

RESOLUTION NO. 5617

**A RESOLUTION OF THE CARPINTERIA CITY COUNCIL  
APPROVING AND ADOPTING REVISIONS TO THE CONDITIONS OF  
EMPLOYMENT FOR MANAGEMENT PERSONNEL**

WHEREAS, the Carpinteria City Council recognizes that the conditions of employment for at-will management-level employees should be addressed separately from classified employees covered under the Memorandum of Understanding between the City of Carpinteria and the Service Employees International Union (SEIU) Local 620; and,

WHEREAS, this classification of employee includes Department Directors, and other management, mid-management, supervisory and professional positions, the Carpinteria City Council wishes to update the Conditions of Employment and the Classification/Compensation Program for this classification to insure that the City remains competitive; and,

WHEREAS, it is the desire of the City Council to revise the Conditions of employment for those employees classified as management personnel as attached hereto as Exhibit A.

NOW, THEREFORE, THE CARPINTERIA CITY COUNCIL HEREBY RESOLVES THAT the Conditions of Employment for Management Personnel, of the City of Carpinteria is amended to include the revised salary range schedule, Exhibit 1, dated July 1, 2015, is hereby approved.

PASSED, APPROVED AND ADOPTED this 22nd day of June, 2015 by the following called vote:

AYES: COUNCIL MEMBER: Clark, Nomura, Stein, Shaw, Carty

NOES: COUNCIL MEMBER: None

ABSENT: COUNCIL MEMBER: None

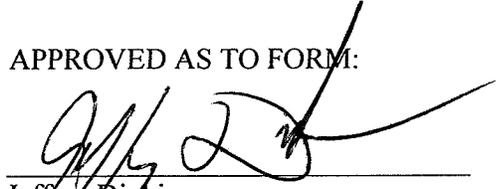
  
Mayor, City of Carpinteria

ATTEST:  
  
City Clerk, City of Carpinteria

I hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a special meeting of the City Council of the City of Carpinteria held the 22nd day of June, 2015.

  
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

  
Jeffrey Dinkin  
Special Counsel

**CITY OF CARPINTERIA  
CONDITIONS OF EMPLOYMENT  
FOR MANAGEMENT PERSONNEL**

**EFFECTIVE JULY 1, 2015**

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**CITY OF CARPINTERIA**  
**CONDITIONS OF EMPLOYMENT FOR MANAGEMENT PERSONNEL**  
**EFFECTIVE JUNE 22, 2015**

***SECTION 1***

***CLASSIFICATION***

Management Employees for purposes of this Agreement, will include those employees in the following classifications: Management, Mid-Management and/or Supervisory and Professional.

**Position**

**Salary Grade**

***MANAGEMENT***

Community Development Director	19
Public Works Director/City Engineer	19
Administrative Services Director	18
Parks and Recreation Director	17

***MID-MANAGEMENT/SUPERVISORY/PROFESSIONAL***

Civil Engineer	16
Senior Planner	14
Human Resources Administrator/Risk Manager	14
Assistant to the City Manager	14
City Clerk	14
Finance Supervisor	12
Public Works Supervisor	12
Building Inspector/Plan Check	12
Environmental Coordinator	12
Volunteer and Emergency Services Coordinator	12
Code Compliance Supervisor	11

### **1.1 EMPLOYER/EMPLOYEE RELATIONSHIP:**

An employee in this classification is classified as a salaried, at-will employee and not hired for any specified term. Accordingly, the employee is free to resign from their position at any time, with or without cause, upon oral or written notice to the City Manager and, similarly, the City may end its employment relationship with the employee or change their status (i.e., modify the position, implement a demotion, adjust wages, etc.) at any time, with or without cause, upon oral or written notice to the employee. None of the provisions of the Conditions of Employment for Management Personnel are intended to modify this employment relationship.

### **1.2 CLASSIFICATION:**

Employees serving in Management, Mid-management, Supervisory and Professional positions are exempt from the City's Personnel Rules. They are "at-will" employees, serving at the pleasure of the City Manager. By the executive, administrative and/or technical nature of their positions, they have been determined to be exempt from the overtime requirements of the Federal Fair Labor Standards Act.

## ***SECTION 2***

### ***WORK SCHEDULE***

#### **2.1 REPORTING:**

Management Employees are classified as salaried employees. All employees for the City of Carpinteria are required to report hours worked on a daily time sheet; however, as salary-status employees, tracking of hours for this category of employees is for internal use only and does not affect the salary of exempt employees.

#### **2.2 FLEXTIME SCHEDULING:**

While Management Employees are required to work the hours necessary to perform the job duties and responsibilities, employees may have the option to participate in an alternate 9/80 work schedule based on a flexible 9 day/80 hour pay period (eight 9-hour days and one 8-hour day) for general work scheduling purposes. Each employee electing to participate in flextime scheduling must select a Monday or Friday as their designated flex day off, the alternate Monday or Friday will be their 8-hour day. The daily work schedule will begin at 7:30 a.m. and end at 5:30 p.m.

The flexible work schedule and flex day selected is subject to the operational needs and requirements of the department as determined by the City Manager. Management Employees may be required or find it necessary to work additional hours outside their flexible schedule. For scheduling purposes, any change from the established flex day, must be approved in advance by the City Manager.

The program will be evaluated on an on-going basis regarding personal performance standards, as well as monitoring staffing needs to ensure that the public is being appropriately served. Continuation of such schedules shall be subject to review and approval of the City Manager.

The City Manager reserves the right to remove any (or all) employees from flexible work schedules. To the extent possible, two weeks advance written notice will be provided to the employee. An employee shall not be removed from a flexible work schedule for arbitrary or capricious reasons.

### **2.3 FLEXIBLE HOURS:**

Compensatory hours will not be granted for hours worked in excess of regularly scheduled hours for this category of employees, however, Management Employees, although exempt from the overtime requirements of FLSA, may accrue flex hours for hours worked beyond their regularly scheduled work day.

Hours worked in excess of a regularly scheduled work day, i.e., eight 9- hour days and one 8- hour day in a pay period for Management Employees on a 9/80 flex schedule, will be recorded on a computerized time sheet as accrued flex hours. For Management Employees on a 10/80 schedule, hours worked in excess of an 8-hour day will be recorded as "hours accrued". Flex hours accrued do not have a cash-out value, and Management Employees will not receive compensation for unused accrued flex hours at the time of separation from employment.

### **2.4 ABSENCES:**

Management Employees may use accrued flex hours instead of their accrued leave bank for absences of less than a full day, if the employee has worked a minimum of two hours and has approval of the City Manager to be absent.

### **2.5 LEAVE:**

Any absence of one day or more, for other than City business, will be appropriately recorded and deducted from the employee's leave bank or accrued flex flextime hours. With prior approval from the City Manager, in addition to a regularly scheduled flex day, a management employee participating in the 9/80 alternate flextime scheduling may take one additional flex day off within a given pay period if there are sufficient accrued flex hours to cover the time.

### **2.6 CARRY OVER OF FLEXTIME HOURS:**

A maximum of forty (40) flextime hours may be carried forward from one fiscal year to the next. Effective the first full pay period in July, adjustments on accrued flex hours will be made. Anything less than forty (40) hours and negative balances will be carried forward as they appear on the last full pay period in June.

### ***SECTION 3***

#### ***COMPENSATION AND BENEFITS***

##### **3.1 PAY STATUS:**

A Management Employee is considered to be in pay status and eligible for benefits under any of the following circumstances:

- (1) While working regular hours
- (2) While on authorized Leave Bank hours
- (3) While on authorized Injured on Duty (IOD) status
- (4) While on authorized jury duty
- (5) While on flex hours

The City Manager may authorize coverage of benefits on an individual basis for employees on authorized leave without pay for a period of up to four (4) months when it is deemed appropriate or is otherwise required by law.

##### **3.2 METHOD OF PAYMENT:**

Employees shall be paid on a bi-weekly basis and pay checks will be available on the Thursday afternoon following the close of the regular pay period unless holidays or circumstances beyond the control of the City occur in which case all necessary action will be taken to insure that individual pay checks are available with a minimum of delay.

Employees are encouraged to take advantage of direct deposit of payroll checks. Upon request, payroll checks may be directly deposited to an employee's checking or savings account.

##### **3.3 BASE WAGE ADJUSTMENT:**

Effective the first full pay period after July 1 the Management Employees listed in Section 1, (Classification), shall have their base wages adjusted pursuant to the results of an annual performance based employee evaluation.

The review shall include a Performance Rating of one of five categories:

- Unacceptable
- Needs Improvement;
- Contributor;
- Valued Performer;
- High Performer.

The result of the Performance Rating shall be used by the City Manager to determine the appropriate range of increase to the base wage as illustrated in the Merit Increase Matrix. The exact increase within the range provided for in the Matrix shall be determined by the City Manager.

All wage increases are subject to availability of funds as authorized by City Council. Should fiscal constraints limit full funding of wage increases, all authorized base wage increases shall be reduced by an equal percentage.

**MERIT INCREASE MATRIX**

		Position and Range		
		Lower Third Min to 90% of CP	Middle Third 90.1% of CP to CP	Upper Third CP to Maximum
Performance Rating	High Performer	11 ½ to 12 ½%	10 to 11%	9 ½ or to Range Max
	Valued Performer	8 ½ to 9 ½%	7 ½ to 8%	6 ½ to 7% or to Range Max
	Contributor	5 ½ to 6%	4 to 5%	0
	Needs Improvement	0	0	0
	Unacceptable	0	0	0

**3.4 DEFERRED COMPENSATION PROGRAM:**

The ICMA Deferred Compensation Program will be available to Management Employees with participation on a voluntary basis.

**3.5 STATE DISABILITY INSURANCE:**

The City participates in the State Disability Insurance Program to provide coverage for non-industrial injuries. As a benefit, the City reimburses Management Employees in this classification for payroll deductions made on base salary for State Disability Insurance.

### **3.6 SHORT-TERM/LONG TERM DISABILITY PROGRAM:**

In addition to coverage under the State Disability Insurance Program, the City provides eligible full-time employees with additional short-term disability coverage to integrate with SDI for a weekly benefit of 60% of covered earnings and a long-term disability program to provide a monthly benefit of 66 2/3% of covered earnings. This program will be at the expense of the City.

### **3.7 FICA MEDICARE TAX:**

All employees hired after April 1986 are subject to FICA Medicare taxes in accordance with Federal regulations. The City will reimburse the Management Employees for payroll deductions made on base salary for FICA Medicare Tax.

### **3.8 SPECIAL PAY:**

Pursuant to Section 3.6 and 3.8, reimbursement equal to the payroll deduction for the employee's annual cost for SDI and/or FICA Medicare tax will be pro-rated over the twenty-six (26) payroll periods and paid to the employee on the regular bi-weekly payroll check as "Special Pay".

### **3.9 OUTSTANDING OBLIGATIONS UPON TERMINATION:**

If any Management Employee has any outstanding obligations due to the City, such as advance use of any benefits or lost or damaged equipment, at the time of termination, the employee will be requested to reimburse the City for any such advanced amount.

### **3.10 CAL PERS RETIREMENT:**

The City provides retirement benefits through the California Public Retirement System pursuant to Section 7.

### **3.11 HEALTH, DENTAL AND WELLNESS PROGRAM:**

The City provides health, dental and wellness benefits pursuant to Section 8.

## ***SECTION 4***

### ***LEAVE REGULATIONS***

#### **4.1 ANNUAL LEAVE:**

Annual leave for full-time Management Employees is inclusive of all leave benefits (vacation, sick, floating holidays, paid administrative leave and approved paid personal leave), and can be used for vacations, personal time off, sick leave purposes and other time away from work consistent with the terms of this section. The use of annual leave for "Sick Leave Purposes" means 1) time off to diagnose, care, or treat an existing health condition, or for preventative care for the employee or for the employee's child, spouse, domestic partner, parent, parent of employee's spouse or domestic partner, grandparent, grandchild, or sibling; and 2) time off for employees who are victims of domestic violence, sexual assault, or stalking may also use annual leave to seek medical attention, obtain services from a shelter or crisis center, obtain counseling, or go to court.

Employees covered by this Conditions of Employment who have served less than thirty (30) days within a year of the commencement of employment in the service of the City are not eligible for annual leave. However, leave credits for the time will accrue for each such regular full-time employee.

#### **4.2 LEAVE TIME (Leave Bank):**

In place of separate leave accrual for vacation, sick leave, paid administrative leave and floating holidays, each employee will accrue leave in a Leave Bank that will be inclusive of all such leave benefits (vacation, sick, floating holidays, paid administrative leave and approved paid personal leave).

#### **4.3 LEAVE ACCRUAL:**

For employees employed with the City as of July 1, 2015, at the beginning of each fiscal year eligible employees will receive a leave bank equal to his/her annual leave entitlement.

For employees whose employment with the City starts after July 1, 2015, his/her annual leave entitlement for his/her first year of employment shall be based on the number of full months that employee will work for the City prior to the July 1 following their date of hire. For example, if an eligible employee's first day of employment is December 15, her/his annual leave entitlement for their year of employment will be 50% of 144 hours, which equals 72 hours. However, the amount of the leave bank entitled for the first year of employment will not be less than twenty-four (24) hours or three (3) days, whichever is greater. The first year amount of annual leave will be credited to the employee's leave bank after the employee completes thirty (30) days of employment in the service of the City. The amount of annual leave credited to the employee's leave bank for their first year of employment will not be subject to the maximum leave bank accumulation as provided in section 4.8.

Effective the July 1 following the employee's date of hire, and every July 1 thereafter, employees will receive a leave bank equal to his/her annual leave entitlement.

In the event one or more municipal holidays fall within an authorized leave with pay, such holidays shall not be charged as leave, and the leave shall be extended accordingly.

Accrued leave time can be taken off prior to the date of retirement and used to delay final date of employment if it is requested in writing and approved at least thirty (30) days prior to the scheduled date that such leave would begin.

#### 4.4 LEAVE BANK SCHEDULE

(Days on leave bank schedule are figured as eight (8) hour days)

##### ***MANAGEMENT EMPLOYEES SERVING AS DEPARTMENT HEADS***

(Accrual includes 48 hours of administrative leave)

<b><u>Years of service</u></b>	<b><u>Total Accrual</u></b>	
0 through three	192 hours	(24 days)
Four through six	208 hours	(26 days)
Seven through ten	232 hours	(29 days)
Eleven	240 hours	(30 days)
Twelve	248 hours	(31 days)
Thirteen through fifteen	256 hours	(32 days)
Sixteen through eighteen	272 hours	(34 days)
Nineteen or more	280 hours	(35 days)
Thirty year service award	304 hours	(38 days)

**MANAGEMENT, MID-MANAGEMENT, SUPERVISORY AND  
PROFESSIONAL EMPLOYEES**

(Accrual includes 40 hours of administrative leave)

<u>Years of Service</u>	<u>Total Accrual</u>	
0 through three	184 hours	(23 days)
Four through six	200 hours	(25 days)
Seven through ten	224 hours	(28 days)
Eleven	232 hours	(29 days)
Twelve	240 hours	(30 days)
Thirteen through fifteen	248 hours	(31 days)
Sixteen through eighteen	264 hours	(33 days)
Nineteen or more	272 hours	(34 days)
Thirty year service award	296 hours	(37 days)

**4.5 LEAVE ELIGIBILITY:**

Employees are eligible to use annual leave benefits beginning on their ninetieth (90<sup>th</sup>) day of employment.

**4.6 NOTIFICATION FOR USE OF LEAVE BANK:**

Except for annual leave used for Sick Leave Purposes, in cases of emergency or when the need to use leave time is not otherwise reasonably foreseeable, notification for use of leave bank hours will be as follows:

Employees are required to make written requests through the appropriate supervisory channels for the use of accrued leave time. The written request shall be submitted at least two (2) full working days in advance for leave requests of up to four (4) working days; for leave requests of five (5) working days or more, the written request shall be submitted at least ten (10) working days, but not earlier than ninety (90) calendar days, prior to the beginning date of the requested leave. No use of accrued leave time or related absence is authorized until the employee's written request is approved in writing.

Leave periods shall be scheduled by management to provide adequate staffing. Such scheduling shall be subject to the needs of the City but shall take into account employee seniority and personal preference. The City will make every effort to give maximum possible advance notice to the Management Employee in the event scheduled leave must be cancelled or modified due to the needs of the service.

Where use of accrued leave time is requested for Sick Leave Purposes, in cases of emergency or when the need to use leave time is not otherwise reasonably foreseeable, notification for use of leave bank hours will be as follows:

Where the need to use annual leave for Sick Leave Purposes is foreseeable, employees must provide reasonable advance notice, orally or in writing, to their supervisor or Human Resources. If the request for the use of five (5) or more days of leave time is related to planned medical treatment, when possible the employee should make the request for use of leave time at least ten (10) working days in advance. When the need to use annual leave for Sick Leave Purposes is not foreseeable, is being used in cases of emergency or when the need to use leave time is not otherwise reasonably foreseeable, employees are required to notify their supervisor or Human Resources, orally or in writing, as soon as practicable.

#### **4.7 UNAUTHORIZED LEAVE**

An employee's absence shall be unauthorized if the employee does not report his or her absence to his or her supervisor or Human Resources as required under section 4.6.

#### **4.8 LEAVE BANK ACCUMULATION**

A maximum of one hundred and twenty hours (15 days) of leave accrual will be the maximum allowed for carry-over at the end of a fiscal year, provided however, if at the end of year there are any leave bank hours over 120, the hours will be carried over and a commensurate number of hours shall be deducted from the employee's annual accrual in order that the maximum leave bank accrual not exceed an employee's annual accrual plus 120 hours.

#### **4.9 LEAVE BANK CASH-OUT/OPTIONS**

1. Each employee may cash-out up to eighty (80) hours of any unused leave hours accrued at the beginning of the fiscal year, provided the employee retains an accrued leave balance of at least forty (40) hours in their leave bank. Compensation for such cash-out of unused accrued leave hours will be based on the employee's existing salary at the time the request is made.
2. Further, each employee may direct that all or any portion of the allowed cash-out amount be used to buy benefits offered under the Flexible Benefit Program.

#### **4.10 TREATMENT OF ACCRUED LEAVE UPON TERMINATION**

At the time of termination of employment, employees shall be paid the cash value of all unused accrued leave hours based on the employee's then existing salary rate; or, in the alternative, the employee may exercise the option to invest the cash value of such unused accrued leave hours in the Employee Flexible benefit Program.

If a retiring employee terminates employment during the year and is legally entitled to a distribution of unused leave, the employee may submit, in writing, his or her request for the agency to "hold" payment of his or her accumulated leave until the following year. Such request must be submitted in writing in advance of the date of retirement and requires written approval by the City Manager before any disbursement can be made.

#### **4.11 TREATMENT OF ACCRUED LEAVE UPON RETIREMENT:**

Unused leave time can be taken off prior to retirement date and used to delay the final date of employment if requested in writing and approved at least 30 days prior to the scheduled date that such leave would begin.

If a retiring employee terminates employment during the year and is legally entitled to a distribution of unused leave, the employee may submit, in writing, a request for the agency to "hold" payment of pro-rated accumulated leave until the following year. Such request must be submitted in writing prior to date of retirement and requires written approval by the City Manager before any disbursement can be made.

#### **4.12 CATASTROPHIC EVENT:**

In the event an employee in this group suffers a catastrophic event, e.g. serious illness, and there is not a sufficient leave balance to cover the employee's absence from the workplace, upon written request to the City Manager, an advancement of up to thirty (30) days of leave may be granted, with the understanding that it will be reimbursed to the City on a day-for-day basis from future allocated leave or reimbursed to the City as outlined under Section 3.9 Outstanding Obligations Upon Termination.

#### **4.13 UNPAID LEAVE:**

##### **Leave of Absence Without Pay**

The City Manager may grant a regular or probationary employee leave of absence without pay or accrual of employment benefits, such as paid time off or seniority, for reasons other than pregnancy, disability or family care leave, for a period not to exceed ninety (90) days. No employee shall be authorized leave without pay if said employee has accrued leave or accrued flex time hours on the books of the City. After ninety (90) days, the leave of absence may be extended if authorized by the City Council.

No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon return to duty following expiration of a regularly approved leave, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at its expiration shall be cause for discharge. The depositing in the United States mail of a first class letter postage paid, addressed to the employee's last known place of address shall be reasonable notice.

Department heads may grant a regular, or probationary employee leave of absence without pay for not to exceed one (1) calendar week. Such leaves shall be reported to the Human Resources Administrator.

No leave shall accrue to any employee during any full biweekly pay period in which the employee is on an authorized leave without pay in excess of five (5) days. Employee on leave without pay may also be responsible for full payment (employer and employee portion) of insurance premiums for insurance coverage during such leave. Benefits shall be continued at City expense during the first thirty (30) days of such leave.

### **Statutory Family and Medical Leave**

#### **1. Eligibility**

The City provides eligible employees the opportunity to take unpaid leaves of absence for specific reasons in accordance with California's Moore-Brown-Roberti Family Rights Act (CFRA) and the federal Family and Medical Leave Act of 1993 (FMLA). To be eligible for FMLA/CFRA Leave, an employee must (1) have worked for the City for at least twelve months prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the twelve months preceding the leave.

#### **2. FMLA Leave**

##### **a. Permissible Uses**

"Family care leave" may be requested under the FMLA for (1) the birth or adoption of an employee's child, (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, or parent. "Medical leave" may be requested under the FMLA for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

"Qualifying exigency leave" may be requested under the FMLA for qualifying exigencies arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. "Qualifying exigencies" include certain absences related to short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities. Employees may contact the Human Resources Administrator or her or his designee for more information about what qualifies as a "qualifying exigency."

"Military caregiver leave" may be requested under the FMLA to care for a "covered service member" if the employee is a spouse, child, parent, or next of kin of the "covered service member." A "covered service member" is:

- a member of the Armed Forces, including the National Guard and Reserves, who, because of a serious injury or illness incurred in the line of duty while on active duty that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating, is: (1) undergoing medical treatment, recuperation, or therapy; (2) in outpatient status; or (3) on the temporary disability retired list; or

a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

b. Amount of FMLA Leave Available

Provided all the conditions of this policy are met, an employee may take a maximum of twelve (12) weeks total of family care leave, medical leave, and qualifying exigency leave under the FMLA in a 12-month period. This 12-month period is measured backwards from the date the employee's family care leave, medical leave, or qualifying exigency leave under the FMLA commences. Spouses who are both employed by the City may take a maximum combined total of twelve weeks of family care leave under the FMLA in a 12-month period for the birth, adoption, or foster care of their child.

Provided all of the conditions of this policy are met, an employee may take up to 26 weeks total of a combination of all leaves under the FMLA during a 12-month period (up to 12 weeks of which may be for FMLA leave other than military caregiver leave). The 12-month period used to measure this entitlement will commence upon the first use of military caregiver leave under the FMLA for a covered service member's particular injury.

### 3. CFRA Leave

"Family care leave" may be requested under the CFRA for (1) the birth or adoption of an employee's child, (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, domestic partner as defined in California Family Code Section 297, or parent. "Medical leave" may be requested for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

Provided all of the conditions of this policy are met, an employee may take up to twelve (12) weeks of leave under the CFRA during a 12-month period. This 12-month period is measured backwards from the date the employee's family care leave or medical leave under the CFRA commences. Spouses who are both employed by the City may take a maximum combined total of twelve weeks of family care leave under the CFRA in a 12-month period for the birth, adoption, or foster care of their child.

Family care leave and medical leave under the CFRA typically run concurrently with family care leave and/or medical leave under the FMLA.

#### **4. Intermittent Leave**

FMLA/CFRA Leave taken for the birth, adoption, or foster care placement of a child generally must be taken in blocks of at least two (2) weeks' duration; however, the City will provide employees with family care leave for birth, adoption, or foster care placement for periods of less than two (2) weeks duration on any two (2) occasions. FMLA/CFRA Leave taken for the birth, adoption, or foster care placement of a child must be concluded within one (1) year of the birth, adoption, or placement.

Qualifying exigency leave under the FMLA may be taken on an intermittent or reduced schedule as required by the qualifying exigency.

FMLA/CFRA Leave for any other reason may be taken intermittently or on a reduced schedule where medically necessary. If FMLA/CFRA Leave is authorized to be taken intermittently or on a reduced schedule, the City retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule.

#### **5. Substitution of Paid Leave**

Employees are required to substitute accrued paid time off, including accrued flex time hours, for all FMLA/CFRA Leaves, except that employees can retain a five (5) day balance of accrued paid time off.

If the employee is receiving payments from State Disability Insurance ("SDI") while on FMLA/CFRA leave, the accrued paid leave time will only be used in an amount which supplements the SDI payment such that the employee receives the full amount of his or her regular compensation as an active employee.

The substitution of paid leave time for FMLA/CFRA Leave does not extend the total duration of FMLA/CFRA Leave to which an employee is entitled. For example, if an employee has accrued two (2) weeks of unused paid vacation time at the time of the request for medical leave under the FMLA/CFRA, that paid vacation time will be substituted for the first two (2) weeks of FMLA/CFRA Leave, leaving up to ten (10) additional weeks of unpaid FMLA/CFRA Leave.

## **6. Leave's Effect on Pay**

Except to the extent that other paid leave time is substituted for FMLA/CFRA Leave, FMLA/CFRA Leave is unpaid.

## **7. Leave's Effect on Benefits**

During an employee's FMLA/CFRA Leave, the City shall continue to pay for the employee's participation in the City's group health insurance to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Employees are required to continue to make any payments they normally make towards healthcare coverage premiums while on leave. In the event an employee on leave fails to make timely payment for their portion of healthcare coverage premiums, the City will notify the employee of such failure and, if payment is not made, terminate the coverage.

If the employee fails to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the employee's control, the City is entitled to recover any health premiums paid by the City on the employee's behalf during any unpaid period of the leave.

Employees on FMLA/CFRA Leave accrue employment benefits, such as paid time off or seniority, only when paid time off is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments as discussed above, he or she will accrue employment benefits on a pro rata basis.

## **8. Procedure for Requesting Family Care and Medical Leave**

### Notice Requirements

Employees should notify the Human Resources Administrator of their request for FMLA/CFRA Leave as soon as they are aware of the need for such leave. For foreseeable events, if possible, the employee shall provide thirty (30) calendar days' advance written notice to the Human Resources Administrator of the need for FMLA/CFRA Leave. For events that are unforeseeable thirty (30) days in advance, but are not emergencies, the employee must notify the Human Resources Administrator, in writing, as soon as he/she learns of the need for the leave, ordinarily no later than one (1) to two (2) working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of the City's business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the City reserves the right to deny the taking of the leave.

All requests for FMLA/CFRA Leave should include anticipated date(s) and duration of the leave. Any requests for extensions of an FMLA/CFRA Leave must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care or medical leave.

### Certification

Any request for FMLA/CFRA Leave must be supported by proper certification of the need for leave. For foreseeable leaves, employees must provide the required certification before the leave begins. When this is not possible, employees must provide the required certification within fifteen (15) calendar days after the City's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts. Failure to provide the required certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required certification within fifteen days of being requested to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated certification.

Certification of family care leave under the FMLA/CFRA shall include (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) the health care provider's estimate of the amount of time needed for family care; and (4) the health care provider's assurance that the health care condition requires family care leave.

Certification of medical leave under the FMLA/CFRA shall include (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) a statement that, due to the serious health condition, the employee is unable to perform the functions of his or her position; and (4) in the case of intermittent leave or revised schedule leave where medically necessary, the probably duration of such a schedule. In addition, the certificate may, at the employee's option, identify the nature of the serious health condition involved. If the City has reason to doubt the validity of the certification provided by the employee, the City may require the employee to obtain a second opinion from a doctor of the City's choosing at the City's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, the City may require a third opinion, also at the City's expense, performed by a mutually agreeable doctor who will make a final determination. Before permitting the employee to return to work, the City may also require the employee to provide medical certification that he or she is able to return to work.

Certification of a military caregiver leave under the FMLA shall be either (1) an appropriate medical certification from an authorized health care provider or (2) a copy of an Invitation Travel Order or Authorization issued by the Department of Defense.

The nature and format of the certification of a qualifying exigency leave under the FMLA will vary depending on the nature of the qualifying exigency, and will typically include a copy of the active duty orders for the employee's spouse, son, daughter, or parent.

## 9. Leave's Effect on Reinstatement

Employees returning from FMLA/CFRA leave are entitled to reinstatement to the same or comparable position consistent with applicable law, provided that the total period of the FMLA/CFRA Leave does not exceed the employee's maximum leave entitlement as described above.

Employees who take medical leave under the FMLA/CFRA for their own serious health condition must provide medical certifications verifying that they are able to return to work in the same manner as employees who return to work from other types of medical leave.

### **Pregnancy Disability Leave (PDL)**

Under the California Fair Employment and Housing Act (FEHA), if an employee is disabled by pregnancy, childbirth or related medical conditions, she is eligible to take a pregnancy disability leave (PDL). If an employee is affected by pregnancy or a related medical condition, she is also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable.

- The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical conditions up to four (4) months (or eighty-eight (88) work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor ordered bed rest, childbirth, and recovery from childbirth would all be covered by the PDL.
- Except as other specifically provided in this section, generally, the City is required to treat pregnancy disability the same as the City treats other disabilities of similarly situated employees. The leave will be unpaid.

Employees on PDL will be required to obtain a written certification from their health care provider of the pregnancy disability or the medical advisability for a transfer. The certification should include:

1. The date on which the employee becomes disabled due to pregnancy or the date of the medical advisability for the transfer;
2. the probable duration of the period(s) of disability or the period (s) for the advisability of the transfer, and
3. a statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of the position without undue risk to herself, the successful completion of the pregnancy or to other persons or a statement that, due to your pregnancy, the transfer is medically advisable.

At the employee's option, any accrued paid time off may be used as part of the pregnancy disability leave before taking the remainder of the leave as an unpaid leave. However, taking paid time off during the period of the pregnancy disability leave does not extend the maximum time allowed for such leave. Employees may also be eligible for state disability insurance for the unpaid portion of the leave.

Employees on PDL accrue employment benefits, such as paid time off or seniority, only when paid time off is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments she will accrue employment benefits on a pro rata basis.

An employee who is on a leave of absence for a period in excess of two (2) months must notify the Human Resources Administrator by the end of each month thereafter both of the status of the disability and the employee's continued intent to work once the employee recovers from the disability. An employee returning from an absence shall be required to provide a physician's certification that indicates that she is fit to return to work.

An employee who returns to work at the end of a leave of absence due to pregnancy, childbirth or related medical condition will be returned to her former position, if possible, or will be offered the first available opening in a comparable position for which she is qualified.

An employee who returns from a leave of absence due to pregnancy will be credited with all service prior to the commencement of her disability.

An employee who fails to report for work at the end of an approved leave will be deemed to have voluntarily resigned.

During an employee's approved PDL, the City shall continue to pay for the employee's participation in the City's group health insurance to the same extent and under the same terms and conditions as would apply had the employee not taken leave, for up to four months. Employees are required to continue to make any payments they normally make towards healthcare coverage premiums while on leave. In the event an employee on leave fails to make timely payment for their portion of healthcare coverage premiums, the City will notify the employee of such failure and, if payment is not made, terminate the coverage. The City is entitled to recover any health premiums paid by the City on the employee's behalf during any unpaid period of the leave if the employee fails to return from the PDL for a reason other than one of the following: (1) the employee takes FMLA/CFRA Leave; (2) the continuation, recurrence or onset of a serious health condition or serious injury or illness within the meaning of FMLA/CFRA; or (3) other circumstances beyond the employee's control as provided by law.

Employees on PDL accrue employment benefits, such as paid time off or seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments as discussed above, he or she will accrue employment benefits on a pro rata basis.

### **Paid Family Leave**

Employees who are covered by the state's SDI program will be eligible for reimbursement for up to six (6) weeks during a twelve (12) month period of qualifying unpaid leave, for the purposes of bonding with a newborn child (up to one (1) year from birth or adoption), or to care for a family member or domestic partner.

An employee who is eligible for SDI benefits may only become eligible for PFL benefits after SDI benefits are no longer being paid. SDI benefits are payable when an employee is disabled for a non-work related reason, which may include pregnancy; PFL benefits are for baby bonding and for providing care to a family member.

Once an employee is no longer disabled, and (in the case of pregnancy) has given birth, her SDI benefits may cease and she may apply for baby bonding benefits under PFL.

Once an employee applies for PFL, there is a seven (7) day unpaid waiting period before the employee may start receiving benefits. However, an employee who previously served a waiting period before receiving SDI benefits will not have to serve another waiting period before receiving PFL benefits. Employees may use their accrued paid time off during the seven (7) day waiting period.

Paid Family Leave is administered by the State of California and may be modified by the State from time to time.

#### **4.14 DEATH OR CRITICAL ILLNESS IN IMMEDIATE FAMILY BEREAVEMENT LEAVE**

An employee eligible for benefits, upon the necessity of his absence being shown to and with the consent of the City Manager, may be allowed to be absent from the duties of his/her position and to receive full compensation during such absence for bereavement leave. Eligible City employees shall be entitled to bereavement leave, in addition to any other leave, to provide up to three (3) working days per year with pay in the case of death or of critical illness where death appears eminent. This time shall be in addition to accrued leave time or accrued flex time accrued. The City shall cooperate with the employee in providing time off, using accrued leave time, or accrued flex time hours, for any additional bereavement needs if the three (3) days bereavement leave has been used.

Such benefit shall apply to all immediate family members, to include spouse, child, brother, sister, parent (including step family and in-laws), grandparents and grandchildren when the relationship of the person to the employee warrants such use of bereavement leave. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or critical illness to his/her department head.

Such leave of absence shall not be allowed in any case where, in the preceding six (6) calendar months, a leave of absence for the critical illness of that same relative has been granted. Such bereavement leave is not cumulative from year to year.

Leave to attend the funeral of a co-worker will be acceptable to the City upon Department Head approval consistent with maintenance of operations. Such leave is considered leave with pay and not charged to any other leave.

#### **4.15. CONFLICT OF LAWS**

In the event of any conflict between the provisions of this Conditions of Employment and Federal or State laws, such Federal or State laws shall prevail.

### ***SECTION 5***

#### **5.1 LEGAL HOLIDAYS**

A. The City has established the following schedule of days that shall be observed as legal holidays by all Management Employees, at which time the City's administrative offices will be closed. The City observes twelve holidays. Three floating holidays are included in the leave bank

January 1st	New Year's Day
3rd Monday in January	Martin Luther King Day
3rd Monday in February	President's Day
Last Monday in May	Memorial Day
July 4th	Independence Day
1st Monday in September	Labor Day
November 11th	Veteran's Day
4th Thursday in November	Thanksgiving Day
4th Friday in November	Friday following Thanksgiving
December 25th	Christmas Day

B. The following days shall be observed as legal holiday: December 26, 2014, January 2, 2015, December 24, 2015 and December 31, 2015. Similar holidays (the day before or after Christmas Day and the day before or after January 1<sup>st</sup>) shall be observed in future years.

C. When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday respectively shall be observed as the legal holiday. If the holiday falls on an employee's flex day, the flex day may be rescheduled within the same work week. Rescheduled flex days off that are rescheduled because a holiday falls on that day are subject to prior approval by the Department Head and appropriate notification to the Administrative Services Department.

- D. Observance of a legal holiday on a Friday or Monday, at which time the City's Administrative offices will be closed, will not create overtime or the loss of time from an employee's leave bank if the holiday falls on a regularly scheduled flex day. The hours for any given holiday will relate to the number of hours of the employee's regular scheduled work day for that particular day.

Nothing in this Conditions of Employment shall preclude the City from declaring a holiday when a legal holiday has been declared by the President of the United States or the Governor of the State of California or the City Council.

## ***SECTION 6***

### ***WORKERS' COMPENSATION INSURANCE***

The City will provide workers' compensation benefits when an employee is injured on duty arising out of and in the course of employment. Workers' Compensation coverage is currently through the California Joint Powers Insurance Authority.

For a period not to exceed six months, commencing with the first day following such injury, while a full-time City employee is totally disabled from industrial injury and on accepted workers' compensation status, employee shall be compensated in an amount equal to such employee's base wages at the time of such disability, less the aggregate of (a) any workers' compensation benefits, and (b) any other disability payments made to such employee. Such payment shall be limited to said six month period or until such employee is retired on permanent disability or terminated from the City's employment, whichever comes first.

An employee shall be entitled to benefits at the normal rate if the employee is on accepted workers' compensation status and in a pay status for up to six months as defined above.

The workers' compensation carrier of the City reserves the right to subrogate if a claim is filed by an employee against a third party.

## ***SECTION 7***

### ***RETIREMENT PROGRAM***

- A. The City shall continue to participate in the California Public Employees Retirement System (CalPERS). Under CalPERS, the City provides the 2%@55 Miscellaneous Plan formula for all employees who are "classic members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA). Classic employees are currently defined as those who were enrolled in CalPERS as of December 31, 2012. For all "new members" as defined by PEPRA, the City provides the 2%@62 formula. New members are currently defined as employees not previously enrolled in CalPERS as of January 1, 2013 (and not meeting certain exceptions provided under PEPRA). Employees of the

City who are hired on or after January 1, 2013 who classified as new members under PEPRA are subject to the other CalPERS terms and conditions set forth in PEPRA.

- B. Effective the first pay period after the necessary contract amendment is approved by CalPERS, City employees who are classic members shall share in the cost of CalPERS coverage through payroll deduction as follows:

Employees will contribute a portion of the required employer contribution equal to 4.5% of "compensation earnable." This 4.5% contribution by employees to the employer contribution will be considered to be a contribution towards the normal cost as defined under PEPRA.

- C. In addition, the City's contribution toward Employer Paid Member Contribution (EPMC) shall be reduced as follows:

1. Effective the pay period beginning January 3, 2015, the City's contribution toward EPMC shall be reduced to 5.75%, with employees paying 1.25% of "compensation earnable."
2. Effective the first pay period after July 1, 2015, the City's contribution toward EPMC shall be reduced to 4.5%, with employees paying 2.5% of "compensation earnable."

- D. Employees who are hired after January 1, 2013 and are new members under PEPRA, shall pay the full member contribution amount which is currently 6.5% of "compensation earnable." However, new members will not contribute toward any portion of the required employer contribution.

- E. The City shall continue to report the value of the EPMC on all reportable compensation subject to CalPERS for all employees in Management as adopted by Resolution 5564.

## ***SECTION 8***

### ***HEALTH/DENTAL BENEFITS FLEXIBLE BENEFIT PROGRAM***

#### **8.1 LIFE, HEALTH AND DENTAL BENEFITS**

- A. The parties agree that the City will maintain a life insurance program providing a \$100,000.00 term life insurance policy for the management, mid-management employee only, the beneficiary to be designated by said employee. The cost of the premium for this policy to be paid in full by the City. Employees retiring with 20 years or more of continuous service with the City and enrolled in the City's group life insurance program at the time of retirement, may continue to be covered in the City's group life insurance program at City expense for a life benefit of \$10,000. Extended coverage will not include AD&D benefits.

B. The City will maintain the current health insurance program with the Public Employees Retirement System (PERS) Medical and Hospital Care Act pursuant to Government Code Section 22850. The health insurance program shall be available to all regular full-time employees and retirees as follows:

- Each eligible employee or retiree may select a health insurance carrier providing coverage in the Carpinteria geographic area, as defined and provided by PERS and currently in effect and on file in the City Human Resources Office.

For the period through and including December 31, 2015, the City will continue to pay the health insurance premium for each employee, including for dependents coverage where applicable, up to the premium amount for coverage under the PERS Health Benefit Program HMO Plan (Blue Shield Access + HMO). Beginning the first pay period after January 1, 2016, employees will pay by payroll deduction or through the Flexible Benefit Program a monthly contribution to their health insurance premium (employee and dependents) in an amount equal to .029% of their annual base salary. (For example, if an employee's annual base salary is \$50,000, the monthly contribution for that employee would be \$14.58.) In the event the Blue Shield Access + HMO plan is no longer available to City employees, the most similar HMO plan will be substituted for purposes of this provision.

In addition, a Health Care All Employee Committee will be created to evaluate options for the provision of health insurance. The City will schedule these Committee meetings as appropriate in 2015 and, if needed, 2016. However, the City will not initiate any changes to the currently existing health insurance plans during the term of this Conditions of Employment without the agreement of the Management Staff.

Employees shall be responsible for payment as a payroll deduction or through the Flexible Benefit Program, for any health insurance premium contribution which exceeds the City's contribution amount for the premium for coverage under the PERS Health Benefit Program HMO plan.

- Health insurance coverage for newly hired employees will commence on the first day of the month following one full month of employment. If hired prior to the 15<sup>th</sup> day of the month, the month of hire will count as a full month of employment and coverage will be effective the first day of the following month. If hired after the 15<sup>th</sup> day of the month the month of hire will not count as a full month and the following month will be the first full month of employment.
- For covered employees who terminate during the fiscal year, such health insurance coverage shall end on the last day of the month following when said termination becomes effective, except that the provisions of COBRA may be applied at the employee's option. Covered employees who retire from the City under PERS may, at their option, continue such coverage without interruption pursuant to the provisions of the PERS Health Program.

- C. The City will provide 100% of the premium charged to maintain a Dental Insurance Plan for each Management Employee, and where appropriate, for dependent coverage. The City will retain control over the administration of the dental insurance program subject to maintenance of equivalent benefits to the extent it is within the control of the City. COBRA benefits may be applied at the employee's option. Dental coverage will commence on the first day of the month following one full month of employment.

## **8.2 FLEXIBLE BENEFIT PROGRAM (WELLNESS) ALLOWANCE:**

In addition to the Health and Dental Insurance Programs, Management Employees will be eligible to receive an annual Flexible Benefit Program allowance of \$1,162 following one full month of employment. This benefit is based on a calendar year and the allowance will be pro-rated to the first day of the month following one full month of employment.

- (1) The purpose of the Flexible Benefit Program is to provide reimbursement to the covered employee for eligible medical and health-related costs not otherwise covered by health insurance or subject to reimbursement from any other source or to participate in other benefits provided by the Flexible Benefit Program. Payment of medical costs, not covered by insurance, must be prescribed by a physician or determined by the Internal Revenue Service (IRS) to be an eligible health-related expense.
- (2) In addition to reimbursement for eligible medical and health related costs and dependent care, the employee will have the option to purchase benefits offered through the Flexible Benefit Program up to the allowance of \$1,162. The level of participation in benefits provided by the Flexible Benefit Program will be at the option of each employee. Employees may cash out up to \$810 of the Flexible Benefit allowance, subject to applicable payroll taxes. The balance must be used for health-related expenses.
- (3) Reimbursement for bona fide health-related expenses, which may be eligible expenses under the Flexible Benefit Program may be subject to payroll taxes unless related to a particular medical condition and so prescribed by a medical doctor.

## **8.3 OUTSIDE COVERAGE OPTION:**

- (1) The employee is not required to select or participate in any health/dental insurance program provided by the City, but such employee must provide satisfactory documentation that he/she is covered by an alternative health/dental insurance program.

- (2) Those employees with proof of health and/or dental insurance coverage who choose not to participate in the City's group health insurance and/or dental insurance program due to the availability of other coverage through a spouse's employer, the military, or other source, will receive, in addition to the \$1,162 Flexible Benefit Program allowance, a benefit allowance equal to fifty percent (50%) of the premium charged for the annual single coverage in the PERS basic HMO Plan available to this group of employees. An employee shall receive this benefit allowance as a one-time cash payment, with such payment subject to payroll taxes.
- (3) Those eligible employees who participate in the city's group health insurance program and have an eligible spouse or family dependents, but select single coverage and choose to cover any dependents under insurance offered through a spouse's employer, the military, or other source will receive, in addition to the employer contribution, the fully paid premium contribution balance for single health insurance coverage and the \$1,162 benefit allowance as provided for in Section 8.3, plus an additional benefit equal to 50% of the allowance specified in the above section, 8.3 (2).

#### **8.4 FITNESS PROGRAM:**

The City agrees to reimburse employees at the rate of thirty-one dollars and twenty cents (\$31.20) per month for the employee's membership fee at an athletics club or fitness program approved by the City Manager. Only full-time employees are eligible to receive this benefit.

This benefit will be made available to each management employee and councilmember subject to budgetary constraints and fiscal allocation. The level of participation in this benefit will be at the option of each employee.

### ***SECTION 9***

#### ***SERVICE AWARDS***

The City of Carpinteria has established appropriate service awards to recognize continuous service with the City at levels of five, ten, fifteen, twenty, twenty-five and thirty years. In addition, in recognition of long-time service of twenty-five and thirty years eligible employees are entitled to the following recompense:

##### **Twenty Five Year Service Recognition**

Upon completion of twenty-five years of continuous service, eligible employees will be entitled to two personal days of leave per fiscal year. The hours will not have a cash value nor will they accumulate to be carried over to the next fiscal year. The use of the days as time off shall be subject to the regular request process.

### Thirty Year Service Recognition

Upon completion of thirty years of continuous service, eligible employees will receive a commemorative recognition gift and be entitled to have three additional days added to their existing leave bank hours.

## ***SECTION 10***

### ***LIFE INSURANCE***

#### **10.1 LIFE INSURANCE:**

The City will maintain a group term life insurance policy for employee only, the beneficiary to be designated by the employee. The cost of the premium for this policy to be paid in full by the City. The coverage of such life insurance for this classification of employee will be \$100,000 subject to conditions of the providing life insurance company.

Employees retiring with 20 years or more on continuous service with the City and enrolled in the City's group life insurance at the time of retirement, may continue to be covered at City expense for a life benefit of \$10,000. Extended coverage will not include AD&D benefits.

## ***SECTION 11***

### ***EDUCATION/TRAINING AND PROFESSIONAL DEVELOPMENT***

#### **11.1 TRAINING PROGRAMS:**

The City recognizes the importance of training programs and advancement of employees to higher skills and encourages employees to participate in programs to improve his/her performance on the job. The City agrees that all direct costs of all training or instruction required by the City shall be paid for by the City.

Charges for tuition, books and supplies for educational courses, not required by the City but directly related to the Management Employee's position with the City, and having *prior written approval* of the Department Director and City Manager will be reimbursed upon presentation of satisfactory completion of such training.

It is the policy of the City to provide paid membership in approved professional associations for Management Employees as budgeted and subject to approval by the City Manager. This policy also includes publications associated with membership and other educational materials. The City encourages Management Employees to attend professional conferences subject to budgetary restraints and fiscal allocation.

## ***SECTION 12***

### ***MISCELLANEOUS POLICIES***

#### **12.1 PHYSICAL EXAMINATION:**

The City encourages all employees to have an annual physical examination as provided for under our health insurance benefits.

#### **12.2 DRESS AND DECORUM:**

All employees shall observe professional standards of dress, and decorum considered suitable for general public contact based on current social standards as interpreted by the City Manager.

#### **12.3 EMPLOYEE RESPONSIBILITIES:**

Each employee shall comply with all safety laws, rules and regulations and adopted policies of the City in performing the duties required of his/her position; and shall not willfully violate any of the provisions of the ordinances and resolutions which have been adopted and/or prescribed by the Carpinteria City Council or City Manager.

#### **12.4 DEATH BENEFIT:**

The City shall pay a death benefit in the amount of Two Thousand Five Hundred Dollars (\$2,500) directly to the spouse or legal heirs of any Management Employee within seventy two hours of the death of any Management Employee as the result of any industrial injury or illness as defined by Cal OSHA Publication #120-A, sustained by such employee while on duty within the course and scope of his/her employment with the City of Carpinteria.

#### **12.5 TRANSLATION PAY:**

- (1). Management Employees are encouraged to voluntarily develop bilingual skills in instances where the public contact nature of their jobs would make such skills valuable.
- (2). Any Management Employee hired prior to August 15, 1998 who, on a regular basis, is required to translate/interpret from Spanish to English or English to Spanish and is proficient in Spanish as determined by the City Manager shall be paid Translation Pay.

#### **12.6 PARTICIPATION IN CITY-SPONSORED RECREATION PROGRAMS:**

The City agrees to provide special employee rates to currently employed, regular full-time employees and their immediate family members who wish to participate in City-sponsored Parks and Recreation Department Programs. All fees are payable in advance of participation in the program. Requests for employee rates for City-sponsored programs should be in writing and

approved by the Parks and Recreation Director and scheduled with the appropriate recreation program supervisor.

- (1) Eligible employees will receive a fifty percent (50%) discount on tuition and registration only for City-sponsored recreation programs. Individual enrollees will be responsible for any ala carte activities scheduled in the programs, e.g. field and/or camping trips, movies, special meals, etc. A discount on recreation rental equipment is dependent upon availability.
- (2) The annual fee for Community Pool Family Membership will be discounted Seventy-five percent (75%) The fee will include participation in the Masters' Program, Lap Swimming, Recreational Swimming and Water Aerobics.

## **12.7 CITY PROPERTY:**

Desks, file cabinets, lockers, computers, tools and other equipment are property of the City and must be maintained in good condition in accordance with the City's policies, rules and regulations. They must be kept clean and are to be used only for work-related purposes. If the City property is lost, broken or damaged, report it to your supervisor at once. No property may be removed from the premises without the prior authorization of your supervisor.

In order to ensure compliance with this policy and with the City's policies, rules and regulations, the City reserve the right to inspect all City property, without notice to the employee and/or in the employee's absence.

For security reasons, personal belongings of value should not be left in the workplace. The City is not responsible for lost or stolen personal belongings.

Immediately upon termination of employment, all property of the City (keys, tools, manuals, etc.) must be returned to the City. All personal items should be removed at the time terminated employees leave the premises of the City. Unless otherwise agreed to in writing, if a terminated employee leaves personal items at the workplace, these items are subject to disposal if not removed within five (5) days of the date of the employee's termination.

## **12.8 CELL PHONE POLICY:**

The City may provide certain employees with cellular phones that are to be used only for official City business. The City recognizes that employees may need to use their personal cell phone during working hours due to particular family or personal situations. Employees should limit the use of personal cell phones during working hours, to reasonably necessary communications, and use of a personal cell phone should not interfere with City operations or the performance of job duties. If an employee abuses the use of personal cell phone during working hours, at the City Manager, at his discretion, may require that the employee not use personal cell phones during working hours.

Employees are not to dial any cell phone while driving, except to call a public safety agency. Employees may not receive incoming calls while driving unless the cell phone can be safely operated in a hands free mode. For employees with hands free cell phone operation, in the event an employee receives an incoming call while driving, the employee should either safely pull off the road to converse, inform the caller that he or she will return the call, or ask the caller to call again to allow the employee to reach a place where it is safe to use the phone. While driving, employees are prohibited from using any cell phone to text message, read or send e-mail, or any similar operations.

## **12.9 FITNESS FOR DUTY EXAMINATION:**

Whenever the City Manager, or the Human Resources Administrator, believes that an employee is unable to perform the essential functions of their job safely due to illness or injury, or is unable to perform the essential functions of their job safely or without posing a danger to themselves or others, the City may require the employee to submit to an independent medical examination at the City's expense. Such medical examination will be limited to the issues or areas of concern regarding the employee's ability to perform the essential functions of their job. If, after the independent medical examination, the City determines that the employee cannot perform the essential functions of their job, or cannot perform such essential functions safely or without posing a danger to himself/herself or others, the employee will be given the opportunity to provide the results of a separate medical evaluation by a qualified health care provider selected by the employee, within fifteen (15) days of the employee's receipt of a medical evaluation from the City. In the event of a difference of opinion between the City's and the employee's health care providers, the City may require a third opinion, at the City's expense, performed by a mutually agreeable health care provider who will make a final determination.

**SECTION 13**

**MANAGEMENT PERSONNEL CLASSIFICATION AND COMPENSATION**

*Effective July 12015*

<b>Position</b>	<b>Grade</b>	<b>Minimum</b>	<b>Control Point</b>	<b>Maximum</b>
Community Development Director	M19	\$101,227.59	\$126,533.94	\$139,187.12
Public Works Director	M19	\$101,227.59	\$126,533.94	\$139,187.11
Administrative Services Director	M18	\$91,922.34	\$114,990.69	\$126,489.34
Parks & Recreation Director	M17	\$86,120.36	\$104,516.02	\$114,967.85
Civil Engineer	M16	\$74,285.44	92,950.31	\$102,143.20
Human Resources/Risk Manager	M14	\$67,305.15	\$84,131.44	\$92,544.04
City Clerk	M14	\$67,305.15	\$84,131.44	\$92,544.04
Assistant to City Manager	M14	\$67,305.15	\$84,131.44	\$92,544.04
Senior Planner	M14	\$67,305.15	\$84,131.44	\$92,544.04
Building Inspector/Plan Check	M12	\$58,248.42	\$72,812.36	\$80,093.25
Finance Supervisor	M12	\$58,248.42	\$72,812.36	\$80,093.25
Environmental Coordinator	M12	\$58,248.42	\$72,812.36	\$80,093.25
Public Works Supervisor	M12	\$58,248.42	\$72,812.36	\$80,093.25
Emergency & Volunteer Service Coordinator	M12	\$58,248.42	\$72,812.36	\$80,093.25
Code Compliance Supervisor	M11	\$54,691.15	\$68,363.94	\$75,199.80

## APPENDIX A

### **City of Carpinteria Policy on Public Employee Personal Use of Telecommunication Equipment, Electronic Mail, Voice-Mail and other computer systems**

#### PURPOSE

City-owned telecommunication equipment, computer hardware and software is intended to be used for business purposes. Electronic mail, known commonly as e-mail, is now a primary vehicle for communication in the workplace. As the use of e-mail increases, the need for a clear and comprehensive City's policy on personal use of City equipment becomes important to clarify the rights and obligations of employees and as a protection from potential liability for employers.

#### POLICY

The City maintains and utilizes as part of its operations a computer system, including e-mail, and a voice-mail system. These systems are provided to assist employees in the conduct of the City's business. All computers to the data stored on them, including e-mail, messages composed as well as all voice-mail are and remain at all times the property of the City. All remain the property of the City. Employees are prohibited from installing or downloading software onto the City's computer system except with the prior authorization of the Administrative Services Director.

Employees should attempt to limit voice-mail and e-mail messages to the conduct of the City's business. Use of the voice-mail and e-mail systems for the conduct of personal business is discouraged. The City reserves the right to prohibit the use of voice-mail and e-mail for the conduct of personal business when deemed appropriate. Other use of computer systems, including use of the Internet and other telecommunicating capabilities, should be limited to the conduct of the City's business unless prior written approval is received from the employee's supervisor.

Except for the right of the City to access data stored on the computer system, including e-mail messages, and to access voice-mail messages as described in this policy, all data stored on the computer system and all messages sent by voice-mail and e-mail are considered to be confidential, and as such are to be accessed only by the employee storing the data, the addressed recipient or at the direction of the addressed recipient. Any exception to this policy must be approved by the Administrative Services Director.

The City reserves the right to retrieve and read any data stored on the computer system and any message composed, created, sent or received on the voice-mail and e-mail systems, as well as Internet usage data, at any time, with or without advance notice to the employee. Although the computer system, including e-mail, and the voice-mail system may accommodate the use of passwords for security, the reliability of passwords for maintaining confidentiality cannot be guaranteed. All passwords must be made known to the City, and passwords not known to the City may not be used. This is due to the need to access employees' computer systems, including

e-mail, and voice-mail systems in the event that an employee is absent or when otherwise deemed appropriate by the City. Employees must therefore assume that any and all voice-mail and e-mail messages and all data stored on the computer system may be read by someone other than the employee storing the data or the intended or designated recipient, and understand the ultimate privacy of data stored on the computer system, including e-mail, and voice-mail messages, cannot be guaranteed to anyone.

The City's policy against unlawful harassment, including sexual harassment, and the City's anti-discrimination policy apply to employees' use of voice-mail, e-mail messages and screen savers as well as any other information transmitted over the City's computer system. Employees should not use any means of electronic communications in a manner that would violate those policies. For example, employees may not communicate messages by computer, voice-mail or other electronic means that would constitute sexual harassment, may not use sexually suggestive screen savers, and may not receive or transmit pornographic, obscene or sexually offensive material or information. As a further example, employees may not use electronic communications to transmit comments or images which are reasonably likely to offend someone on account of his/her age, sex, sexual orientation, race, religious beliefs, national origin, disability, or any of the other factors included in the Equal Employment Opportunity section of this Handbook. Any employee who uses any electronic communications device in a manner which violates this policy will be subject to disciplinary action, up to and including termination of employment.

## DIGITAL DEVICES

Employees may not use any personal e-mail account or any digital or electronic device not owned by the City, including but not limited to any laptop computer, desktop computer, tablet computer, cellular telephone, personal digital assistant, or any other device capable of storing electronic information ("Digital Device") for City business without the City's prior written approval. Digital devices used by employees for City business may be subject to inspection to obtain City-related communications if requested under the Public Records Act.

## APPLICATION

This policy applies to all employees with the City of Carpinteria.

The City reserves the right to prohibit the use of voice-mail and e-mail for the conduct of personal business when deemed appropriate.

## EMPLOYEE RESPONSIBILITY

- Employees will be required to acknowledge that they have read, understand and will abide by the agency's technology policy. Violation of the policy may result in discipline, up to and including dismissal.

- To the extent that, under some circumstance, an employee is allowed to use e-mail for personal purposes the employee does so at his or her own risk. Employees should be aware that deletion of a message or file may not fully eliminate the message from the system.
- ◆ Employees learning of any misuse of the voice-mail, e-mail or other computer system or violations of this policy shall immediately notify the City Manager or his/her designee.

#### MANAGEMENT RESPONSIBILITIES AND GUIDELINES

Management and supervisors are responsible for reasonable enforcement of this policy. Any e-mail information or messages revealed or disclosed under this policy are considered to be of a confidential nature.

## **APPENDIX B**

### **SUBSTANCE ABUSE POLICY**

#### **I. PURPOSE OF POLICY**

It is the City's intent to maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. The City has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency, and success at the City. Employees who are under influence of drug or alcohol on the job, endanger their own health and safety as well as others, and can cause a loss of efficiency, productivity, or a disruptive working environment.

As a condition of continued employment with the City, all employees must abide by and not violate this policy.

The City has established this policy concerning the use of alcohol and drugs, in order to further its interests in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, and operations.

#### **II. DEFINITIONS**

For the purposes of this policy:

A. "Illegal drugs" means any drug or controlled substance that is not legally obtainable or is legally obtainable but has not been legally obtained.

B. "Legal drugs" means any drug, including prescription drugs and over-the-counter drugs, that has been legally obtained and that is not unlawfully sold or distributed.

#### **III. EMPLOYEE ASSISTANCE**

Employees who suspect that they may have alcohol or drug problems, even in the early stages, are encouraged to voluntarily seek diagnosis and to follow through with the treatment as prescribed by qualified professionals. Employees who wish to voluntarily enter and participate in an alcohol or drug rehabilitation program are encouraged to contact the Human Resources Administrator, who will determine whether the City can accommodate the employee by providing unpaid leave for the time necessary for the employee to complete participation in the program. Disclosures made by an employee to the Human Resources Administrator concerning the employee's use of drugs will be treated confidentially and will not be revealed to supervisors unless there is an important work-related reason to do so in order to determine whether it is advisable for the employee to continue working.

Employees should be aware, however, that participation in a rehabilitation program will not necessarily shield them from the imposition of disciplinary action for a violation of this policy, particularly if discipline is imposed for a violation occurring before the employee seeks assistance.

Nothing in this policy is intended to diminish the City's commitment to employ qualified handicapped individuals or to provide accommodation to such individuals as required under state and federal law.

#### IV. USE OF DRUGS

The City recognizes that it may be necessary for employees to use legal drugs from time-to-time. The City also recognizes that an employee who is using legal drugs might become impaired by the drug such that the employee's ability to perform or to perform safely would be compromised. Employees who are involved with maintenance functions, excluding administrative personnel, who know or should know that their use of drugs might endanger their own safety or the safety of some other person, or pose a risk of significant damage to City property or the property of others, are obligated to report such use of drugs to the Human Resources Administrator or the City Manager and obtain Human Resources' or the City Manager's consent to continue working. The City reserves the right to have a designated physician or the employee's own physician determine whether it is advisable for the employee to continue working while taking such drugs. The City further reserves the right to have the employee's physician certify that when return from a leave of absence, the employee will not be using any drugs which might impair the employee's ability to perform the employee's job duties for the City.

If appropriate, the City may restrict the work activities of an employee who is using drugs or require that the employee take a leave of absence while taking such drugs. If the City permits an employee to work while using legal drugs, the employee still cannot report to work in any case if impaired by the use of the drugs if the impairment might endanger the employee's own safety or the safety of anyone else, pose a risk of significant damage to City property or substantially interfere with the employee's job performance or the efficient operation of the City's business. The City may require a medical certificate as a precondition to return to work.

#### V. PROHIBITED CONDUCT

##### A. On-Duty Prohibition of Illegal Drugs and Alcohol

An employee shall not use, possess, purchase, sell, manufacture, distribute, transport, dispense, or be under the influence of any illegal drug or alcohol during working hours, while on City premises, while conducting or performing City business, regardless of location, or while operating or responsible for the operation, custody, or care of City equipment or other property.

B. Off-Duty Conduct

In addition to the restrictions imposed under subsection A above, the use, possession, purchase, sale, manufacture, distribution, transportation, dispensation, or being under the influence of any illegal drug or alcohol while off duty may result in disciplinary action, up to and including termination, if the employee is wearing apparel or there are other circumstances that identifies him/her as a City employee. Such off-duty conduct will be reviewed on a case-by-case basis.

C. Legal Drugs

Employees are prohibited from working while impaired by the use of any drug whenever such impairment might endanger the safety of the employee or some other person, pose a risk or significant damage to City property or equipment, or substantially interfere with the employee's job performance or the efficient operation of the City's business or equipment.

VI. TESTING FOR ILLEGAL DRUGS AND ALCOHOL

A. Job Applicants

Applicants receiving a conditional offer of employment for the designated safety sensitive positions of Maintenance Technician, Maintenance Worker I, Maintenance Worker II, Lifeguards and Code Compliance Officers shall be subject to a urine and/or blood test for the presence of illegal drugs or alcohol. The City may refuse to employ an applicant whose test results show the presence of illegal drugs or alcohol. Applicants who are under a physician's care and/or are required to take legal drugs must notify Human Resources or its designee of that fact in writing before the date of the pre-employment examination.

B. Testing of Employees

1. Any employee suspected of being under the influence of illegal drugs or alcohol may be suspended from work and required to submit to a urine or blood test to determine the presence of illegal drugs or alcohol. Such testing may be ordered only by City Manager based upon a reasonable suspicion that an employee is under the influence of any illegal drug or alcohol in violation of this policy. Refusal to undergo a urine or blood test when required pursuant to this policy constitutes insubordination and will result in disciplinary action, up to and including termination.
2. Reasonable suspicion means articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of illegal drugs or alcohol. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:
  - a. a pattern of abnormal conduct or erratic behavior;

- b. observable phenomena, such as direct observation of drugs or alcohol, possession and/or the physical symptoms of being under the influence of illegal drugs or alcohol (e.g., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
- c. conviction for a drug-related offense;
- d. information provided by a reliable and credible source which is independently corroborated; or
- e. newly discovered evidence that the employee has tampered with a previous drug test.

3. The City Manager or supervisor shall document in writing the facts, symptoms, or observations which form the basis for the determination that reasonable suspicion existed to warrant the testing of an employee.

4. Whether the testing is conducted by urine or blood sample shall be at the discretion of the City and/or the physician performing the test.

5. The urine or blood sample will be given and the testing will take place at an approved testing facility, and will be done in a manner to provide the employee with appropriate rights of privacy. Positive results will be reviewed by a licensed physician who will discuss all positive results with the employee to determine if the positive result could have resulted from the use of legal drugs or other causes.

6. Any urine or blood sample showing positive test results will be retested. The physician and/or testing facility will report the test results to the City only if the "retesting" of the sample shows positive results for illegal drugs or alcohol. The positive test results will be made available to the employee.

7. A portion of each sample taken will be properly preserved, and the employee will be allowed to have the sample tested by his or her own physician.

8. The City shall observe all laws and regulations protecting the confidentiality of medical information.

9. Any employee testing positive for illegal drugs or alcohol, or otherwise found to be in violation of this policy will be immediately relieved of duty, without pay, pending further disciplinary action.

10. Any employee who refuses to comply with a request for testing will be considered to be insubordinate and to have had a positive test. Any employee who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or substitution, shall be removed from duty immediately, and will be terminated. Refusal to submit to a test can include an inability to provide a urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

11. Any employee may identify someone suspected of being under the influence of drugs and/or alcohol to any supervisory or management personnel. Employees should realize, however, that it is against the City policy to make false or malicious statements about other employees and doing so can result in disciplinary action being taken against the offending employee. A supervisor/manager must witness first-hand the employee's signs and symptoms.

## VII. DISCIPLINARY GUIDELINES

### A. Causes for Immediate Termination

Any violation of this policy may result in immediate termination, particularly whenever the prohibited conduct:

1. involves the sale, manufacture, possession, distribution, or dispensation of illegal drugs in violation of this policy; or
2. causes injury to the employee or any other person, or, in the sole opinion of the City, endangered the safety of the employee or any other person; or
3. results in significant damage the City property or equipment or, in the sole opinion of the City, posed a risk of significant damage; or
4. involves an employee who has not completed the probationary period or was a seasonal/part time or temporary employee.

### B. Discretion Not to Terminate

The City, in its sole discretion, may choose not to terminate an employee for first violation of this policy. However, all violations of this policy may result in disciplinary action up to and including termination. The nature of such disciplinary action will depend upon the circumstances of each case, including a consideration of the following factors:

1. the circumstances under which the violation of the policy occurred;
2. the employee's participation in and satisfactory completion of a drug or alcohol abuse assistance or rehabilitation program;
3. the employee's length of City service; and
4. the history of employee's job performance with the City.

### C. Effect of Criminal Conviction

An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any City-related activity or event will be deemed to have violated this policy.

### D. Effect of Second Violation

A second violation of this policy by an employee at any time will result in immediate termination.

## APPENDIX C

### CITY OF CARPINTERIA PROHIBITION OF HARASSMENT, DISCRIMINATION AND RETALIATION POLICY

#### A. PURPOSE

It is the City's intent and the purpose of this Policy to provide all employees, officer and officials, applicants, and contractors with an environment that is free from any form of unlawful harassment, discrimination or retaliation as defined in this Policy and as provided under federal and state law. This Policy prohibits unlawful harassment or discrimination on the basis of any of the following protected classifications: an individual's race, religion, color, sex (which includes gender, pregnancy, childbirth or related medical conditions), gender identity or expression, sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, citizenship status, military status, veteran status, marital status, age, medical condition, and physical or mental disability (whether perceived or actual).

It is also the policy of the City to provide a procedure for investigating and addressing complaints of alleged harassment, discrimination and retaliation in violation of this Policy. The protection from harassment and discrimination includes protection from retaliation against an employee for his or her having taken action either as a complainant, or for assisting a complainant in taking action, participating in an investigation, or for acting as a witness or advocate on behalf of an employee in a legal or other proceeding to obtain a remedy for a breach of this Policy.

#### B. POLICY

The City has zero tolerance for any conduct that violates this Policy. Conduct need not rise to the level of a violation of law in order to violate this Policy. Instead, a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions. If you are in doubt as to whether or not any particular conduct may violate this Policy, contact a manager, department head, or the Human Resources Administrator, and, if applicable, do not engage in the conduct and seek guidance from a manager, department head or the Human Resources Administrator.

#### C. DEFINITIONS

##### a. **Protected Classifications:**

This Policy prohibits harassment or discrimination because of an individual's protected classification(s). "Protected Classification" includes race, religion, color, sex (which includes gender, pregnancy, childbirth or related medical conditions), gender identity or expression, sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, citizenship status, military status, veteran status, marital status, age, medical condition and physical or mental disability (whether perceived or actual).

**b. Policy Coverage:**

This Policy prohibits City officials, officers, employees, and contractors from harassing or discriminating against applicants, officers, officials, employees, and contractors 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. Third parties such as visitors to City Hall are also prohibited from engaging such harassment or discrimination. Any such alleged harassment or discrimination should be reported immediately as provided in this Policy.

**c. Discrimination:**

This Policy prohibits treating individuals differently or otherwise discriminations against an individual because of the individual's Protected Classification as defined by this Policy.<sup>1</sup>

**d. Harassment:**

By definition, harassment based on an individual's protected classification as defined by this policy, including sexual harassment, is not within the course and scope of an individual's employment with the City. Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive or hostile working environment or interferes with work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment. Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or cartoons regarding an employee's Protected Classification.. The following are some examples of behavior that can constitute harassment:

- **Verbal harassment**, such as epithets (nicknames and slang terms), derogatory or suggestive comments, jokes or slurs, including graphic verbal commentaries about an individual's body, or that identify a person on the basis of his or her Protected Classification. Verbal harassment may include comments on appearance and stories that tend to disparage those of a Protected Classification.
- **Visual forms of harassment**, such as derogatory posters, notices, bulletins, cartoons, drawings, sexually suggestive objects, or e-mails on the basis of a Protected Classification.
- **Physical harassment**, such as assault, touching, impeding or blocking movement, grabbing, patting, propositioning, leering, making express or implied job related threats in return for submission to physical acts, mimicking, taunting, or any physical interference with normal work or movement.

- **Sexually harassing conduct** in particular includes all of these prohibited actions as well as other unwelcome conduct such as requests for sexual favors, unwelcome sexual advances, or verbal or physical conduct of a sexual nature (like name calling, suggestive comments, or lewd talk).
- **Romantic or sexual relationships** between supervisors and subordinate employees are discouraged. There can be an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing. To avoid possible claims of sexual harassment, if a supervisor intends to enter into a romantic or sexual relationship with a subordinate employment, the supervisor must inform the Human Resources Administrator so that appropriate steps can be taken to minimize the risk of possible claims of sexual harassment.

#### **D. RETALIATION**

Retaliation against an employee who reports or provides information in good faith about harassment or discrimination is strictly prohibited, as is retaliation against an employee for his or her having taken action either as a complainant, or for assisting a complainant in taking action, participating in an investigation, or for acting as a witness or advocate on behalf of an employee in a legal or other proceeding to obtain a remedy for a breach of this Policy. Any act of retaliation violates this Policy and will result in appropriate disciplinary action. Examples of actions that might be retaliation against a complainant, witness or other participant in the complaint process include: (1) singling a person out for harsher treatment; (2) lowering a performance evaluation; (3) failing to hire, failing to promote, withholding pay increases, assigning more onerous work, abolishing a position, demotion or discharge; or (4) real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.

Before a supervisor or manager attempts to insulate or protect a complainant by changing his or her work environment or schedule or duties or by transferring the complainant to another, the supervisor or manager should contact the Human Resources Administrator.

#### **E. REPORTING HARASSMENT, DISCRIMINATION OR RETALIATION**

An applicant, employee, officer, official or contractor who feels he or she has been harassed, discriminated against or retaliated against in violation of this Policy should report the conduct immediately as outlined below so that the complaint can be resolved quickly and fairly.

All employees involved in the complaint process may be represented by a person of their choosing and at their own expense.

### **1. Object to the Conduct**

Sometimes an individual is unaware that his/her conduct is offensive. In these situations the offensive behavior may be eliminated by simply informing the offender that the conduct or language in question is unwelcome and offensive and request that it be discontinued immediately.

A person who believes he/she is being harassed is encouraged to use this process. When the conduct in question continues after the offending person has been informed it is offensive, or if a person does not feel comfortable talking to the offending person directly, the employee should make a report in accordance with subsection 2 below or go directly to the formal reporting process.

### **2. Oral Report**

If a person who believes that this Policy has been violated does not want to confront the offending person, he/she should report the conduct to a supervisor, any City management employee, or the Human Resources Manager. Any supervisory or management employee who receives such a report must in turn direct it to the Human Resources Administrator. The Human Resources Administrator will determine what level of investigation and response is necessary.

### **3. Written Process**

An individual who believes this Policy has been violated and does not feel comfortable using the process outlined above may provide a written complaint to a supervisor, or any management employee who in turn must direct the complaint to the Human Resources Administrator. Individuals are encouraged to use the Confidential Complaint Form for this purpose.

## **F. CITY'S RESPONSE TO COMPLAINT OF HARASSMENT, DISCRIMINATION OR RETALIATION**

### **1. Investigation**

Upon receipt of a complaint of alleged harassment, discrimination or retaliation, the Human Resources Administrator will be responsible for coordinating a thorough investigation (unless he/she is named in the complaint). The Human Resources Administrator may hire an outside investigator if the City deems appropriate. The type of investigation undertaken, and the party chosen to conduct the investigation will depend on the nature of the complaint made and will be determined by the Human Resources Administrator. The Human Resources Administrator will report the status of investigations to the City Manager as appropriate.

The Human Resources Administrator, in concurrence with the City Manager, may take interim action to diffuse volatile circumstances, such as placing the alleged perpetrator on paid administrative leave or temporarily transferring the alleged perpetrator. Generally, no interim action should be taken to change the complaining individual's working conditions unless the complaining individual voluntarily consents to the temporary change or the Human Administrator determines that doing so is appropriate under the circumstances.

The City attempts to take a proactive approach to potential Policy violations and may conduct an investigation regarding possible harassment, discrimination or retaliation in appropriate circumstances, regardless of whether or not the recipient of the alleged action or a third party reports a potential violation.

At the conclusion of the investigation, if it is determined that the alleged conduct did not occur or that this Policy was not violated, the Human Resources Administrator will notify the complainant and the alleged perpetrator, if appropriate, of the general conclusion(s) of the investigation and whether any further action is warranted.

## **2. Remedial and Disciplinary Action**

If the investigation determines that the alleged conduct occurred or that the conduct otherwise violated this Policy, the City will notify the complainant and perpetrator of the general conclusion(s) of the investigation and take effective remedial action that is designed to discipline the perpetrator and deter future violations of this Policy. Any employee or officer determined to have violated this Policy will be subject to disciplinary action, up to and including termination. Disciplinary action may also be taken against any official, supervisor or manager who condones or ignores potential violations of this Policy, or who otherwise fails to take appropriate action to enforce this Policy.

Any official contractor or other non-City employee found to have violated this Policy will be subject to appropriate sanctions.

## **3. Confidentiality**

Every reasonable effort will be made to assure the confidentiality of complaints made under this Policy. Complete confidentiality cannot occur, however, due to the need to fully investigate potential Policy violations and take effective remedial action.

## **G. RESPONSIBILITIES OF EMPLOYEES, MANAGEMENT AND SUPERVISORY EMPLOYEES**

### **1. Employees**

In order to establish and maintain a professional working environment, while at the same time preventing harassment, discrimination, and retaliation, employees are expected to:

- Set an example of acceptable conduct by not participating in or provoking behavior that violates this Policy. Try not to be angry or insulted if an individual tells you that your behavior

is offensive. People have different ethical values and standards and may be offended by behavior you think is proper. When appropriate, tell the individual you did not realize your behavior was offensive, and immediately cease the conduct.

- Let fellow employees know when you consider behavior offensive. The City hires people from a wide variety of cultural and ethnic backgrounds, and an individual may not realize behavior he or she thinks is proper could be seen by others as offensive.
- Report harassment, discrimination or retaliation as quickly as possible, whether the employee is the target of the conduct or a witness.
- If an employee witness's harassment, he or she should report it to a supervisor, manager or the Human Resources Manager, and may tell the individual being harassed that the City has a policy prohibiting such behavior, and that he or she can demand that the harasser cease the behavior.
- Fully cooperate with the City's investigation of complaints made under this Policy.

## **2. Managers and Supervisors**

In addition to the responsibilities listed above, managers and supervisors are responsible for the following:

- Implementing this Policy by taking all complaints seriously and modeling behavior that is consistent with this Policy. Direct all complaints to the Human Resources Administrator.
- Take positive steps to eliminate any form of harassment, discrimination or retaliation observed or brought to his/her attention.
- No department director, manager, supervisor or other employee may retaliate through any action of intimidation, restraint, coercion or discrimination.
- Monitoring the work environment and taking appropriate action to stop potential Policy violations.
- When appropriate, follow up with those who have complained to ensure the behavior complained of has ceased.

## **H. Option to Report to Outside Administrative Agencies**

Sexual harassment and retaliation for opposing sexual harassment or participating in investigations of sexual harassment are illegal. In addition to notifying the Company about harassment or retaliation complaints, affected employees may also direct their complaints to the California Department of Fair Employment and Housing (DFEH), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one (1) year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is

valid and settlement efforts fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Council (FEHC) or file a lawsuit in court. Both the FEHC and the courts have the authority to award monetary and non-monetary relief in meritorious cases. You can contact the nearest DFEH office or the FEHC at the locations listed in the City's DFEH poster or by checking the state government listings in the local telephone directory.

**Management Personnel  
Classification and Compensation Information  
Effective July 1, 2015**

Position	Department	Grade	Minimum	Control Point	Maximum
Community Dev. Director	CCD	M19	\$101,227.59	\$126,533.94	\$139,187.11
Public Works Director	Public Works	M19	\$101,227.59	\$126,533.94	\$139,187.11
Adm Services Director	Finance	M18	\$91,992.34	\$114,990.69	\$126,489.34
Parks & Recreation Director	Parks & Recreation	M17	\$86,120.36	\$104,516.02	\$114,967.85
Civil Engineer	Public Works	M16	\$74,285.44	\$92,950.31	\$102,143.20
HR/Risk Manager	Human Resources	M14	\$67,305.15	\$84,131.44	\$92,544.04
City Clerk	General Government	M14	\$67,305.15	\$84,131.44	\$92,544.04
Assistant to City Manager	General Government	M14	\$67,305.15	\$84,131.44	\$92,544.04
Senior Planner	CCD	M14	\$67,305.15	\$84,131.44	\$92,544.04
Building Inspector/Plan Check	CCD	M12	\$58,248.42	\$72,812.36	\$80,093.25
Finance Supervisor	Finance	M12	\$58,248.42	\$72,812.36	\$80,093.25
Environmental Coordinator	Public Works	M12	\$58,248.42	\$72,812.36	\$80,093.25
Public Works Supervisor	Public Works	M12	\$58,248.42	\$72,812.36	\$80,093.25
Emerg & Vol Serv Coordinator	General Government	M12	\$58,248.42	\$72,812.36	\$80,093.25
Code Compliance Supervisor	Code Compliance	M11	\$54,691.15	\$68,363.94	\$75,199.80

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CITY OF CARPINTERIA