053	2704.178	33.802	2080.00
			B- 2	6186.904	2855.494	35.694	
			C- 3	6535.317	3016.300	37.704	
			D- 4	6887.157	3178.688	39.734	
			E- 5	7269.840	3355.311	41.941	
14910	MISC	CODE ENFORCMT INSP I	A- 1	5632.870	2599.786	32.497	2080.00
			B- 2	5935.588	2739.502	34.244	
			C- 3	6287.430	2901.891	36.274	
14920	MISC	ELECTRICIAN	B- 2	5935.588	2739.502	34.244	2080.00
			C- 3	6287.430	2901.891	36.274	
14975	MISC	P/W INSPECTOR I	C- 3	6287.430	2901.891	36.274	2080.00

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CITY OF SANTA FE SPRINGS
SALARY TABLES BY CLASS
AS OF PERIOD ENDING: 07/04/2021

PAGE 2
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CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
14980	MISC	MECHANIC II	A- 1	5632.870	2599.786	32.497	2080.00
			B- 2	5935.588	2739.502	34.244	
			C- 3	6287.430	2901.891	36.274	
			D- 4	6633.558	3061.642	38.271	
			E- 5	6992.252	3227.193	40.340	
15000	MISC	LIBRARIAN III	A- 1	6297.711	2906.636	36.333	2080.00
15005	MISC	FLEET SEC SUPERVISOR	B- 2	6639.270	3064.278	38.303	
15020	MISC	WATER UTILITY SEC SUPV	C- 3	7002.533	3231.938	40.399	
15021	MISC	ST & GRNDS MTC SUPV	D- 4	7385.217	3408.562	42.607	
15023	MISC	FACILITY SEC SUPV	E- 5	7787.320	3594.148	44.927	
15030	MISC	TRAF SGNL & LGT SUPV					
15040	MISC	COMMUNITY SVCS SUPVR					
15050	MISC	TRANSPORT SVCS SUPV					
15060	MISC	YTH INTRVNTN PRG SUP					
15100	MISC	ASST CIVIL ENGINEER	A- 1	5876.603	2712.278	33.903	2080.00
			B- 2	6199.034	2861.093	35.764	
			C- 3	6540.747	3018.806	37.735	
			D- 4	6900.670	3184.925	39.812	
			E- 5	7279.875	3359.942	41.999	
15510	MISC	PRG COORD-LIB OUTRCH	A- 1	5781.375	2668.327	33.354	2080.00
15520	MISC	PRG COORD-PARK/YOUTH	B- 2	6100.085	2815.424	35.193	
15530	MISC	PROGRAM COORDINATOR	C- 3	6434.792	2969.904	37.124	
			D- 4	6788.917	3133.346	39.167	
			E- 5	7161.319	3305.224	41.315	
15630	MISC	LEAD PSO	A- 1	5349.570	2469.032	30.863	2080.00
			B- 2	5644.293	2605.058	32.563	
			C- 3	5955.009	2748.466	34.356	
			D- 4	6282.860	2899.782	36.247	
			E- 5	6627.847	3059.006	38.238	
15700	MISC	LIBRARIAN I	A- 1	5461.520	2520.702	31.509	2080.00
			B- 2	5761.954	2659.363	33.242	
			C- 3	6078.382	2805.407	35.068	
			D- 4	6413.087	2959.886	36.999	
			E- 5	6764.927	3122.274	39.028	

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CITY OF SANTA FE SPRINGS
SALARY TABLES BY CLASS
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PAGE 3
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CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
15820	MISC	MGMT ANALYST II	A- 1	6085.237	2808.571	35.107	2080.00
			B- 2	6421.083	2963.577	37.045	
			C- 3	6775.208	3127.019	39.088	
			D- 4	7147.611	3298.897	41.236	
			E- 5	7540.576	3480.266	43.503	
15900	MISC	PUB RELATIONS TECH	A- 1	5330.661	2460.305	30.754	2080.00
			B- 2	5623.848	2595.622	32.445	
			C- 3	5933.159	2738.381	34.230	
			D- 4	6259.482	2888.992	36.112	
			E- 5	6603.755	3047.887	38.099	
16010	MISC	WATER WELL OPERATOR	A- 1	5269.607	2432.126	30.402	2080.00
16040	MISC	TRF SIG LGT TECH II	B- 2	5558.618	2565.516	32.069	
			C- 3	5859.053	2704.178	33.802	
			D- 4	6188.046	2856.021	35.700	
			E- 5	6525.036	3011.555	37.644	
16110	MISC	MGMT ANALYST I	A- 1	5148.518	2376.239	29.703	2080.00
			B- 2	5431.819	2506.993	31.337	
			C- 3	5729.969	2644.601	33.058	
			D- 4	6046.397	2790.645	34.883	
			E- 5	6377.676	2943.543	36.794	
16440	MISC	WTR UTILITY LEAD WKR	A- 1	5068.555	2339.333	29.242	2080.00
16445	MISC	STR/GRD LEAD WORKER	B- 2	5347.285	2467.978	30.850	
16450	MISC	HUMN SVC CASE WKR II	C- 3	5642.010	2604.005	32.550	
			D- 4	5951.582	2746.884	34.336	
			E- 5	6279.433	2898.200	36.227	
16620	MISC	PUB WKS DEPT SECTY	A- 1	4765.835	2199.616	27.495	2080.00
			B- 2	5027.431	2320.353	29.004	
			C- 3	5303.877	2447.943	30.599	
			D- 4	5596.315	2582.915	32.286	
			E- 5	5903.604	2724.740	34.059	
17050	MISC	PUB SAF OFFCR/ADMIN	A- 1	4794.393	2212.797	27.660	2080.00
17070	MISC	PUB SAF OFFCR/FIELD	B- 2	5055.989	2333.533	29.169	
17080	MISC	YTH INTRVNTN CSE WKR	C- 3	5329.008	2459.542	30.744	

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CITY OF SANTA FE SPRINGS
SALARY TABLES BY CLASS
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CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
17090	MISC	HUMAN SVCS CS WKR I	A- 1	4794.393	2212.797	27.660	2080.00
			B- 2	5055.989	2333.533	29.169	
			C- 3	5329.008	2459.542	30.744	
			D- 4	5632.870	2599.786	32.497	
			E- 5	5935.588	2739.502	34.244	
17210	MISC	ACCOUNT CLERK III	A- 1	4641.320	2142.148	26.777	2080.00
17240	MISC	BUS DRIVER III	B- 2	4897.205	2260.248	28.253	
17250	MISC	MECHANIC I	C- 3	5165.654	2384.148	29.802	
			D- 4	5453.522	2517.010	31.463	
			E- 5	5747.104	2652.510	33.156	
17500	MISC	TRAF & LIFE TECH I	A- 1	4571.638	2109.987	26.375	2080.00
17510	MISC	FACILITY SPECIALIST	B- 2	4826.380	2227.560	27.845	
17540	MISC	TREE WORKER SPCIALST	C- 3	5090.259	2349.350	29.367	
			D- 4	5370.132	2478.522	30.982	
			E- 5	5650.004	2607.694	32.596	
17800	MISC	WATER UTILITY WORKER	A- 1	4386.578	2024.574	25.307	2080.00
			B- 2	4628.754	2136.348	26.704	
			C- 3	4883.496	2253.921	28.174	
			D- 4	5151.945	2377.821	29.723	
			E- 5	5430.676	2506.466	31.331	
18010	MISC	ACCOUNT CLERK II	A- 1	4163.823	1921.764	24.022	2080.00
18020	MISC	MAINTENANCE WORKER	B- 2	4385.437	2024.048	25.301	
18030	MISC	BUS DRIVER II	C- 3	4635.608	2139.511	26.744	
18085	MISC	BLDG PERMIT CLERK II	D- 4	4886.923	2255.503	28.194	
18097	MISC	PROG ASST/CMO	E- 5	5149.660	2376.766	29.710	
18098	MISC	PROGRAM ASSIST PLAN					
18400	MISC	ENVR PROTEC CLRK II	A- 1	3952.422	1824.195	22.802	2080.00
			B- 2	4169.805	1924.525	24.057	
			C- 3	4399.144	2030.374	25.380	
			D- 4	4641.097	2142.045	26.776	
			E- 5	4896.358	2259.858	28.248	
18510	MISC	COMM SVCS SPECIALIST	A- 1	3918.219	1808.409	22.605	2080.00
			B- 2	4129.554	1905.948	23.824	
			C- 3	4353.451	2009.285	25.116	
			D- 4	4589.915	2118.422	26.480	
			E- 5	4837.803	2232.832	27.910	

PAYROLL SYSTEM
TIME 10:11 AMCITY OF SANTA FE SPRINGS
SALARY TABLES BY CLASS
AS OF PERIOD ENDING: 07/04/2021PAGE 5
DATE 06-23-2021

CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
18810	MISC	ACCOUNT CLERK I	A- 1	3745.727	1728.797	21.610	2080.00
18815	MISC	ADMIN ASSISTANT II	B- 2	3953.633	1824.754	22.809	
18860	MISC	ENVR PROTECT CLERK I	C- 3	4163.823	1921.764	24.022	
			D- 4	4385.437	2024.048	25.301	
			E- 5	4635.608	2139.511	26.744	
19615	MISC	ADMIN ASSISTANT I	A- 1	3366.471	1553.756	19.422	2080.00
19620	MISC	LIBRARY CLERK I	B- 2	3553.815	1640.222	20.503	
			C- 3	3749.154	1730.379	21.630	
			D- 4	3946.779	1821.590	22.770	
			E- 5	4163.823	1921.764	24.022	

**City of Santa Fe Springs
Alcohol and Drug Abuse Policy
(Revised February 9, 2006)**

PURPOSE

The City of Santa Fe Springs is responsible for maintaining a safe, healthy and productive work environment for all employees. Employees are responsible for performing services to the public as safely, effectively and efficiently as possible.

The City recognizes that drug and alcohol abuse hinders an employee's ability to perform duties safely and effectively. The City establishes the following drug and alcohol policy to eliminate the detrimental effects of drugs and alcohol in the workplace, as well as to promote a safe and productive work environment.

The City urges employees who think they may have an alcohol or drug usage problem to voluntarily seek confidential assistance from the Employee Assistance Program. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those whose continued substance abuse, even if enrolled in counseling or rehabilitation programs, results in performance problems, danger to the health and safety of others and themselves, and/or violation of federal or City laws/policies.

POLICY

This policy applies to all employees and all applicants for positions with the City of Santa Fe Springs. This policy applies to alcohol, unlawful drugs and controlled substances, including all substances, drugs or medications, whether legal or illegal, which could impair an employee's ability to effectively and safely perform his/her job functions.

City employees shall: not report to work, or be subject to City duty, while under the influence of unlawful drugs, controlled substances or alcohol; not possess or ingest alcohol or impairing drugs, including illegal drugs and prescription drugs without prescription, during work hours or while subject to duty, on breaks, during meal periods or at anytime while on City property; not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or subject to being called to duty; not use City property or premises to manufacture, sell or distribute alcohol, unlawful drugs, or controlled substances during work and non-work hours; and notify their supervisors before beginning work when they are taking legally prescribed medications which could foreseeably interfere with the safe and effective performance of their duties or the operation of City equipment. The use of illegal drugs or controlled substances, on or off the job, by City employees will not be tolerated and is a ground for immediate termination.

The use of medications prescribed by licensed physicians is not a violation of this policy. Employees who fail to notify their supervisors that they are taking prescribed medications, which could foreseeably interfere with the safe and effective performance of their duties or the operation of City equipment, may be disciplined up to and including termination. In the event there is a question

regarding an employee's ability to safely perform assigned duties while using such prescribed medications, clearance by a licensed physician may be required.

Refusal to submit immediately to a drug and alcohol analysis when requested by City management or law enforcement personnel, or refusal to submit to a search of personal properties if requested by law enforcement personnel, may constitute insubordination and may be grounds for discipline, up to and including termination.

Employees reasonably believed to be under the influence of alcohol, unlawful drugs or controlled substances shall be prevented from engaging in further work and shall be detained for a reasonable time until they can be safely transported from the work site.

REHABILITATION

The City of Santa Fe Springs is committed to providing reasonable accommodation to employees with an alcohol, drug or substance abuse problem. Accordingly, the City has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or substance abuse. Participation in the EAP is confidential. Employees should contact their supervisor, Department Head, or the Human Resources Office for additional information.

GROUND FOR DRUG TESTING

The City requires drug testing under the following circumstances: pre-employment physicals, promotional physicals, and "for cause" with reasonable suspicion.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of unlawful drugs, controlled substance or alcohol which impairs the employee's ability to perform his/her job functions or ability to perform his/her job safely. The following, alone or in combination, may constitute reasonable suspicion depending on the circumstances:

- Involvement in a workplace accident where it appears the employee's conduct is at fault;
- Physical altercation;
- Verbal altercation;
- Unusual behavior;
- Possession of alcohol or drugs;
- Physical impairment such as slurred speech, unsteady gait, inability to walk a straight line, shaking, erratic movement or glazed, dilated pupils;
- Apparent disorientation or confusion without apparent reason;
- Alcohol odor on breath;
- Information obtained from a reliable person with personal knowledge;

- Unsafe work behavior that endangers the employee, fellow employees, or the public, such as reckless handling of equipment or City vehicles.

Managers and supervisors will, when possible, get approval from the Human Resources Office prior to ordering an employee to submit to a drug/ controlled substance and/or alcohol analysis. Where there is a reasonable suspicion that the employee is then under the influence of alcohol, controlled substance or drugs, the manager or supervisor should arrange for the employee to be safely transported home.

An employee who refuses to submit to a drug/controlled substance or alcohol analysis upon request shall be reminded by the supervisor of the requirements and consequences of this policy.

Managers and supervisors shall not physically search an employee, or search his/her personal possessions, without the subject employee's voluntary written consent. An authorized search of the subject employee's personal property must be performed in the employee's presence.

ALCOHOL AND DRUG ANALYSIS

The drug/controlled substance and alcohol analysis may test for any substance which could impair an employee's ability to perform the functions of his/her job effectively and safely, including but not limited to prescription medication, opiates and its derivations (e.g., heroin, codeine, and morphine), cocaine, phencyclidine (PCP), marijuana, benzodiazepines (e.g., Valium and Librium), barbiturates, alcohol, and amphetamines/methamphetamines.

DRUG RESULTS

1. Pre-Employment Physical

A positive result from a drug, controlled substance and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs, controlled substances and/or alcohol could affect requisite job standards, duties or responsibilities.

If a drug screen is positive, the job applicant must provide, within 24 hours of the City's request, a bona fide verification of a valid current prescription for the drug(s) identified in the drug screen. The medical prescription must be in the tested applicant's name. The applicant may not be hired if: (a) the prescription is not in the applicant's name, (b) the applicant does not provide acceptable verification, or (c) the drug is one that is likely to impair the applicant's ability to perform the job duties.

2. During Employment Physical or Drug, Controlled Substance or Alcohol Tests

A positive drug, controlled substance and/or alcohol analysis may result in discipline, up to and including termination.

If a drug screen is positive, the employee must provide, within 24 hours of the City's request, a bona fide verification of a valid current prescription for the drug(s) identified in the drug

screen. The medical prescription must be in the employee's name. The employee may be subject to discipline, up to and including termination if: (a) the prescription is not in the employee's name, (b) the employee does not provide acceptable verification, or (c) the employee had not previously notified his/her supervisor of the prescription drug.

ACTIONS AFTER TESTING

If an alcohol or drug analysis is positive, the City shall conduct an investigation to gather all related facts. The decision to discipline shall be carried out in conformance with City personnel rules and regulations.

CONFIDENTIALITY

Laboratory reports and results will be placed in a separate confidential medical folder that will be securely maintained by the Human Resources Office.

The test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request.

Disclosure of test reports or results without the tested employee's consent may occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the City and the employee; (3) the information is to be used in administering an employee benefit plan; or (4) the information is needed by medical personnel for the diagnosis or treatment of the tested employee who is unable to authorize such disclosure.

City of Santa Fe Springs
Electronic Media
(Revised February 9, 2006)

POLICY:

Definition of Electronic Mail (e-mail):

E-mail is defined as the electronic mail system used by employees to communicate information that would otherwise be in the form of a conversation, telephone conversation, or, written documentation. The City's e-mail system exists solely for the purpose of conducting City business, and is not intended for personal use. However the incidental use of electronic mail that may contain non- City related matters is permitted. This incidental use should be limited, and must not interfere with employee productivity.

Records Management:

Those E-mail messages which are intended to be retained in the ordinary course of City business and recognized as official records by the California Public Records Act, should be stored in an electronic file folder outside the e-mail system (such as your personal hard drive and/or network system drive) or printed and the hard copy filed in the appropriate subject file. Such e-mail messages will be subject to the City's Record Retention Schedule and may become public records unless exempt from disclosure under other applicable provisions of the Public Records Act (example: personnel files, attorney-client communications, etc.) In addition, e-mail items are also subject to the Brown Act, therefore all e-mail discussions between elected officials must follow the Brown Act guidelines.

E-mail messages that are deleted by the user will be electronically deleted by Technology Services from all computer devices and systems on the 45th day after receipt.

Privacy:

The following privacy guidelines are established to ensure the protection of the City of Santa Fe Springs in accordance with all Federal and/or State regulations. Confidentiality is not provided for on the e-mail system. Accordingly, employees should have **no expectations** of privacy in their e-mail messages (or any other data files residing on City owned hardware), whether sent or received.

While e-mail messages and other data files will not be routinely monitored, the City reserves the right for authorized staff to access and review all e-mail messages and data files on the City's information systems at any time. Reasons for doing so include but not limited to:

- Retrieving lost data.
- Recovering from system failures or monitoring system performance.
- Complying with lawful requests for information.
- Ensuring that City information systems are being used in accordance with this policy.

Employees of the City of Santa Fe Springs, who are approved for access to any of the city's computer systems, or have access to any of the city personal computers are bound by the policies and procedures stated herein. By accepting access and signing on to the system, you agree to abide by these policies.

Access Limitations:

While the City reserves the right to access and review all data on its information systems, no employee, including Director of Technology Services, Technology Services Staff, or independent contractor is allowed to access e-mail or other data files for other than business purposes.

Prohibited Use of Electronic Mail:

E-mail messages may not be used in any manner that violates City rules, policies and procedures. E-mail shall not be used for any illegal, offensive or harassing purposes. Inappropriate, illegal or offensive use of the E-mail system can result in disciplinary action up to and including termination.

Prohibited use of the E-mail system includes and is not limited to, the following activities:

- Transmittal of anything in violation of any federal, state or local law, ordinance or regulation.
- Misrepresentation, under any circumstances, of an employee's true identity
- Compromise the integrity of the City and its business operations in any way.
- Break the law by sending chain letters or copies of documents in violation of copyright laws, or by committing any other illegal acts.
- Contain offensive, abusive, threatening or obscene language or graphics.
- Violate the City's affirmative action or sexual harassment policies by including content that is sexually explicit or could be construed as discriminatory based on race, national origin, sex, sexual orientation, age, disability, or religious or political beliefs.
- Transmittal of a security code or password
- Distribution of chain letters and spam
- Advertise or promote commercial ventures, religious beliefs or political causes.
- Result in private gain or advantage for the employee (such as conducting business related to economic interests outside of City employment); or violate the City's ethics policy.
- Downloading of entertainment software or games, including participation in Internet gaming.

Receipt of Inappropriate Electronic-Mail:

If you receive an inappropriate email message under these guidelines, please contact your department head or the Director of Finance and Administrative Services or the City Manager.

Email Guidelines:

Employees who are granted E-Mail access are required to abide by the following guidelines.

Employees are to:

1. Remember that they are representing the City through their communications both internally and externally, and it is critical that they maintain a positive image for both themselves and the City.
2. As a good business practice, E-Mail is to be checked at least once each work day and messages responded to promptly.
3. Capitalized words should only be used to emphasize an important point. Capitalizing whole words are generally considered shouting.
4. Be professional and careful of what is said about others. E-mail is easily forwarded and blind copied.
5. Be cautious when using sarcasm and humor, without face to face communication, humor may be viewed as criticism or harassment.
6. The maximum mailbox limit you have is 200 megabytes. You can check the size of your mailbox by clicking tools on the menu bar and select the mailbox cleanup item.
7. You are limited to a maximum of 10 megabytes when sending an email internally or externally.
8. You are limited to a maximum of 10 megabytes when receiving an email internally or externally.
9. When sending out an email, please limit the use of fancy graphics or backgrounds or animated icons/graphics. They are not necessary and take up unwanted disc space and bandwidth. Remember, not all employees are connected to the network via high bandwidth connection.
10. When sending out an e-mail with a file attachment, take care of the size of document. Not all employees are connected to the network via high bandwidth connection. A simple email with a 1 megabyte file attachment can take up to 30 minutes to open up depending on the bandwidth.
11. Tag each email with your name, title, email address, and your telephone number.
12. Do not send a message that you would not want published. It is common for an innocent note to be misconstrued, causing embarrassment or liability to the user or to the City.
13. Work out problems face-to-face, not on E-mail.

14. Protect your password, and always log off when not using the system.
15. Technology staff will change your password on a regular basis (annually).

**City of Santa Fe Springs
Harassment, Discrimination and Retaliation Policy
(Revised February 9, 2006)**

POLICY:

Because it is unlawful to engage in workplace harassment, discrimination and retaliation, the City has a strong commitment to provide a work environment that is free of harassment, discrimination and retaliation. The City has zero tolerance for these unlawful acts by or against any of its employees, applicants, volunteers, independent contractors, customers, invitees and members of the public.

The City prohibits harassment and discrimination based on an individual's race, citizenship status, uniformed service member status, religion, color, national origin, ancestry, physical disability, mental disability, medical condition (cancer or genetic characteristics), marital status, sex (including gender and pregnancy), age or sexual orientation (including heterosexuality, homosexuality and bisexuality). The City also prohibits harassment in any form, including verbal, physical or visual harassment.

In addition, the City prohibits retaliation against an individual for filing a complaint or participating in the complaint investigation and resolution process.

POLICY COVERAGE:

This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation and training.

This policy prohibits employer officials, officers, employees, volunteers or contractors from harassing, discriminating and retaliating against applicants, officials, officers, employees, volunteers, contractors, vendors, invitees and members of the public because: (1) of an individual's protected classification, (2) of the perception that an individual has a protected classification, or (3) the individual associates with a person who has or is perceived to have a protected classification.

Individuals found to have violated this policy are subject to disciplinary action up to and including termination.

DEFINITIONS

1. Protected classifications: race, citizenship status, uniformed service member status, religion, color, national origin, ancestry, physical disability, mental disability, medical condition (cancer or genetic characteristics), marital status, sex (including gender and pregnancy), age or sexual orientation (including heterosexuality, homosexuality and bisexuality).
2. Harassment may include conduct taken by those who are not employees, such as elected officials, appointed officials, persons providing services under contracts or even members of the public. Prohibited harassment includes but is not limited to the following types of behavior that is taken because of a person's protected classification:

- a. Speech, e.g., epithets, derogatory comments or slurs and propositioning on any of the above enumerated bases.
 - b. Physical acts, e.g., leering, making sexual gestures, offensive touching or assault, impeding or blocking movement, or any physical interference with normal work or movement, when directed at an individual on any of the above enumerated bases.
 - c. Visual insults of harassment, e.g., derogatory posters, cartoons, or drawings on any of the above enumerated bases.
 - d. Sexual favors, e.g., unwanted sexual advances, requests for sexual favors and/or other conduct of a sexual nature which occurs under the following circumstances:
 - i. Submission to such conduct is explicitly or implicitly made a term or condition of employment/volunteering; or
 - ii. Submission to or rejection of such conduct is used as the basis for employment decisions affecting the employee, applicant or volunteer status; or
 - iii. Such conduct has the purpose or effect of substantially interfering with the individual's performance and/or creating an intimidating, hostile or offensive working/volunteer environment.
 - e. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.
 - f. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.
 - g. Simply because no one has complained about a joke, gesture, picture, physical contact or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated to a point. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.
 - h. Even visual, verbal and/or physical conduct between two individuals who appear to welcome it can constitute harassment of a third individual, i.e., applicant, officer, official, employee, volunteer, contractor, vendor, invitee or member of the public who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.
3. Discrimination is treating individuals differently because of the individual's protected classification as defined in this policy.
 4. Retaliation is adverse conduct which is taken because an applicant, employee, volunteer,

contractor, invitee or member of the public has reported harassment or discrimination, or has participated in the complaint and investigation process.

- a. Adverse conduct includes: taking sides because an individual has reported harassment or discrimination, spreading rumors about a complainant, shunning and avoiding an individual who reports harassment or discrimination, real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.
- b. The following individuals are protected from retaliation: those who make good faith reports of harassment or discrimination, those who associate with an individual who is involved in reporting harassment or discrimination, and those who participate in the complaint or investigation process.

COMPLAINT PROCEDURE

1. An applicant, employee, volunteer or independent contractor who believes that he/she has been harassed, discriminated against or retaliated against should immediately submit a written and/or verbal complaint to the City regarding the facts of the incident(s) and the name(s) of the individual(s) involved. There is no need to follow the chain of command:
 - a) Immediate supervisor;
 - b) Any supervisor or manager within or outside of the department;
 - c) Department Head; or
 - d) Human Resources Manager.
2. If the complaint is against a Department Head, the complainant submits his/her complaint directly to the City Manager.
 3. A supervisor or department head who receives a complaint, or otherwise becomes aware of a violation of this policy, must immediately notify the Human Resources Manager about the complaint and/or policy violation. Failure to do so may result in disciplinary action, up to and including termination.
4. Upon receiving notice of a complaint alleging harassment/discrimination/retaliation, the Human Resources Manager, or another individual designated by the City Manager, shall:
 - a) Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will include interviews with: i) the complainant; ii) the accused harasser; and iii) other persons who have relevant knowledge concerning the complaint.
 - b) Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment, discrimination or retaliation giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.

- c) Report a summary of the determination as to whether harassment occurred to appropriate persons, including the complainant, the alleged harasser, the supervisor, and the department head. If discipline is imposed, the level of discipline will not be communicated to the complainant.
5. If conduct in violation of this Policy occurred, the Human Resources Manager or another individual designated by the City Manager, shall:
- a) Take and/or recommend to the appointing authority prompt and effective remedial action where the action is commensurate with the severity of the offense;
 - b) Take reasonable steps to protect the complainant from further harassment, discrimination or retaliation; and
 - c) Take reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.
6. If the complaint is against a patron of City services, the City will take reasonable steps within its power to investigate and remediate the problem.

INVESTIGATION

City employees, volunteers, contractors, officers and officials who are interviewed during the course of an investigation of any harassment/discrimination/retaliation complaint are prohibited from discussing the substance of their interviews, except as otherwise directed by a supervisor or the Human Resources Manager. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.

The City of Santa Fe Springs will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings or to comply with the law or a court order.

CONFIDENTIALITY

Confidentiality will be maintained to the extent possible. However, complete confidentiality is not possible because the City must fully investigate and has the duty to take effective remedial action.

CITY OF SANTA FE SPRINGS
INJURY AND ILLNESS PREVENTION PROGRAM
POLICY STATEMENT

It is the policy of the City of Santa Fe Springs to provide safe and healthful working conditions for all employees. Safety and health considerations must be a part of every operation. It is every employee's responsibility at all levels.

It is the intent of the city to comply with all laws. To do this, we must constantly be aware of conditions in all work areas that can produce injuries. No employee is required to work at a job he/she knows is not safe or healthful. The detection of hazards by City employees and, in turn, controlling them, is a condition of employment. Supervisors must be informed immediately of any situation beyond the employee's ability or authority to correct.

The personal safety and health of each City employee is of primary importance. Prevention of occupational injuries and illnesses is of such consequence that it will be given precedence over operating productivity, whenever necessary. To the greatest degree possible, management will provide all mechanical and physical safeguards necessary for personal safety and health, in keeping with the highest standards.

Management will maintain a safety and health program conforming to the best practices of municipalities. To be successful, such a program must embody proper attitudes toward injury and illness prevention on the part of supervisors and employees. It also requires cooperation in all safety and health matters not only between supervisor and employee, but also between each employee and his/her co-workers. Only through such a cooperative effort can safety program in the best interest of all be established and preserved.

The City's objective is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum.

The safety and health program will include:

- Providing mechanical and physical safeguards to the maximum extent possible.
- Conducting safety and health inspections to find, eliminate or control safety and health hazards as well as unsafe working conditions and practices, and to comply fully with the safety and health standards for every job.
- Training all employees in good safety and health practices.
- Providing necessary personal protective equipment, and instructions for use and care.

- Developing and enforcing safety and health rules, and requiring that employees cooperate with these rules as a condition of employment.
- Investigating, promptly and thoroughly, every accident to find out what cause it and correcting the problem so it won't happen again.

The City recognizes that the responsibilities for safety and health are shared:

- The employer accepts responsibility for leadership of the safety and health program, for its effectiveness and improvement, and for providing the safeguards required to ensure safe conditions.
- Supervisors are responsible for ensuring that employees are trained in, and follow safe work practices, and that all operations are performed with the utmost regard for the health and safety of all personnel.
- Employees are responsible for complying with all rules and regulations and for using safe work practices while performing their duties. Employees also have the responsibility of informing their supervisor of hazards and are encourage to make recommendations for increasing workplace safety.

City of Santa Fe Springs
Military Leave
(Revised February 9, 2006)

POLICY:

Military leave will be granted to all employees in accordance with state and federal laws. Any employee who is ordered to report for military duty shall, after receiving such an order, promptly provide the City with notice of the order to report along with a written request for military leave and a copy of the order. However, an employee is not required to provide the City with notice if the giving of such notice is precluded by military necessity or, under all of the relevant circumstances, the giving of such notice is otherwise impossible or unreasonable. The request for military leave shall state the date when the leave of absence begins and the anticipated date of return.

WAGES AND BENEFITS:

- A. An employee who is on temporary military leave, and who has been in City service for at least one year, is entitled to receive his/her full compensation for the first 30 calendar days of such leave provided that the period of ordered duty does not exceed 180 calendar days. Such compensation shall not exceed 30 days in any one fiscal year. In determining the one year of City service, all service of said employee in a recognized military service shall be counted as City service. The City is not legally responsible for compensation for inactive duty training; therefore, an employee on temporary military leave for inactive duty training is not eligible to receive compensation.
- B. An employee's benefits, vacation, sick leave, holiday privileges, seniority, etc., will continue to accrue while on temporary military leave in the same manner as if the employee were working for the City during that time. However, an uncompleted probationary period, if any, must be completed upon reinstatement as provided by law or City rules and regulations.
- C. An employee who has been ordered to military duty and is on military leave, other than temporary military leave, and who has at least one year service with the City before the date that his/her military leave begins, shall be provided with full compensation for the first 30 calendar days of military leave in any one fiscal year. However, an employee who is ordered to active duty as a member of the National Guard shall receive his/her full compensation for the first 30 calendar days of military leave, regardless of the length of his/her service with the City.
- D. An employee on military leave for the purpose of active duty, except as a member of the National Guard, shall not accrue sick leave or vacation while on such leave. An employee who is ordered to active military duty as a member of the National Guard shall accrue vacation and holiday privileges during his/her military leave, but not sick leave, as if he/she had not taken military leave.
- E. An employee returning from military leave is entitled to non-seniority based rights and benefits, as are generally provided by the City to employees having similar seniority, status and pay who are on furlough or non-military leave of absence under a contract, agreement, policy, practice, or plan in effect at the time of his/her military service or established while the employee performs military service.

RE-EMPLOYMENT:

- A. An employee on military leave is entitled to be reinstated to his/her previous position (or a position of similar seniority, status and pay) with the City upon termination of his/her military duty. If no position exists, then the returning employee shall have the same rights that he/she would have had if he/she occupied the position when it ceased to exist and he/she had not taken any military leave of absence.

- B. The returning veteran shall provide his/her Department Head with oral or written notification of his/her request for reinstatement. The returning employee must also submit proof that he/she received a discharge from military service that was not dishonorable. A dishonorable discharge from military service would require review by the City Manager.
 - 1. Employees returning from active military duty must seek reinstatement with the City within six (6) months after returning from active military duty.
 - 2. If an employee is hospitalized, convalescing or recovering from an illness or injury incurred or aggravated during the active duty, the employee must report at the end of the period needed for recovery up to two years, unless the ability to report within the two year period is made impossible or unreasonable due to circumstances beyond the employee's control.
 - 3. The right to reemployment does not extend to an employee who fails to return to his/her job position within twelve (12) months after the first date that he/she could terminate his/her active military service.

- C. The City may refuse to reemploy a returning service member for the following reasons:
 - 1. The City's circumstances have changed so much as to make the reemployment impossible or unreasonable.
 - 2. The reemployment would cause undue hardship on the City.
 - 3. The employment from which the person left was for a brief, non-recurrent period and there is no reasonable expectation that the job would continue indefinitely or for any significant period.

**City of Santa Fe Springs
Workplace Violence/Security
(Revised February 16, 2006)**

PURPOSE

To establish a safe working environment through prevention, control, response and evaluation of violence in the workplace; to educate and train City personnel on how to properly respond to potential and actual violations of the City of Santa Fe Springs' Violence in the Work Place Policy.

POLICY

The City is committed to providing a work environment that is safe, secure and free of intimidation, threats and violence. The City intends to maintain this commitment with a policy of "**zero tolerance**" to acts of violence, and by training its employees to recognize and effectively respond to violent/potential violent behavior in the workplace.

All acts of violence or force, either threatened or actual, are prohibited and shall be met with disciplinary action, up to and including termination and criminal prosecution. These include acts directed toward elected officials, employees, volunteers, contractors, or the public, either on public or private property. The City further prohibits the presence, possession, exhibition or the carrying of firearms, knives, crossbows, explosives, hazardous materials, or other weapons which are prohibited by law, whether concealed or not, at or in the workplace. (This policy is not intended to prevent authorized officers or agents whose jobs require the carrying and use of weapons from doing so as authorized under State law.) Exception: Fire Safety personnel, Public Works Maintenance and Inspectors, and Home Repair Crew may utilize knives that meet the following requirements:

1. The blade must fold. No fixed blade is permitted.
2. The maximum blade length in the open position is 4". The maximum blade width is 1".
3. The blade shall have only one edge designed for cutting (no two-edged blades).
4. The cutting edge may have no more than 1 ½" of serrations. The serrations must be at the proximal end of the blade (near the handle) and must be continuous.
5. The knife may not be carried in a concealed location. It must be carried in its casing (folded).
6. Carrying of more than one knife is prohibited.
7. The knife must be commercially available.
8. The knife is to be used as a tool. Use of the knife as a weapon is prohibited.

The City offers an Employee Assistance Program (EAP) for all City employees to receive support in handling any difficulties that may arise. When such difficulties become known, departments should inform affected employees of the services provided by the EAP.

I. **SYMPTOMS OF POTENTIAL VIOLENT BEHAVIOR:**

- Increased use of alcohol and/or illegal drugs.
- Unexpected increase in absenteeism.
- Noticeable decrease in attention to appearance and hygiene.
- Explosive outburst of anger or rage without provocation.
- Depression/withdrawal.
- Suicidal: comments about "putting things in order" and the impact on others in case of his/her permanent departure.
- Comments approving publicly reported incidents of workplace violence, "I wish I could do that (bland) too".

- Frequent, vague physical complaints.
- Noticeably unstable emotional responses.
- Behavior which suggests paranoia such as "everybody is against me".
- Talking about previous incidents of violence (may include child/spouse abuse and barroom-type fighting).
- Increased mood swings.
- Inappropriate comments to co-workers and supervisors about other employees or situations.
- Resistance and overreaction to changes in procedures and policies.
- Repeated violations of company policies.
- Increase of unsolicited comments about firearms and other dangerous weapons, violent crimes, and empathy with individuals committing violence.
- Escalation of domestic problems.
- Loner, effective socially.

II. DEFINITIONS:

- A. Weapon - any item, tool or object which can be used as a dangerous weapon, including those which are defined as such by law.
- B. Workplace Violence - violence in which an individual inflicts, or threatens to inflict, on others at the place of work, damage to property, serious harm or injury to a person, or death.
- C. Violence - any acts or attempt to frighten, intimidate, injure, damage or destroy another person or property, e.g., gestures, innuendos, intimidation, physical force, retaliation, self-prediction of loss of control, stalking, strong negative feeling/emotion or written/verbal threats.
- D. Threat - a direct or implied oral or written statement expressing intent to inflict physical harm and/or actions that a reasonable person would perceive as a threat to physical safety or property. The following are some examples, but not an inclusive list, of behaviors that may be considered threats:
1. Striking, punching, slapping or assaulting another person
 2. Fighting or challenging another person to fight
 3. Actions or works tending to provoke reaction
 4. Grabbing, pinching or touching another person in any m1invited/unwanted way
 5. Engaging in dangerous, threatening or uninvited horseplay
 6. Possession, use, or threat of use, of a gun, knife or other weapons of any kind on City property, including parking lots, other exterior premises, vehicles, or while engaged in activities for the City in other locations. (This policy is not intended to prevent authorized officers or agents whose jobs require the carrying and use of weapons from doing so as authorized under State Law.)
- E. Harassing Conduct - a direct or implied oral or written expression of intent to cause emotional and/or physical harm. The following are some examples, but not an inclusive list, of behaviors that may be considered harassing conduct:
1. Teasing and practical jokes that cause anger or humiliation
 2. Intimidation, bullying
 3. Angry outbursts
 4. Verbal abuse, name calling, biting sarcasm, or obscene language
 5. Threats (verbal, written or gestured)
 6. Harassment (general or sexual)
 7. Throwing or breaking objects
 8. Romantic obsessions and stalking

- F. Self-expression - all individuals have the right to self-expression; however, the City has a "zero tolerance" policy toward all expressions of violence or potential violence. Because intent may not always be discerned by co-workers, no employee of the City shall joke about physical acts of violence.
- G. Threat Management Team - an organized group of individuals/positions whose responsibility it is to manage and mitigate workplace violence issues. The team is comprised of the following: City Manager, Director of Finance and Administrative Services, Human Resources Manager, Director of Police Services, Director of Community Intervention Services, Assistant Director of Police Services, and alternate support personnel.
- H. Police Services Crisis Incident Team - an organized group of sworn and non-sworn City and contract law enforcement personnel whose responsibility it is to respond to community violence issues. The team is comprised of the following positions: Director of Police Services, Director of Community Intervention Services, Assistant Director of Police Services, and a dedicated Whittier Police Sergeant.

III. LEVELS OF VIOLENCE:

A. Level I

1. Spreads malicious rumors or gossip to harm others
2. Is constantly swearing at others
3. Refuses to obey City policies and procedures or to cooperate with their supervisor
4. Consistently argues with co-workers
5. Makes unwanted sexual comments or overtures
6. Is belligerent toward other employees, customers or clients

B. Level II

1. Expresses threats of suicide
2. Argues increasingly with customers, vendors, co-workers, and management
3. Expresses intent to sabotage equipment and/or steal property
4. Expresses intent to hurt co-worker and/or management
5. Sends sexual or violent notes to co-worker and/or management
6. Engages in physical touching of a sexual nature
7. Engages in stalking
8. Participates in a physical altercation
9. Expresses threat
10. Displays firearms, knife, explosive or weapon

C. Level III

1. Recurrent suicidal or homicidal threats
2. Recurrent physical altercations
3. Destruction or improper use of property
4. Sabotage of equipment or theft of property
5. Use of weapons or other objects that cause harm
6. Acts of murder, rape, or other violent acts

IV. RESPONSIBILITIES:

A. Levels I and II

1. Supervisors and Managers - it is the responsibility of all managers and supervisors to ensure that a safe workplace exists. In the event of a direct or implied threat, or an act of violence, the immediate supervisor or responsible person shall:
 - a. Immediately inform the employee who was threatened, that threats or acts of violence will not be tolerated, and that an investigation will take place.
 - b. Immediately inform the accused employee that threats or acts of violence will not be tolerated and disciplinary action may follow. The employee should be strongly encouraged to access the services of the EAP.
 - c. Avoid escalating the situation by making counter threats or humiliating the employee who is allegedly threatening violence.
 - d. Evaluate the need to remove the employee who allegedly made the threat or committed the act of violence from the workplace.
 - e. If the accused employee makes a threat and presents a danger by their presence on the job, the employee shall be required to leave the workplace immediately. (The Human Resources Office shall subsequently determine the pay status of the employee.)
 - f. Take reasonable steps to prevent escalation of threats or acts of violence.
 - g. Conduct a full investigation of the facts by gathering information from individuals who were at the scene where the alleged threat or act was committed. (IV.A.3)
 - h. Supervisors and management will immediately take measures, appropriate for the situation, to prevent harm to persons or property.
 - i. When appropriate, the local law enforcement agency will be called for assistance. (IV.B.3)
 - j. Supervisors or Department Heads will immediately contact the Human Resources Office for assistance or appropriate action to take before the employee can return to work or to seek guidance for the conduct of the investigation.

2. Employees - every employee is responsible for compliance with this policy, and to report any and all acts or threats of violence immediately to department management without fear of reprisal. The report of an act or threat of violence should include at a minimum the information listed in "Investigations, Section C" described below. In addition, employees will adhere to the following:
 - a. All threats need to be reported and taken seriously. Employees who become aware of an allegation that a threat may have been made will promptly notify department management of the details of the alleged threat.
 - b. In the event an employee obtains a restraining order against another person, the employee is required to report this information and provide written documentation to department management and Police Services to ensure a safe workplace. A description of the individual (photograph if available) whom the restraining order is filed against should also be provided to department management and Police Services. Under certain circumstances, the City can offer

assistance in obtaining a restraining order against persons who are harassing, threatening or stalking employees.

- c. Get copies of restraining orders if the individual appears at City facility and allow employees to be informed of the provisions of the restraining order such as distance limitations.
 - d. If an individual, who has allegedly made a threat, unexpectedly arrives at the workplace, the employee making the observation shall notify their supervisor who will then advise the Department Head and call for law enforcement assistance, if needed.
3. Investigations - all reported acts of threats of violence will be investigated by the Whittier Police Department, Police Services Department, with the assistance of the Human Resources Office.
- a. Prior to beginning any investigation, the investigating officers must become aware of the employee's rights in such circumstances. This shall be done prior to the interviewing of any witnesses or accused employee.
 - b. Through regular fact-finding procedures, document what was said and what was heard when the alleged threat was made:
 - (1) Who committed the act of violence and the names of any victims or witnesses?
 - (2) What was said or done (be as accurate as possible)?
 - (3) When did the incident occur?
 - (4) Where did the incident take place?
 - (5) Why was the act committed?
 - c. Collect written statements from everyone involved. Take pictures of personal injuries and/or property damaged.
 - d. The Human Resources Office shall maintain files and records relating to workplace violence.

B. Level III

1. Supervisors and managers:

- a. Call 911 and request assistance
- b. Assist the responding agencies as directed by containing the area and providing necessary information
- c. Notify the Department Head and the Human Resources Office of the incident and action taken
- d. Document all pertinent information and assist the Human Resources Office and Threat Management Team with the administrative investigation

2. Human Resources Office:

- a. Dispatch a representative to the incident location to work with the responding law enforcement, fire agencies and Police Services' Crisis Incident Team.
- b. Activate the Threat Management Team and the Police Services Department's Crisis Incident Team.
- c. Work with responding agencies/departments to obtain all necessary facts and evaluate the situation for the best course of action, e.g., the closure of City facilities or services for a period of time, sending employees home, and/or immediate disciplinary action.
- d. Assist traumatized or affected employees as needed by coordinating immediate non-emergency transportation, trauma assistance, contacting Police

Services' Crisis Incident Team, family members or next-of-kin, if needed.

- e. Ensure that appropriate safety procedures are followed for risk management purposes.
- f. Keep appropriate management personnel and City Attorney, if necessary, apprised of the situation at hand.
- g. At the end of the incident, coordinate the administrative investigation with the appropriate departments, Threat Management Team, and support personnel.
- h. Assess the need for and coordinate follow-up crisis counseling and employee assistance with the Threat Management Team and Police Services' Crisis Incident Team.

3. Department of Police Services:

- a. Take action to mitigate any immediate danger
- b. Assess the need for police intervention in a non-emergency situation
- c. When applicable, complete a police report
- d. Advise the victim of the option to obtain a civil restraining order against the identified suspect(s)
- e. Facilitate appropriate searches for dangerous weapons on City property or pursuant to a criminal or administrative investigation
- f. Advise all parties that the criminal investigative interviews take precedence over administrative interviews of the involved parties
- g. Provide or obtain professional counseling for victim(s)
- h. Advise and dispatch Crisis Incident Team

4. Fire Department:

- a. Provide immediate medical treatment, if needed
- b. Coordinate additional fire/medical responses. *All direction of fire/police/ medical will be through their respective chains of command. Firefighters and emergency personnel shall not enter an unsecured location to address first aid and other property/life threatening conditions until they are advised that it is safe to enter by the police.
- c. Maintain an update of the status of the incident

5. City Attorney

- a. Upon notification of the incident, assess the need for legal assistance
- b. Make contact with City Manager and Human Resources Office
- c. Assist with administrative investigation by reviewing facts and evidence, and directing staff on course of action
- d. Advise staff on legal issues to protect the City from potential claims and litigation, e.g., personnel, safety, medical and political issues

6. Threat Management Team:

As necessitate by the seriousness of the incident, the Human Resources Office may assemble the Threat Management Team to establish protocol in the event of a threat or violent incident that includes, but is not limited to:

- a. Evaluating potential violence programs

- b. Assessing an employee's fitness for duty through a mental health professional and Director of Intervention Services
- c. Selecting intervention techniques to include defusing and debriefing
- d. Establishing a plan for the protection of co-workers and other potential targets
- e. Coordinating with affected parties such as victims, witnesses, employees' families, media, or law enforcement personnel
- f. Referring victims to appropriate assistance and community service programs
- g. Assuring that immediate and ongoing counseling is available to traumatized individual(s) and their families.