

RESOLUTION NO. 17-04

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES,
STATE OF CALIFORNIA REPEALING AND RESTATING RESOLUTION 08-76
ESTABLISHING PERSONNEL SYSTEM RULES**

WHEREAS, the Town Council is authorized under the provisions of Ordinance 89-06 to adopt rules for the administration of the personnel system created in said ordinance; and,

WHEREAS, the objectives of these rules are to facilitate efficient and economic services to the public, and to provide for an equitable system of personnel management to attract and retain a quality work force; and,

WHEREAS, the Town of Mammoth Lakes Municipal Code designated the Town Manager, or his or her designee, as the Town Personnel Director; and,

WHEREAS, within the limits of administrative feasibility, considerable latitude shall be given to the Town Manager, or his or her designee, in the interpretation of these rules; and,

WHEREAS, given the length of time that has passed since Resolution 08-76 was adopted on October 1, 2008, it is appropriate to update portions of the Personnel System Rules based on changes in local, state, and federal law, precedent set by rulings in state and federal court decisions, and other updates as deemed necessary by the Town Council of the Town of Mammoth Lakes; and,

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Mammoth Lakes does hereby repeal and restate Resolution 08-76 and does hereby adopt the following Personnel Rules as provided in Exhibit A.

APPROVED AND ADOPTED THIS 18th DAY OF JANUARY, 2017.



SHIELDS RICHARDSON, Mayor

ATTEST:



JAMIE GRAY, Town Clerk

Exhibit A

Personnel Rules



**TOWN OF MAMMOTH LAKES
POLICIES AND PROCEDURES**

SUBJECT: PERSONNEL RULES

Number: 200.01
Effective Date: 01/2017
Revised:
Authority: Town Council
Adopted by Resolution No.: R17-04
Town Manager: *Dan Holle*

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PERSONNEL RULES

ARTICLE 1 – PURPOSE AND SCOPE

1.1. Adoption of Rules: The personnel system set forth in these Personnel Rules (hereinafter “Rules”) are adopted in accordance with the provisions of Town Municipal Code Chapter 2.44, PERSONNEL SYSTEM, as an equitable and uniform procedure for dealing with personnel matters. These Rules supersede any prior rules and regulations and may be changed only upon approval of the Town Council. Amendments must be in writing and approved by resolution of the Town Council. Whenever such amendments affect the wages, hours, or other terms or conditions of employment, they shall be subject to the meet and confer process as required by law.

1.2. Application of Memoranda of Understanding: Where an applicable Memorandum of Understanding (MOU) between the Town and a recognized employee organization contains provisions that are inconsistent with any of these Rules, the language contained in the Memorandum of Understanding shall govern.

1.3. Limit of Rules: Nothing in these Rules shall be deemed to supersede state or federal law. If there is any conflict between these Rules and applicable law, such applicable law (federal, state, Town ordinances, or resolutions) shall take precedence. If there is a conflict between these Rules and an administrative regulation, these Rules prevail. For Public Safety Officers as that term is determined by law, in the event of a conflict between the Public Safety Officers Procedural Bill of Rights (POBR) and these Rules, the POBR shall control.

1.4. Application of Rules: The provisions of these Rules shall apply to all offices, positions, and employees in the competitive service of the Town as provided for under the Town Municipal Code Chapter 2.44 or as otherwise indicated within a specific provision of these Rules.

1.5. Departmental Rules: Department Heads may develop, implement, and revise as necessary any departmental policies, procedures, rules, and regulations pertaining to unique operational requirements and their effect upon departmental personnel as are needed for the full performance of duties and responsibilities and which are not contrary to these Rules.

1.6. Administration of Rules: The Town Manager or designee shall administer the Town personnel system. The Town Manager shall (per Chapters 2.08 and 2.44 of the Town Municipal Code):

- serve as the Personnel Director and appoint, remove, promote, and demote any and all officers and employees of the Town except elected officers and the Town Attorney subject to all applicable personnel rules and regulations which may be adopted by the Town Council;
- act as the appointing authority for the Town;
- administer all the provisions of the Personnel Rules;
- prepare and recommend to the Town Council, Personnel Rules, revisions, and amendments;
- prepare or cause to be prepared, a position classification plan, including class specifications, and revisions to the plan;
- have the authority to discipline employees in accordance with the Personnel Rules of the Town, and;
- provide for the publishing and posting of notices for positions; the receiving of applications therefor; the conducting of interviews, and; perform any other duty that may be required to administer the personnel system.

Whenever the term "Town Manager" is used in these Rules, it shall include the Town Manager or designee to carry out any function required by these Rules. When any officer or employee other than the Town Manager is assigned a duty or responsibility under these Rules, such assignment is subject to the direction and control of

the Town Manager and the Town Manager shall have the right to perform such duty or responsibility or to assign it to any other officer or employee.

1.7. Equal Employment Opportunity: It is the policy of the Town of Mammoth Lakes to provide equal opportunity in employment for all persons to prohibit discrimination in employment. This policy of equal employment opportunity applies to and must be an integral part of every aspect of personnel policy and practice in the employment, development, advancement, and treatment of employees to the extent permitted by law.

1.7.1. This Equal Employment Opportunity policy applies to all applicants, officers, volunteers, and employees, including at-will employees.

1.7.2. The Town shall not discriminate against qualified employees or applicants for employment on the basis of actual or perceived race, color, religion, gender, gender identity, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, pregnancy or related medical condition, sexual orientation, or any other basis protected by law, or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics. The Town shall afford equal employment opportunity to all qualified applicants or employees with respect to compensation and all terms and conditions of employment, including hiring, training, promotion, transfer, discipline, and termination.

1.8. Rights of Management: The adoption of these Rules shall not be deemed a waiver or surrender of any management prerogative in relation to the organization or the necessity of any department or position.

1.9. Violation of Personnel Rules: Each employee is responsible to comply with these Rules and any amendments hereto. Violation of the provisions of these Rules shall be grounds for disciplinary action, up to and including dismissal.

1.10. Employment Constitutes Acceptance of Rules: In accepting employment or continuing employment with the Town of Mammoth Lakes, each employee agrees to be governed by and to comply with the merit system and Personnel Rules, and rules, regulations, and directions of the department in which they are employed.

1.11. Suspension of Rules: In the event of a declared emergency, any part or all of these Rules may be suspended by order of the Town Manager and such suspension shall remain in effect until the Town Manager's order is withdrawn.

1.12. Oath of Office: Every employee of the Town, shall, on their first day of employment, take the constitutional oath, with said oath to be filed with the Town Clerk.

ARTICLE 2 – DEFINITIONS

2.1. Definition of Terms: All words and terms used in these Rules or in any administrative procedures dealing with personnel policies or procedures shall be defined as they are normally and generally defined in the field of personnel administration, unless from the context hereof it clearly appears that a different meaning is intended. For the purpose of convenience, however, the words and terms most commonly used are defined.

2.2. Advancement: A salary increase within the limits of a pay range established for a class.

2.3 Allocation: The official assignment of an individual position to its appropriate class on the basis of the duties performed and the authority and responsibilities exercised.

2.4. Anniversary Date: The date on which a probationary or regular employee's performance is evaluated and the date upon which the employee is eligible, on the basis of job performance for a prescribed period, for a merit salary increase within the established salary range.

2.5. Applicant: A person who has submitted a complete application for employment with the Town in accordance with these Rules.

2.6. Appointing Authority: The Town Manager is the final appointing authority.

2.7. Appointment: The offer and acceptance of a position in the Town service in accordance with these Rules.

2.8. At-Will Service: The service of an employee which does not provide a legal right to continued employment, and who therefore may be disciplined or discharged with or without cause for any non-discriminatory reason and without the right of appeal. At-will employees have no right to appeal any discipline or termination and are not eligible to utilize the grievance procedure.

2.9. Business Day: A day that the Town Offices are open for business including days open by appointment only.

2.10. Candidate: Any person who has been accepted for participation in an examination.

2.11. Certified Employee Organization: An employee organization that has been certified by the Town of Mammoth Lakes as representing the majority of the eligible employees in an appropriately designated employee representation unit and shall be considered to represent all the employees of that unit as provided for under the Town's Employer – Employee Resolution 89-42.

2.12. Class or Classification: A group of positions sufficiently and substantially similar in duties, authority, responsibilities, and minimum qualifications for employment to permit combining them under a single title and the application of common standards of selection and compensation.

2.13. Class Series: Two or more classification levels which have similar duties and responsibilities, but are distinguished from each other by degree of difficulty, duties, and level of responsibility.

2.14. Classification Plan: A plan which sets forth all of the classes of all positions in Town service and a written specification which includes the class title and general description of the work, a summary statement of duties and responsibilities, desirable qualifications for appointment, and may include such other pertinent information as the Town Manager may deem desirable.

2.15. Compensation: The salary, wage, allowances, and all other forms of valuable consideration earned by or paid to any employee by reason of said service in any position, but do not include reimbursements as required by law or Town policy.

2.16. Competitive Service: All regular positions in permanent employment in the service of the Town, except those excluded by the personnel ordinance (Municipal Code Chapter 2.44).

2.17. Continuous Recruitment: A recruitment conducted for an unlimited amount of time for a particular class which is designed to be either open or promotional, or both; and the examination consists of the same or comparable tests of qualifications which may be administered periodically; and as a result of which, names of eligible candidates may be added to an existing employment list for the duration of such list.

2.18. Continuous Service: Employment on a regular basis which is not interrupted by terminations or leaves of absence for a period in excess of six (6) months other than for military leave.

2.19. Day: A calendar day unless otherwise stated.

2.20. Demotion: A change in status of an employee, either voluntary or involuntary, involving the movement of an employee from one class to another class having a lower maximum rate of pay.

2.21. Disciplinary Action: An action taken against an employee for cause, and shall include without limitation any of the following, either alone or in combination: oral reprimand; written reprimand; suspension without pay; disciplinary demotion; reduction in step within range; or, dismissal.

2.22. Dismissal: The involuntary separation of an employee from Town service.

2.23. Eligible Candidate: A person who has earned a place on an employment list established by competitive examination.

2.24. Employment Date: The effective date of an employee's initial appointment to a regular position within the competitive service for purposes of accruing benefits and determining years of Town service.

2.25. Employment List: A record of the names of eligible candidates who are qualified for a position. Such lists may be designated as a re-employment, reinstatement, promotion, or open employment list.

2.26. Employment Status: The type of an employee's appointment, such as regular, probationary, regular part-time, or limited service.

2.27. Examination: The process by which employment decisions are made for regular status positions, including but not limited to application screening, written tests, oral interviews, performance tests, background investigations, assessments of physical or mental condition, and probation periods. Examinations may include the following:

2.27.01. Open Examination: A competitive examination for a particular class in which applications are invited from all qualified persons, regardless of whether or not they are employed by the Town.

2.27.02. Internal Examination: A competitive examination for a particular class in which applications are invited from all qualified employees including regular, regular part-time, and eligible limited term employees.

2.27.03. Promotional Examination: A competitive examination of a particular class which is only available to current regular employees, within that class who meet the qualifications for the class or are otherwise permitted to take such an examination.

2.27.04. Promotional Classification Examination: An examination of a particular classification which is only available to current regular employees who currently hold a position in a lower class within the same class series.

2.28. FLSA: The Fair Labor Standards Act.

2.29. FLSA Exempt: FLSA exempt employees are not eligible for overtime compensation.

2.30. FLSA Non-Exempt: FLSA non-exempt employees are eligible for overtime compensation.

2.31. Grievance: An alleged violation, misapplication, or misinterpretation of a Memorandum of Understanding (MOU), by the recognized employee association, an employee, or group of employees whose position classification(s) is within a recognized employee organization. Employee evaluations and disciplinary actions are not subject to grievance.

2.32. Incumbent: A person legally occupying a position in Town Service.

2.33. Job Description: A written statement of the general duties and responsibilities of a classification and the minimum qualifications, skills, abilities, and knowledge required to perform them. The descriptions are descriptive and explanatory and not restrictive. They are also referred to as a class specification or position description.

2.34. Lay-Off: The involuntary separation of one or more employees from the workforce occasioned by the abolishment of a position or positions or the reduction in number of employees in a given class. Layoffs can arise from a variety of circumstances including, but not limited to, a reorganization, reassignment, service-level adjustment, lack of work, lack of funds, or economic necessity.

2.35. Limited Term Employee: Employees in these types of positions are “at-will” and are not provided full-time employment throughout a fiscal year and are not in a regular status. The kinds of positions assigned to limited term include temporary, part-time, seasonal, or positions hired due to an emergency. Appointment to such positions are non-competitive and incumbents do not acquire status in the class to which assigned by virtue of such employment. Positions are not entitled to benefits unless otherwise required by federal or state law or specifically provided by the Town at its sole discretion.

2.36. Part-Time Position: A type of limited term position to which a person is employed in a regularly budgeted position for a defined term and who works less than 999 hours in a fiscal year.

2.37. Personnel System: Municipal Code Chapter 2.44 provides the legal authority and requirements for a personnel system, including the adoption and application of these Rules for the Town of Mammoth Lakes.

2.38. Position: A group of duties and responsibilities in the competitive service requiring the full-time or limited service employment of one person.

2.39. Probationary Period: The final step of the recruitment, examination, and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties of the position. Successful completion of the probationary period, as memorialized in writing indicating successful completion, is required for an employee to attain regular permanent status. Probationary employment is “at-will” and not eligible for any appeal or hearing upon termination.

2.41. Promotion: The advancement of an employee from a position in one classification to a position in another classification having a higher maximum salary range.

2.42. Provisional Appointment: An appointment of a person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of available eligible candidates on an employment list.

2.43. Provisional Employee: An employee appointed to fill a position vacancy for a limited time period when no valid eligibility list exists for that position. Provisional employees are “at-will,” and their provisional appointment may be terminated at any time with or without cause and without right of appeal.

2.44. Regular Employee: An employee in the competitive service who has successfully completed their initial probationary period.

2.45. Regular Part-Time Employee: An employee in the competitive service, who has successfully completed their initial probationary period, who works more than one thousand and forty hours (1040) per fiscal year, but less than two thousand eighty hours (2080) and is eligible to receive prorated benefits as provided by law or Town Policy (i.e. at 30 hours per week, employee meets Affordable Care Act (ACA) requirements and at 1,000 hours per fiscal year, employee meets retirement (PERS) requirements). Such employee is hired for an indefinite term.

2.46. Regular Full-Time Employee in Permanent Status: An employee hired for an indefinite term into a full-time budgeted position (i.e. 40 hours per week or 2080 hours per year), and has successfully completed the probationary period.

2.47. Reclassification: A change in allocation of an individual position by moving it to a higher or lower class, or moving it to another class at the same level of responsibility and rate of pay. Such a move may or may not require a change in actual salary received by the incumbent employee. A reclassification is not a promotion or demotion for salary purposes or anniversary date.

2.48. Reinstatement: The probationary appointment of (a) an employee after the employee who resigned in good standing from a permanent regular position, (b) employee on a re-employment list established due to layoff or, (c) the return of an employee from a non-disciplinary demotion to a position which the employee held not more than one (1) year previously. In each case reinstatement must occur not more than one (1) year from the date of separation. Such reinstatement may be done without further competitive examination, but may be subject to other pre-employment requirements including but not limited to, an updated background investigation, physical examination, and/or drug test.

2.49. Relief of Duty: The temporary assignment of an employee to a status of leave with pay, which may also be referred to as “Administrative Leave”.

2.50. Resignation: The voluntary separation of an employee from Town service.

2.51. Salary Range: A series of progressive steps between a specific minimum and maximum pay rate, also referred to as a “pay range”.

2.52. Salary Schedule: The composite of salary ranges assigned to specific positions in Town service.

2.53. Seasonal Position: An “at-will” position of limited service status, which is recurrent and does not provide regular full-time employment. Seasonal employment is limited to less than 999 hours in any fiscal year, counting all time spent in one or more seasonal positions.

2.54. Seniority in Town Service: Seniority in Town service is based on the employee’s number of continuous years in Town service measured from the employee’s original hire date. Seniority in classification is based on the number of continuous years of service in the present or higher classification.

2.55. Supervisor: An individual authorized to assign and evaluate the work of another employee. Every employee is assigned an immediate supervisor, though they may receive direction from other supervisors, managers, and/or Department Heads.

2.56. Suspension: The temporary separation from service of an employee without pay for disciplinary purposes.

2.57. Temporary Position: A type of limited service position to which a person is appointed on a temporary basis and which is not an authorized regular position or a regular position for a limited period of time, either full-time or part-time. Temporary employment is limited to not more than 999 hours in any fiscal year, counting all time spent in one or more temporary positions.

2.58. Termination: The separation of an employee from the Town service. Termination may be by dismissal, layoff, resignation, retirement, work completion, or death of the employee.

2.59. Transfer: The reassignment of an employee from one position to another position in the same classification or another classification having the same maximum salary range, involving the performance of similar duties, and requiring substantially the same minimum qualifications.

2.60. Town: The Town of Mammoth Lakes, California.

2.61. Town Manager: The Town Manager is the Chief Administrative Officer of the Town and is appointed by the Town Council.

2.62. Vacancy: A duly created position which is not occupied and for which monies have been appropriated.

2.63 Written Notice: Written notice constitutes any written correspondence via letter or email.

2.64. "Y"-Rate: The action of "freezing" the salary of an employee when such salary exceeds the maximum rate authorized in the Salary Schedule for the class of said employee. A "Y"-rated position is not eligible for merit increases, cost of living adjustments (COLA) or other salary adjustments until such time that the maximum pay rate exceeds the salary of the employee.

ARTICLE 3 - PREPARATION & MAINTENANCE OF CLASSIFICATIONS

3.1. Classification Plan: The Town Manager shall prepare a Classification Plan which sets forth all of the classes of positions in Town service. The Classification Plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class, and that the same schedules of compensation may be made to apply with equity under similar working conditions to all positions in the same class.

3.1.1. Adoption, Amendment, and Revision of Classification Plan: The Classification Plan shall be approved by the Town Manager and may be amended from time to time when deemed to be in the interest of the Town. Amendments and revisions to the Plan may be suggested by any interested party. When new positions are added to the Classification Plan, such positions will be allocated to an appropriate class by the Town Manager. Prior to finalizing amendments or revisions to the Plan, any recognized employee organization affected will be advised.

3.2. Classification Plan Implementation: The Classification Plan includes position descriptions for all classifications in the competitive service. Position descriptions include but are not limited to, the following information:

- The classification title;
- A general statement of the work to be performed;
- A description of typical duties and responsibilities;
- A description of typical knowledge and abilities required of the classification;
- A statement of the desirable training, experience, qualifications, and licenses of applicants;
- Whether the classification or any of its duties are safety-sensitive;
- Whether the classification is FLSA exempt; and,
- Other information as determined necessary to assist applicants in considering positions.

3.2.1. Interpretation of Class Specifications: The class specifications are descriptive and explanatory and not restrictive. They are intended to indicate the kinds of positions allocated to the various classes and should not be construed as limiting the assignment of duties and responsibilities to any position. The use of a particular expression or an illustration as to duties should not be interpreted to exclude others not mentioned that are of a similar level of responsibility. The class specification should be considered in its entirety and in relation to other classes in the Classification Plan. Consideration should be given to the general duties, specific tasks, responsibilities, qualifications desired, and relation to other positions, as affording together a picture of the kind of employment the class is designed to embrace.

3.2.3. New Positions: A new position shall not be filled within the competitive service until the Classification Plan is amended to provide for the position, any appropriate budgetary approval is obtained from the Town Council (if any is necessary), and the Town Manager authorizes employment for it. Upon creation of a new position, the affected employee organization shall be advised.

3.2.4. Emergency or Temporary Positions: If, upon the request of a Department Head and in the judgment of the Town Manager, it is determined necessary for a department to employ a person or persons on an emergency or temporary basis in an “at-will” position for which there is no classification provided in the Classification Plan, then the Human Resources Manager, in consultation with the Department Head(s) and Town Manager, may authorize such positions and shall fix the amount of compensation, and may determine the minimum qualifications for such additional employees. Such positions shall be limited to not more than 999 hours in a fiscal year.

3.3. Placement of Classes and Positions: The Classification Plan will group positions in the competitive service into classes. Positions within the same class will be substantially similar with respect to duties, authority, decision-making, character of work, and schedules of compensation.

3.3.1 Assignment of Classifications to Bargaining Units: Assignment or reassignment of classifications to appropriate bargaining units shall be determined by the Town Manager. In the event a recognized employee organization disagrees with the determination, the employee organization may, within ten (10) days from the date of determination, request to meet and confer with the Town Manager. Following the meet and confer process, if the employee organization still disagrees with the determination, they may, within ten (10) days from the date of meeting and conferring, request an appeal to the Town Council.

3.4. Classification Review: Review of the classification of a position may occur in the following circumstances:

- a. One or more new positions are under consideration for possible establishment;
- b. Due to a change in organization or methods, a major change of the duties or responsibilities of an existing position is made which may require the reallocation of such position;
- c. Due to the assigned responsibilities and duties of a position being materially changed by the Town to include regular and substantially different work, which require the reallocation of such position;

- d. A new class is created to which a position may be more appropriately allocated; or,
- e. Due to the abolishment or combination of an existing position or class, an amendment to the Classification Plan is required.

The procedure for classification review is as follows:

3.4.1. The Department Head shall report the significant facts relating to such possible changes in writing to the Human Resources Manager.

3.4.2. The Human Resources Manager, upon written request of an employee or their Department Head, may undertake an inquiry of the classification of any position.

3.4.3. Upon either of the above initiations, the Human Resources Manager shall conduct a study of the assigned duties and responsibilities of any such position and the qualifications required, and of the relationships of such positions to other classes of positions in the Classification Plan.

3.5. Reclassification of Position: On the basis of such investigation, the Human Resources Manager will recommend to the Town Manager to make no change in the allocation of the position, reallocate the position to a more appropriate class in the existing Classification Plan, or determine a new class to which the position would be allocated. If the change in work responsibilities and duties necessitate a reclassification, whether to a new or already created classification, the position will be allocated by the Town Manager to a more appropriate class.

3.5.1. Whenever a position is reclassified or reallocated, the existing position is to be deleted and a new position created in the class to which the position is to be assigned.

3.5.2. Whenever reclassification occurs, an employee occupying the position may be retained in the position after it has been reclassified without further competitive examination unless the duties upon which the reclassification is based could have been assigned to any of a number of employees in the same classification. In such a case, a promotional examination is held for the reclassified position. Such an exam is limited to current employees within the classification. If the incumbent in the reclassified position is not successful, they are re-assigned to the position they previously held.

3.5.3. In the event of a reallocation of a part-time position to a full-time position, the Town Manager may reclassify the incumbent part-time employee to full-time or utilize the selection process to fill the reallocated position.

3.5.4. The reclassification of an employee in a position is not considered a promotion or demotion. The salary will be the same, placed at the bottom of any new salary range or be placed on a step that is the closest to the employee's current rate of pay without a reduction in pay. Pay may not exceed the top of the new pay range or employee may be Y-Rated.

3.5.5. A reclassification will not change an employee's hire date or annual evaluation date.

3.6. Work in a Higher Classification: In cases where a position is vacant, or an employee is on an extended leave of absence, the Department Director or the Town Manager may explicitly assign an employee the duties of that position having higher pay and responsibility than his or her own classification. Employees assuming said duties shall receive acting pay. Acting pay shall be the minimum step in the higher classification or not less than 5% above the employee's base pay. Acting pay shall not apply to employees assuming duties for an

employee who is on short term leave (vacation, sick, etc.). Acting pay should begin at the start of the assignment.

ARTICLE 4 - PREPARATION & MAINTENANCE OF COMPENSATION PLAN

4.1. Compensation Plan: A compensation plan will provide salary schedules, salary rates, salary ranges, and steps. Each class in the Classification Plan shall be assigned a salary range or a rate established in the Compensation Plan. All persons employed by the Town shall be compensated in accordance with the Compensation Plan in effect.

4.2. Compensation Plan Establishment: The Town Manager shall prepare and administer the Compensation Plan that includes the following:

- a. The salary ranges for all classifications in the competitive service, showing the minimum and maximum rates of pay;
- b. The salary ranges for limited term employees or other employees not in the competitive service;
- c. The salary ranges for at-will employees;
- d. Salary for the Town Manager and Town Attorney will be set by the Town Council; and,
- e. The Compensation Plan will be adopted by the Town Council and maintained as the Town's publicly-available pay schedule in compliance with applicable law.

4.3. Survey of Classifications: On a periodic basis, the Town Manager may conduct a survey benchmark of classifications or individual classes. Survey results shall be considered as one of the pieces of information used as a guideline in establishing or modifying compensation for a particular position or classification. Modifications may be recommended and made part of the Compensation Plan resulting from this periodic review.

4.4. Review of Vacant or New Positions: The Town Manager may determine whether any modifications are necessary due to recruitment and retention issues, changes to positions or classifications, including changes to exempt or non-exempt status as part of a review of any vacant classifications or positions.

4.5. Initial Appointment: An employee will be appointed at the minimum rate for the class unless the Town Manager designates a higher salary to obtain qualified applicants.

4.6. Anniversary Dates: Anniversary dates shall be established as follows:

- a. Initial anniversary date shall be defined for employee benefit purposes as the initial date of appointment, or reinstatement to a regular position.
- b. The anniversary date will be reset based on the date of a promotion for the purpose of employee evaluation and potential salary increases.
- c. A provisional employee who is later appointed to regular status in the same position without a break in service shall have as their initial anniversary date the date of appointment to the provisional position.

4.7. Merit System: Advancements in salary shall be based on a merit system. Advancements will not be automatic but will depend upon completion of an annual performance evaluation with a "meets expectations" or higher overall rating.

4.8. Advancement through Salary Range: The following criteria shall apply to all employees within the competitive service:

- a. Step A will be the starting hiring rate, unless a higher initial step is approved under section 4.5.
- b. Employees shall be eligible for advancement to steps within the salary range upon satisfactory completion of an annual performance evaluation. Merit increases shall be granted in single step increments within the salary range for a particular class based upon performance.
- c. If the probationary period is extended beyond 12 months, any step advancement will be withheld until the probationary period is successfully completed and will not be retroactive. An extended probationary period does not change the anniversary date.
- d. Employees are to undergo performance evaluations every twelve (12) months, throughout their employment. The Town shall prescribe appropriate forms for completing performance evaluations and they shall be completed on or before the employee's anniversary date. The Town's performance evaluation includes an opportunity for employees to discuss their concerns and the evaluation process. When a performance evaluation is completed after the employee's anniversary date, salary will be retroactive to the anniversary date.
- e. Employees placed within a salary range and not on a step to step system will receive percentage merit increases not to exceed the top of the salary range.
- f. The maximum merit increase is five percent (5%) unless otherwise provided for in an MOU or employment agreement. Merit increases shall not exceed the top of the salary range.

4.9. Salary Following Change in Status: A change in the status of an employee that impacts the incumbent's salary will be managed consistently.

4.9.1. Salary Following Promotion: When promoted, an employee shall begin at the lowest step that provides a minimum of a five percent (5%) increase from the employee's pre-promotion salary. If the promoted position does not provide for incentive pay or a similar pay increase the employee's promotional increase may be less than five percent (5%) with the reduction of the incentive pay.

4.9.2. Salary Following Demotion (Non-Disciplinary): Upon demotion, an employee shall be assigned to the lower salary range, at the highest step that is below their current rate of pay. A demoted employee for non-disciplinary purposes shall retain the anniversary date from their previous position for purposes of computing eligibility for salary step increases.

4.9.3 Salary Following Demotion (Disciplinary): In the event of a disciplinary demotion, the employee shall be assigned to the step as determined through the disciplinary process. An employee so demoted shall be assigned a new anniversary date with respect to evaluations and step increases, corresponding to their appointment to the new position.

4.9.4. Salary Following Transfer: Where an employee is transferred from one position to another in the same class or to another class to which the same pay range is applicable, the employee retains the same pay step and anniversary date.

4.9.5. Reclassification: When an employee is reclassified to a salary range in which their current salary may be placed, the employee will be placed at the closest step to that previously held. If there is no applicable step, then the employee will be placed at the same salary previously held. If the salary is below the bottom of the new range they will be placed at the minimum pay rate in the new range. If the current salary is above the top of the new pay range the employee will be "Y"-rated.

4.10. Applicable Salary Rate Following Pay Range Increases and Decreases: The process for adjusting salaries that occurs from the change in a pay range or when two related salary transactions happen at the same time will be managed consistently.

4.10.1. Same Relative Step: Where a pay range is revised upward or downward and the incumbents are to receive the same change in salary, the incumbent of a position in the affected class will return to the same relative step in the new pay range. The anniversary date does not change. In ranges with no steps the same relative position within the range will be maintained.

4.10.2. Pay Range Change on Step Advancement Date: In the event that a pay range change becomes effective on an employee's step advancement date, the employee shall first receive any within-range adjustment to which entitled and then receive the corresponding step adjustment.

4.10.3. Pay Range Change on Date of Promotion: In the event that a pay range change becomes effective on the date an employee is promoted to a higher class, the employee shall first receive any corresponding step adjustment to which entitled in the lower class, and then the next higher step promotional adjustment as provided in these Rules.

4.11. Pay Upon Death: In case of employee's death, the Town shall pay the employee's beneficiary any monies due.

4.12. Salary Placement and Advancement of Limited Term Employees: Salary administration for limited term employees will be as follows:

- a. Employees in limited term positions shall start employment at Step A of the employee pay scale unless a sound business reason justifies a placement at a higher step. The Department Head must provide the Human Resources Manager with a justification in writing with a recommendation to be approved by the Town Manager as part of the hiring offer.
- b. All limited term employees should receive annual performance evaluations (or at the end of a season). Employees who return on a seasonal basis are eligible for an additional step increase with an at least "meets expectations" performance evaluation from the previous season and only upon the start of a new season, not to exceed the top of the pay range.
- c. Limited term employees may not be moved above the highest step of the range in which the position resides. Once an employee reaches the end of the pay range for that position, he/she will start the next season at that same step. Other increases may be through a promotion or any pay range increase to the pay scale.

4.13. Biweekly Compensation: In accordance with Town administrative procedures, all employees shall be paid biweekly. Typically, there shall be twenty-six (26) paydays per calendar year. The Town reserves the right to change the normal payroll distribution schedule upon providing the employees with thirty (30) days written notice. Deductions from employees' wages shall be made in accordance with prevailing laws, contract, rules, and regulations.

4.14. Errors in Compensation: Each employee shall review each of their paychecks to ensure the employee was paid correctly. If the employee believes an error or irregularity has occurred, the employee should notify payroll. The Town shall document all errors in compensation and the affected employees shall sign an acknowledgement for any corrections made.

- a. In the event of any underpayment of which the Town becomes aware, the employee shall receive any amount due on the next regular pay check.
- b. In the event an employee receives an overpayment by the Town, the employee shall enter into a repayment agreement to reimburse the Town for the total overpayment and the Town may obtain reimbursement by payroll deduction(s). Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred.

ARTICLE 5 - RECRUITMENTS, EXAMINATIONS, AND APPOINTMENTS

5.1. Policy: It is the policy of the Town of Mammoth Lakes to recruit and select the most qualified individuals for positions in the Town's service. While it is the Town's policy to recruit the best qualified applicants for Town positions, the Town will also (where appropriate) make efforts to promote persons already employed by the Town. The Town will give reasonable notice to all of its employees concerning the Town's employment opportunities. Recruitment and selection shall be conducted in a manner that will ensure open competition, provide equal employment opportunity, and shall prohibit favoritism or discrimination on any basis protected by law.

5.2. Recruitment: Positions to be filled in the competitive service shall be publicized by such methods as the Town Manager deems appropriate. The announcements shall specify the title and pay of the class for which the examination is announced; the nature of the work to be performed; the method by which the candidate can submit an application; and other pertinent information. The recruitment process for positions in the competitive service will follow the general process provided for in these Rules.

5.2.1 Announcement: All announcements for employment shall be publicized by such methods as the Town Manager deems appropriate. The announcements shall specify: the title and pay of the class for which the examination is announced; the nature of the work to be performed; the method by which the candidate can submit an application; and, other pertinent information. Positions to be filled in the competitive service may be publicized by distributing announcements through various outlets including, but not limited to, direct mail to other agencies, publication/advertising sources as deemed advisable and appropriate within the discretion of the Human Resources Manager and in consultation with the affected Department Head(s), and electronic means. The means of announcement may be limited by cost and time. Announcements for open competitive positions will be posted for at least ten (10) days prior to the closing date for receipt of applications. The announcement shall contain all information of importance for consideration by potential applicants, including whether the examination is to be promotional only, open, both promotional and open, or continuously open. When the Town seeks only promotional or internal candidates, distributions will be limited to internal sources with a minimum announcement time frame of five (5) days. Additionally, when distribution of a job announcement would detrimentally delay the filling of a position, the Town, in its sole discretion, may opt to fill the position temporarily from immediately available sources or the time frame may be reduced.

5.2.2. Application Forms: Official application forms shall be available from the Human Resources Department including through the Town's website. Applications shall be made on forms provided by the Human Resources Department. All applications must be submitted on or before the filing deadline stated in the job announcement. If in the interest of the Town, the Human Resources Manager may permit a letter, resume, or other indication of interest to be accepted pending receipt of a properly completed application. Application forms shall require information covering training, experience, and other pertinent information deemed appropriate. All applications must be signed by the person applying certifying to the correctness of all statements made in the application. All applications and examination papers are confidential records to be retained for a period of three years or as provided for in the Town's Record Retention Policy.

5.2.3. Postponement or Cancellation of Selection Process: All applicants shall be notified of postponement or cancellation of a selection process, to a reasonable extent as determined by the Human Resources Manager.

5.2.4. Disqualification: The Town Manager may reject any application which indicates on its face that the applicant:

- a. Does not possess the minimum qualifications required for the position;
- b. Has made any false statement of any material fact;
- c. Falsified required information, or practiced any deception or fraud in an application;
- d. Failed to sign the application (an electronic or fax copy of signatures will be accepted to meet deadlines); or,
- e. Where the application is incomplete so as to prevent a proper evaluation of the applicant's qualifications.

Whenever an application is rejected, notice of such rejection shall be emailed to the applicant by the Town Manager. Defective applications may be, but are not required to be, returned to the applicant with notice to amend the same, providing the time limit for receiving applications has not expired.

The Town Manager may reject any applicant that fails to pass applicable pre-employment testing or examinations (which may include physical/mental examinations and drug/alcohol testing) and a background check regarding the employee's employment history and ability to satisfactorily perform the duties of the position to which the applicant is applying.

The Town Manager may reject any applicant that has their privilege to operate a motor vehicle in the State of California suspended or revoked by the California Department of Motor Vehicles, if driving is job related.

The Town Manager may reject any applicant for any material cause which, in the judgment of the Town Manager, would render the applicant unfit for the particular position for which the application is filed. All applicants that are refused admission to a selection process under any provision of these Rules shall be notified of the refusal.

5.2.5. Employment of Relatives: In the interest of supervision, safety, security, and morale, the Town has the right to regulate the employment of relatives, including immediate family members, in the workplace. For purposes of this policy, "immediate family member" is defined as husband and wife, registered domestic partner, child, or parent (including step or half relationships). An immediate family member shall not be in a supervisory relationship with another immediate family member. Moreover, no immediate family member as defined in this policy herein shall work in the same department in which they report to the same supervisor or Department Head. The Town reserves the right to reject an employment application of, or to transfer, any immediate family member consistent with this policy.

5.2.6. Criminal Conduct: Conviction, including pleas of guilty and nolo contendere, of a misdemeanor or felony may be prima facie disqualification of an applicant for employment; provided, however, that the appointing authority may disregard such conviction if it is found and determined by such appointing authority that mitigating circumstances exist. In making such determination, the appointing authority shall consider the following factors:

- a. The classification, including sensitivity to which the person is applying or being certified and whether the classification is unrelated to the conviction;
- b. The nature and seriousness of the offense;
- c. The circumstances surrounding the conviction;
- d. The length of time elapsed since the conviction;
- e. The age of the person at the time of conviction;
- f. The presence or absence of rehabilitation or efforts at rehabilitation;
- g. Contributing social or environmental conditions, and;

- h. Any other considerations deemed relevant to the performance of the essential functions of the position.

5.3. Examinations and Employment Selection Process: The selection techniques used in the examination process shall be impartial and relate to those subjects which, in the discretion of the Town Manager, fairly measure the relative capabilities of the persons examined to execute the duties and responsibilities of the class to which they seek to be appointed.

5.3.1. Examination Techniques: Examinations shall consist of selection techniques which will test fairly the qualifications of candidates such as, but not necessarily limited to, achievement and aptitude test, other written tests, personal interview, performance tests, physical agility tests, interviews, evaluation of daily work performance, work samples, medical tests, psychological tests, successful completion of prescribed training, or any combination of these or other tests. Physical and/or psychological examinations will be administered only after the Town extends the candidate a conditional offer of employment. The probationary period shall be considered as a portion of the examination process. Examinations shall be designed to provide equal opportunity to all candidates by being based on an analysis of the essential requirements of the class, covering only factors related to such requirements. All candidates who have passed other examinations for the position and have been given a conditional offer of employment will be fingerprinted prior to employment, and be required to submit documentation of proof of the right to work in the United States.

The Town provides employment-related reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act and the Americans with Disabilities Act. If an applicant desires a reasonable accommodation in order to participate in the application or selection process, the applicant should submit a written request to the Human Resources Manager.

5.3.2. Recruitment Plan: When a vacancy occurs and is authorized to be filled, the appropriate Department Head will meet with the Human Resources Manager to review the position and develop a basic recruitment plan. The plan will be based on the particular position and circumstances, and it may include some or all of the following steps:

- a. Job announcement
- b. Selection schedule
- c. Position advertising strategies
- d. Application review process
- e. Composition of application rating and interview panels
- f. Any necessary tests, examinations, and questionnaires
- g. Recommended screening criteria and parameters
- h. Application rating sheet for application review
- i. Interview panel instructions
- j. Interview questions
- k. Interview panel candidate rating sheet
- l. Rating sheet for eligibility list
- m. Other elements as deemed necessary

5.3.3. Examination Process: The examination process for positions in the competitive service will vary based on the type of process selected by the Town Manager. This includes open competitive, open and/or internal promotional, internal, and continuous examination processes.

5.3.3.1. Open Competitive Examination Process: An open selection process shall be held for positions in the competitive service in all beginning level classes in class series, and where there is no lower position from which advancement can be made by a promotional selection process. Additionally, the Town Manager can designate a competitive selection process as open when, in the Town Manager's sole discretion, such procedure is in the interests of the Town, or there are insufficient potentially qualified candidates within the competitive service to be advanced by promotional selection process.

5.3.3.2. Promotional Examination Process: Promotional examinations may be conducted as determined by the Town Manager. Promotional examinations may include any of the selection techniques mentioned in these Rules, or any combination of them. Only regular employees currently in the Town's competitive service, within a specified classification, who meet the minimum requirements set forth in the examination announcements, and with a "meets expectations" rating or higher on their current or immediate preceding performance evaluation may compete in promotional examinations. A six (6) month probationary period will also be part of the examination process.

5.3.3.3. Internal Examination Process: An internal examination may be conducted whenever, in the discretion of the Town Manager, the needs of the Town service require. Internal examinations may include any of the selection techniques mentioned in these Rules, or any combination of them. All current regular and regular part-time employees who meet the requirements set forth in the examination announcements may apply. Limited term employees who have served in their position within the last twelve (12) months, meet the requirements set forth in the examination announcements and have received a "meets expectations" rating or higher on their evaluation for their current or immediate preceding performance evaluation, may compete in an internal examination. A six (6) month probationary period will also be a part of the examination process.

5.3.3.4. Open Continuous Examination Process: Open-competitive continuous examinations may be administered periodically for a single class.

5.3.3.5. Limited Term Returning Employees: In the case of limited term employees, there is an opportunity to rehire previous employees. At the end of a temporary employee's service, their supervisor/Department Head shall complete the appropriate Performance Evaluation Form. The evaluation form shall contain a section for the evaluator to check whether or not the employee is eligible for rehire. The next time the Town hires for the same position, the Human Resources Manager may send conditional offer of employment rehire letters to all former employees who held the position previously and who are eligible for rehire before conducting an open recruitment for the position. Eligible employees will be given a defined period of time in which to accept the offer and notify the Town whether or not they intend to return. At that time, the Human Resources Manager will determine how many former employees will be returning, and whether or not an open recruitment process is required for the position.

5.4. Employment List: As soon as practical after the examination process is concluded, an employment list, consisting of the names of persons successfully passing the examination process shall be prepared and kept available by the Human Resources Manager. The following lists will be kept in accordance with these Rules:

- a. *Open Employment List:* A list of names of persons who have taken an open-competitive examination for a class in the competitive service and have qualified.
- b. *Reemployment List:* A list of employees who have been laid off and are eligible for re-hire.
- c. *Promotional/Internal Employment List:* A list of names of current employees or limited term employees who have taken a promotional or internal examination for a class in the competitive service and have qualified.

Employment lists shall be valid and effective for an original period of one (1) year or until the number of names on the list drops to two (2) or fewer (absent extension, whichever occurs first). The list consisting of three (3) or more names may be extended beyond the original period up to one (1) additional year by the Town Manager if an extension is determined to be in the best interest of the Town. If, following interviews, the Department Head declines to make a selection from a valid list, the list will be considered invalid, and a new recruitment may be conducted to fill the position.

5.5. Types of Appointments: All vacancies in the competitive service shall be filled by transfer, promotion, demotion, re-employment, reinstatement, or from eligible candidates certified by the Town Manager from an appropriate employment list, if available. In the absence of persons eligible for appointment in these ways a provisional appointment may be made in accordance with these Rules.

5.5.1. Appointment from Employment List: When a vacancy should be filled by appointment from a certified list of candidates, an appointment may be made from that list.

5.5.2. Reinstatement: If a vacancy exists, a regular employee who resigned in good standing may, within one (1) year of resignation apply to be reinstated in a position in the class in which they previously served. The Department Head may, in their discretion, recommend reinstatement for the Town Manager's approval. An employee reinstated must serve a full probationary period and is considered a new employee for purposes of leave, seniority, initial salary, and salary increases.

5.5.3. Promotion: An employee may be promoted into a new classification without the Town conducting an examination process when: the employee is the sole employee within the existing classification; the new classification is within the same department and on the "career path" for the employee being considered; the position requirements of the new classification include significant increased responsibilities from the employee's current position requirements; and, there is a need for the new classification in order for the Town to effectively conduct its business.

5.5.4. Transfer: No person shall be transferred to a position for which that person does not possess the minimum qualifications. An employee may be transferred by the Town Manager at any time from one position to another position in a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties and requires substantially the same basic qualifications. If the transfer involves a change from one department to another, both Department Heads must consent thereto unless the Town Manager orders the transfer. Transfer shall not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided in these Rules. The employee will retain the same salary and evaluation date.

5.5.5. Demotion: Upon request of the employee, and with consent of the Town Manager, demotion may be made to a vacant position for non-disciplinary reasons. No employee shall be demoted to a position for which they do not possess the minimum qualifications. Appointment to a position by demotion will be considered for internal recruitments. Nothing prohibits an existing employee from applying for a lower level position through an open recruitment. The appointment of an existing employee to a lower level position through an examination process may be made at the minimum rate in the salary range, or at a higher rate as provided in these Rules.

5.5.6. Appointment: After interview and investigation, the Town Manager shall make appointments from among those certified through examination(s) as provided for in these Rules. The person accepting appointment shall report to the Town Manager, or the Town Manager's designated representative, for processing on or before the date of appointment. If the applicant accepts the appointment and reports for

duty within such period of time as prescribed, the applicant shall be deemed to be appointed; otherwise, the applicant shall be deemed to have declined the appointment.

5.5.7. Internal Appointment: On occasions when the Town has a part-time employee in good standing and who meets the minimum qualifications for an open vacancy for competitive service, it may be appropriate and reasonable for the Town Manager to appoint the employee into the position without an examination process.

5.6. Limited Term Appointments: The Town may make appointments to limited term positions whenever it has a legitimate need to do so, including provisional appointments.

5.7. At-Will Positions: The Town Manager may utilize any process deemed appropriate to fill “at-will” positions.

5.8. Emergency Appointments: The Town Manager may employ on a temporary basis, persons needed without regard to these Rules to meet the requirements of an emergency condition which threatens life, property, or the general welfare of the Town. The Town Manager may employ such persons as may be needed for the duration of the emergency without regard to the personnel ordinance, these Rules, or other rules and regulations affecting appointments. Such employees are “at-will”.

5.9. Probationary Period: The final step of the recruitment, examination, and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties of the position. Successful completion of the probationary period, as memorialized in writing indicating successful completion, is required for an employee to attain regular permanent status. Probationary employment is “at-will” and not eligible for any appeal or hearing upon termination.

5.9.1. Regular Appointment Following Probationary Period: All original appointments shall be tentative and subject to a probationary period of not less than one (1) year of continuous actual service for all new employees. The probationary period does not include any time served under a limited term appointment. The Town Manager may extend such probationary period up to six (6) additional months of continuous actual service with written notification to the probationary employee at least two (2) weeks prior to the end of any probationary period.

Police Officers will have a twelve (12) month probationary period with an extension option of up to six (6) additional months of continuous actual service. Police Recruits (Trainees) will be on probation until their successful completion of the Police Academy. Upon successful completion of the Police Academy, Police Recruits (Trainees) shall immediately be promoted to the classification of Police Officer and be subject to a twelve (12) month probationary period with an extension option of up to six (6) additional months of continuous actual service. All Police Officers will be eligible for a merit increase based on a performance evaluation to be conducted upon twelve (12) months of service.

5.9.2. Promotional Probationary Period: Employees who are promoted will serve a probationary period of six (6) months. This probationary period may be extended up to six (6) additional months by the Town Manager with written notification to the probationary employee at least two (2) weeks prior to the end of any probationary period.

5.9.3. Probationary Performance Evaluations: Supervisors will meet with each probationary employee for the purpose of a performance evaluation and review halfway through the probationary period and again prior to the expiration of the probationary period. A written evaluation by the supervisor will be submitted to the Town Manager and the employee for both the mid-term and final evaluation. Failure to do so will

not be cause for extending probation or, in the case of the mid-term probationary evaluation, granting permanency.

5.9.4. Termination of Probationer: During the probationary period, an employee may be terminated at any time by the Town Manager or designee without cause and without the right of appeal. Written notification of termination shall be served on the probationer.

5.9.5. Termination Following Promotion: An employee does not acquire regular status in the promotional position until the successful completion of the probationary period. If a regular employee is promoted and then terminated during the probationary period following a promotional appointment, the employee shall be reinstated to the position from which the employee was promoted unless grounds for dismissal from the former position are filed and sustained. The employee is not entitled to notice or a hearing for the decision to terminate the employee from the promotional position during probation.

5.9.6. Leave While On Probation: A period of time on approved leave without pay for more than ten (10) consecutive calendar days for any reason is not counted toward completion of the probationary period and the probationary period shall be extended by the number of days the employee is on leave.

5.9.7. Salary Growth of Probationer: Probationary employees may not receive a step increase until the completion of a probationary period, unless otherwise directed by the Town Manager.

ARTICLE 6 - DISCIPLINARY ACTION

6.1. Policy: Prior to the suspension, demotion, reduction in pay, or discharge of a regular employee for disciplinary purposes, the procedure set forth in this section (and as otherwise required by applicable law) shall be followed.

6.2. Grounds for Disciplinary Action: The extent of the disciplinary action shall be commensurate with the offense, and the employee's prior employment history may be considered as pertinent in the determination. Just cause for disciplinary action may include, but is not limited to, any one or any combination of the following:

- a. Fraud or dishonesty in any aspect of work or in securing employment. This includes, but is not limited to, making a false or misleading statement in an interview, on an application for employment, or on any supporting documents furnished with or made part of any application.
- b. Unsatisfactory job performance, i.e. incompetence or the inability to comply with the minimum standard of an employee's position for a significant period of time, or inability to perform essential functions with or without reasonable accommodation.
- c. Inexcusable neglect of duty, such as failure to perform the duties required of an employee within their position.
- d. Insubordination; or insulting or demeaning the authority of a Supervisor or Manager.
- e. Any violation of the Town's Substance Abuse Policy and/or consuming and/or being under the influence of any illegal substance while on duty.
- f. Inexcusable absence without leave, including but not limited to: failure to return to work as scheduled upon expiration of an authorized leave of absence; tardiness; misuse of leave; medical leave; or, family leave in violation of these rules, the provisions of an applicable MOU, or any Town policy.
- g. Conviction of any felony or misdemeanor that negatively impacts the employee's ability to do their job.
- h. Discourteous treatment of any employee, official of the Town, or member of the public while at work, performing work duties, or representing the Town. This includes, but is not limited to, the use of obscene or abusive language, through the use of visual, verbal, text, email, or other methods of communication (this does not pertain to law enforcement activity).

- i. Improper or unauthorized use or possession of Town property or equipment.
- j. Violation of any of the provisions of Town Ordinances as they pertain to the employee's ability to effectively do their job, Resolutions, or any rules, regulations, policies or procedures which may be prescribed by Town Council, Town Manager, or Department Heads.
- k. Any conduct which is of such a nature that it impairs, disrupts, or causes discredit to the public service of the Town, including any such effect on the employee's Department provided that in the case of off-duty conduct there exists a connection to the employee's job or fitness to serve.
- l. Failure to maintain proper decorum during working hours, which impairs, disrupts, or causes discredit to the public service of the Town, including any such effect on the employee's Department.
- m. Inattention to duty, indolence, carelessness, or negligence in the care and handling of Town property.
- n. Theft or any other misappropriation or mishandling of public funds.
- o. Outside employment not specifically authorized by the Town Manager.
- p. Acceptance from any source of a reward, gift, or other form of remuneration by an employee for the performance of their official duties.
- q. Falsification, alteration, or tampering of any Town report or record, or of any report or record required to be filed by the employee.
- r. The disclosure of information that may violate Town, members of the public, or employee rights, such as social security numbers, medical information, or financial information in a manner that violates that person's rights.
- s. Failure to comply with Occupational Safety and Health Administration (OSHA) Safety Standards and Town safety policies.
- t. Carrying firearms or other dangerous weapons at Town facilities at any time, unless authorized to do so.
- u. Improper political activity. Example: Those campaigning for or espousing the election or non-election of any candidate in national, state, county or municipal elections while on duty and/or during working hours, or in a Town uniform on or off duty; or the dissemination of political material of any kind while on duty and/or during working hours or in uniform or by using Town property for such purposes. Activities not affected: Nothing in these Rules shall be construed to prevent any officer or employee from exercising any free speech rights as provided under any federal and state laws, United States and/or California Constitutions or becoming or continuing to be a member of a political club or organization, or from attendance at a political meeting, or from enjoying entire freedom from all interference in casting his vote or from seeking or accepting election or appointment to public office, provided however, that a person holding a position in the competitive service must resign his position in the competitive service upon being elected to the office of any elective office of the Town.

6.3. Types of Disciplinary Action: Supervisors shall discuss deficiencies in performance, conduct, and other matters with subordinates. Such discussions are referred to as "counseling", which is ordinary performance feedback designed to notify an employee of a deficiency and provide an opportunity for improvement. Since such notifications of deficiencies do not constitute disciplinary action under these Rules, they may not be appealed and are not subject to the pre-disciplinary (Skelly) process. Should counseling not resolve the issue, supervisors shall engage in progressive discipline. In cases of gross misconduct, the Town reserves the right to skip any one or any combination of these steps. The Town reserves the right to modify specified timeframes by mutual agreement of the parties.

1. *Oral Reprimand:* A supervisor may reprimand a subordinate verbally for cause as defined in these Rules. A confidential, written record will be made of any oral reprimands and will be placed in the employee's official personnel file. The employee will be advised of the record in their personnel file and will be provided with a copy. An oral reprimand may not be appealed and is not subject to the pre-disciplinary (Skelly) process unless required by law.

2. *Written Reprimand:* A Supervisor may reprimand a subordinate for cause as defined in these Rules by providing the employee a written statement explaining the specific reasons for the reprimand. Such reprimand shall be in writing and addressed to the employee. The employee shall be given the opportunity to respond in writing to the reprimand. A signed copy of the reprimand and of any written response by the employee shall be placed in the employee's personnel file. A written reprimand may not be appealed and is not subject to the pre-disciplinary (Skelly) process unless required by law such as the appeal rights under the Public Safety Officers Procedural Bill of Rights (POBR).
3. *Suspension Without Pay:* An employee may be suspended without pay. An employee subject to suspension will receive prior written notice and appeal rights as provided herein.
4. *Reduction in Step Within Range:* An employee may receive a step reduction. Any reduction will be temporary for a specified period of time. An employee subject to a reduction in pay shall be entitled to prior written notice and appeal as provided herein.
5. *Disciplinary Demotion:* An employee may be demoted in class. An employee subject to demotion shall be entitled to the prior written notice and appeal rights as provided herein.
6. *Dismissal:* An employee may be terminated for cause. A regular employee subject to dismissal shall be entitled to prior written notice and appeal as provided herein.

6.4. Pre-Disciplinary (Skelly) Process: Prior to the suspension without pay, reduction in step within range, demotion, or dismissal of any employee who is subject to these Rules for disciplinary purposes, the procedure set forth below shall be complied with. The only exceptions are if the law (such as the POBR) or a governing MOU that provides a greater protection to the employee, in which case the greater protection shall apply.

1. *Written Notice:* In the case of disciplinary action, the supervisor or designee, shall provide written notice of the intended action to the employee setting forth the following information:
 - a. A description of the discipline to be imposed;
 - b. A statement of the reason(s) for the action;
 - c. The charge(s) (i.e. applicable rules, policies, etc.);
 - d. The effective date(s);
 - e. A copy of all written materials, reports, and/or documents upon which the discipline is based;
 - f. Notice of the employee's right to respond either orally in a conference or in writing;
 - g. The date, time, place, and person to whom response may be made;
 - h. Notice of the employee's right to have a representative of their choice present at the conference, should they choose to respond orally; and,
 - i. Notice that failure to respond within the time specified shall constitute a waiver of the right to respond prior to the final discipline being imposed.
2. *Administrative Leave:* The Town Manager or designee may approve the temporary assignment of an employee to a status of paid administrative leave upon completion of an administrative investigation, or during the disciplinary process.
3. *Employee Review and Response:* The employee shall have ten (10) days from the date of receipt of the notice to respond by submitting a written or oral response. The response shall be made to the person indicated in the notice. In this response, the employee has the opportunity to request a meeting, known as the Skelly meeting.

4. *Skelly Meeting*: The Skelly meeting provides the employee an opportunity to be heard by a management authority who did not participate in the decision to issue the written notice. The management authority is known as the Skelly Officer. The Skelly Officer is chosen by consultation between the Human Resources Department and the supervisor taking the action. The Skelly Officer shall be a Department Head who is reasonably impartial and who has not been directly involved in the activities leading up to the issuance of the written notice. The Skelly meeting shall be scheduled within ten (10) days of receipt of the employee's response.
 - (a) *Representation*: In the Skelly meeting, the employee may be represented by legal counsel and/or by a representative from the employee's bargaining unit.
 - (b) *Skelly Officer*: The Skelly Officer is responsible for hearing the employee's response to the written notice of intended disciplinary action. The Skelly Officer may uphold, modify, or make recommendations to the supervisor on the written notice of intended action.
5. *Final Notice of Disciplinary Action*: After the employee has had an opportunity to respond and the Skelly process is complete, the supervisor or his/her designee shall notify the employee in writing of the Skelly Officer's recommendation, the final disciplinary action to be imposed upon the employee (if any), the reasons for the disciplinary action, the charge(s), and the effective date(s) of the disciplinary action. This notice shall be provided to the employee within ten (10) days of the Skelly meeting. The notice shall also advise the employee of the right to appeal. However, an appeal shall not delay or otherwise impact the effective date of the final discipline.

6.5. Post-Disciplinary Evidentiary Appeal Procedure: If an employee desires to appeal the disciplinary decision issued pursuant to section 6.4, above, the procedures outlined below apply. The following procedures do not preclude parties from informally resolving the disciplinary issue at any stage throughout the process.

1. *Level I: Evidentiary Appeal to the Town Manager*:
 - (a) **Appeal Right**: An employee who wishes to appeal the decision issued in the Notice of Final Disciplinary Action may file an appeal to the Town Manager within ten (10) days of the Notice. The appeal must be in writing. An employee who reports directly to the Town Manager who has been issued the Notice of Final Disciplinary Action by the Town Manager, may elect to appeal directly to a Hearing Officer as provided for in step two, "*Evidentiary Appeal to a Hearing Officer*".
 - (b) **Hearing**: An evidentiary hearing shall be held on the appeal. The hearing shall be conducted within ten (10) days of receipt of the written notice of appeal unless the parties agree in writing that the date of the hearing be extended for a specified time. The Town Manager or designee shall provide as much advance notice as practicable, but at least three (3) business days' written notice, of the date, time, and place of hearing to the appellant.
 - (c) **Conduct of the Hearing**: Witnesses will testify under oath and each party has the right to introduce relevant oral and written evidence and to confront and cross examine adverse witnesses. A written record of the hearing may be prepared.
 - (d) **Cost**: The Town and the appellant shall each bear their own expenses, fees, and costs.
 - (e) **Attendance at the Hearing**: The Town Manager shall be present at the hearing and may be advised by legal counsel. The appellant shall be present at the hearing unless physically unable and excused in

advance by the Town Manager. The appellant may elect representation from their bargaining unit or from any other outside representation of their choice.

- (f) **Resolution by the Town Manager:** Within ten (10) days after completion of the evidentiary appeal hearing, the Town Manager shall prepare a written decision and serve it on the appellant (by mail or other mutually agreed upon method of transmission). With respect to a reduction in annual pay of less than two (2%) percent, or suspension of five (5) days or less, the decision of the Town Manager shall be final. As provided for in the California Code of Civil Procedure sections 1094.5 and 1094.6, the parties have ninety (90) days from the date of the proof of service of mailing the written decision to appeal the decision to the Superior Court. With respect to demotion, dismissal, reduction in annual pay of more than two (2%) percent, or suspension without pay of more than five (5) days, the appellant may appeal the decision to a Hearing Officer.

2. *Level II: Evidentiary Appeal to a Hearing Officer:*

- (a) **Appeal Right:** The appeal must be in writing and filed with the Town Manager within ten (10) days after the service on the employee of the Town Manager's decision following the evidentiary appeal hearing described above. In the case of the Town Manager's direct reports, they may appeal any Notice of Final Disciplinary Action to a Hearing Officer.
- (b) **Selection of a Hearing Officer:** The parties may mutually and informally agree upon a Hearing Officer. If informal selection is not possible, the Hearing Officer shall be selected as follows: The Town shall obtain a list of five (5) potential Hearing Officers from the State Mediation and Conciliation Service. The parties shall strike names alternately until only one remains (with the Town striking a name first).
- (c) **Hearing:** An evidentiary hearing shall be held on the appeal. The hearing shall be conducted within forty-five (45) days of the selection of the Hearing Officer, unless the Town Manager, the Hearing Officer, and the appellant agree in writing that the date of the hearing be extended for a specified time. The Town Manager or designee shall provide as much advance notice as practicable, but at least ten (10) days' written notice, of the date, time, and place of hearing to the appellant.
- (d) **Conduct of the Hearing:** The Hearing Officer shall not be bound by technical rules of evidence. The procedures shall be as follows:
 - (1) The proceedings shall be tape recorded or stenographically reported. The decisions of the Hearing Officer shall not be invalidated by any informality in the proceedings.
 - (2) The Hearing Officer shall determine the relevancy, weight, and credibility of testimony and evidence. The Hearing Officer shall base their findings on the preponderance of the evidence.
 - (3) Each side shall be permitted an opening statement and closing argument. The Town shall first present witnesses and evidence to sustain the discipline, and the appellant will then present their witnesses and evidence in defense.
 - (4) Each side will be allowed to examine and cross-examine witnesses.
 - (5) The Hearing Officer, upon a request by either party, may subpoena witnesses and/or require production of other records or material evidence.

- (6) The Hearing Officer may, prior to or during a hearing, grant a continuance for any reason they believe may be important to reaching a fair and proper decision.
- (e) **Cost:** The Town shall bear the cost of the Hearing Officer and the court reporter or stenographic recording; each side shall bear its own cost of representation.
- (f) **Attendance at the Hearing:** The appellant shall personally attend the hearing, unless physically unable to do so and excused in advance by the Hearing Officer. Unexcused failure of an appellant to appear at a hearing shall be deemed a withdrawal of the appeal.
- (g) **Resolution by the Hearing Officer:** Within thirty (30) days after completion of a hearing, unless waived by the parties, the Hearing Officer shall prepare a written decision and serve it on the appellant (by mail or other agreed method of transmission) and forward it to the Town. The written decision shall set forth the Hearing Officer's findings of fact and shall state reasons why the discipline is recommended to be sustained, reduced, or cancelled. If the Hearing Officer recommends that the discipline be reduced or cancelled, the Hearing Officer may make recommendations concerning payment of back pay, if applicable, during pendency of the appeal.
- (h) **Advisory to the Town Manager:** The decision of the Hearing Officer shall be forwarded to and is considered advisory by the Town Manager. The Town Manager shall review the recommendation of the Hearing Officer and may then accept, reject, or modify the proposed decision (which includes the authority to impose a lesser or different form of discipline). The Town Manager's decision shall be in writing and shall be issued within ten (10) days of receiving the Hearing Officer's decision. The Town Manager's decision shall be final.

3. *Reimbursement for Loss of Pay:*

If the disciplinary action is subsequently revoked or modified, the employee is entitled to reimbursement for loss of Town pay, if any, and will be made whole. Reimbursement is limited to the period of time between the effective date of disciplinary action and the date of final decision on the appeal. No reimbursement may be made for any portion of the period during which the employee was not ready, willing and able to perform the duties of their position.

Employees subject to the POBR have rights to appeal punitive actions as required by law and through use of Town processes.

6.6. Disciplinary Deductions as to FLSA-Exempt Employees: An FLSA exempt employee may be suspended from work and have their salary reduced for the time away from work in time increments of a full workday.

6.7. Time Periods: The parties may mutually agree to extend any noted time period.

ARTICLE 7 - GRIEVANCE PROCEDURES

7.1 Grievance: Subject to the process and limitations below, a grievance is a complaint of one or a group of employees or a dispute between the Town and the employee(s) involving the interpretation, application, or enforcement of these Rules, Town policies, or the express terms of the Memorandum of Understanding by which the employee(s) are covered. Such employee(s) are referred to as the "grievant".

7.2. General Provisions: The purpose of the grievance procedure is to promote full communication between the Town and its employees by providing a reasonable method of resolving disputes regarding wages, hours, and other terms and conditions of employment in these Rules or the applicable Memorandum of Understanding. All parties shall ensure that the proceedings are initially kept informal and confidential, and that the grievant and supervisor should attempt to resolve the grievance at the informal level. This will ensure the employee that there is a fair and prompt discussion on the issue, that complaints are handled in an orderly process, and that they are heard and attempted to be settled informally and in a timely manner.

At-will employees are not subject to grievance procedures but are afforded all rights provided by law and are subject to the provisions set forth in Town policies. In the case of a violation of Town policies, at-will employees and employees without a secondary line of report, may utilize a confidential bypass procedure where they can refer their issue to any one of the following, whose action shall be final: Human Resources Manager; Town Manager; Town Attorney; or, Town Council.

The filing of a grievance shall in no way interfere with the right of the Town to proceed in carrying out its management responsibilities, subject to the final decision of the grievance, in the event the alleged grievance involves an order, requirement, or other directive provided under the applicable MOU. These Grievance Procedures are not applicable to:

- employee discipline or employee evaluations;
- the determination of the contents of a job classification or a decision to reclassify a position; however, employees shall have the right to grieve whether their formally assigned work is properly within the scope of their classification;
- the determination of procedures and standards for employment and promotion;
- items subject to the meet and confer process as defined in the California Government Code, or;
- challenges to layoff, transfer, denial of reinstatement, or denial of advancement.

7.3 Grievance Limits and Process: Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his/her supervisor or Department Head to have the grievance adjusted, prior to Level IV.

- a. The filing of a grievance shall not reflect unfavorably upon the grievant, or upon a supervisor or Department Head with whom it may be filed.
- b. Although a specific time period is provided for management decisions at each level of the grievance procedure, it is recognized that multiple grievance claims by one employee or arising from the same set of circumstances must be processed in a sequential manner. In such a case, grievances shall be assigned consecutive numbers, based upon the time and date on which written grievances are received. The Town Manager shall process such numbered grievances in a sequential manner, following a pattern that first filed will be first considered. In cases of multiple grievance claims on the same issue, the Town may elect to hear only the first written grievance filed, and the decision rendered shall be applicable to all claims on the same issue, arising from the same set of circumstances.
- c. Failure of the grievant to file an appeal within the prescribed time limit for any step of the procedure shall constitute an abandonment of the grievance.

7.4. Time Periods: The parties may mutually agree to extend any noted time period.

7.5. Informal Procedure: Level I: The employee notifies their supervisor in writing of a grievance within ten (10) days of the events giving rise to the grievance. If the employee is unaware of the events within that time frame, then the ten (10) day initial reporting period shall run from the time when the employee learned of the events or reasonably should have learned of them. The employee shall meet with his/her supervisor to discuss

the alleged provision violated in an attempt to resolve it. A representative from Human Resources may also be present. The supervisor shall render their decision in writing within ten (10) days of the meeting with the employee.

7.6. Formal Procedure: Level II: If, within ten (10) days of issuance of the supervisor's decision at *Level I*, a mutually acceptable solution has not been reached at the informal level, the employee may submit the grievance in writing to the Department Head. The Department Head will submit a copy to Human Resources for review. The written grievance statement shall contain a clear, concise statement of the grievance, the provision that is allegedly violated, the decision rendered at the informal level, and the specific remedy sought. The Department Head shall communicate a decision to the employee in writing within ten (10) days after receiving the written grievance. If the Department Head does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, the Department Head may meet with the grievant and a Human Resources representative should also be present.

Level III: Should the grievant be dissatisfied with the decision of the Department Head, the grievant within ten (10) days of the issuance of the decision, may request that the grievance be presented to the Town Manager. The request shall be in writing and addressed to the Town Manager and shall include all pertinent information. Upon receipt of the written request, the Town Manager shall provide a copy to Human Resources for review and schedule a meeting to occur within ten (10) days with the grievant and Department Head to discuss the matter and obtain such other information as deemed essential to a proper determination of the grievance. The Town Manager shall render a written decision within ten (10) days from the date of the grievance meeting.

Level IV: Should the grievant be dissatisfied with the decision of the Town Manager, the grievant may, within ten (10) days of receipt of the Town Manager's written decision, submit notice to the Town Manager of intent to appeal the grievance to a Hearing Officer. The written appeal to the Hearing Officer shall include a copy of the original grievance, the decision rendered at previous levels, and a clear, concise statement of the reasons for the appeal. Upon hearing the grievance, the Hearing Officer shall render a decision within thirty (30) days. The process for grievance appeals shall be consistent with that outlined above in section 6.5, 2. *Level II "Evidentiary Appeal to a Hearing Officer"*, with the following exceptions:

- (a) The cost of the Hearing Officer is to be divided equally between both parties. Each party shall bear their own cost of representation.
- (b) The Hearing Officer shall be the final body to hear the appeal, and the decision of the Hearing Officer shall be final and binding.

ARTICLE 8 - SEPARATION FROM EMPLOYMENT

8.1. Dismissal: A Department Head or designee may dismiss an employee in their department at any time with the approval of the Town Manager. If the employee is a regular employee, the dismissal must be for cause and follow the due process procedures set forth in these Rules. A dismissal from employment may also be referred to as a discharge, termination, or separation.

8.2. Lay-Off: Whenever the Town Council imposes lay-offs, the employee holding the identified position(s) may be laid off or demoted without disciplinary action and without the right of appeal. Within an affected job classification, temporary, provisional, or limited term employees (if any) shall be laid off first, followed by probationary employees, and then regular employees in inverse order of classification seniority (subject to section 5 below).

1. *Notification:* Employees to be laid off shall be given at least thirty (30) days prior notice. Impact of lay off will be presented for meet and confer with the represented employee organization.

2. *Vacancy and Demotion:* Except as otherwise provided, whenever there is a reduction in the workforce, the Town Manager shall first demote an affected employee to a vacancy, if any, in a lower class for which the employee is qualified. All persons so demoted shall have their names placed on the re-employment list.
3. *“Bumping Rights”:* An employee affected by layoff who has attained an overall rating of “meets expectations” or higher on their most recent employee evaluation shall have the right to displace an employee in the same department who has less seniority in a lower class in the same class series or in a lower classification in which the affected employee once had permanent status (and for which the employee affected by layoff possess the required certifications, if any).
4. *Seniority:* In order to bump to a former or lower class, an employee must have more seniority than at least one of the incumbents in that class and request displacement action in writing to the Town Manager within ten (10) days of receipt of notice of layoff. Employees shall be placed at the salary step in the new class representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off.

Order of Regular Employee Layoff: In cases where there are two (2) or more regular employees in the classification from which the layoff is to be made, such employees shall be laid off in inverse order of classification seniority. For the purpose of these Rules, classification seniority includes all periods of full-time service at or above the classification level where layoff is to occur. In the case of equal seniority, the tie breaker shall be based on the last evaluation rating in the class, providing such rating has been on file at least thirty (30) days and not more than twelve (12) months prior to layoff as follows:

- First, all employees having any ratings of "Unsatisfactory" in any category or overall;
- Second, all employees having ratings of "Needs Improvement" in any category or overall;
- Third, all employees having ratings of "Meets Expectations" in any category or overall;
- Fourth, all employees having ratings of "Exceeds Expectations" in any category or overall.

5. *Duration of Re-Employment List:* The names of regular and probationary employees laid off or demoted in lieu of layoff shall be placed upon a reemployment list for twelve (12) months for those classes which, in the judgment of the Town Manager or designee require basically the same qualifications, duties, and responsibilities of the class from which lay off was made. An employee’s position on the list shall be determined by the inverse order of lay-offs.

Lists from different departments or at different times for the same class shall be combined into a single list. This list shall be used by every appointing authority when a vacancy arises in the same or lower class before selection is made from other employment lists. Persons appointed to regular positions of the same level as that from which they were laid off, shall, upon such appointment, be dropped from the list. Persons re-employed in a lower class, or on a temporary basis, shall be continued on the list for the higher position for the next six (6) months following the re-employment.

A person’s failure to accept re-employment within ten (10) days of being offered re-employment on two separate occasions shall result in removal of that person’s name from the re-employment list.

8.3. Resignation: An employee may resign from their employment with the Town in good standing by notifying their Department Head in writing, stating the effective date and reasons for leaving, at least two (2) weeks before the effective date. The Department Head may waive this time.

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1. Leave for Limited Term Employees: Limited term employees will receive the following leave:

1. *Compensatory Time:* Limited term, non-exempt employees who work overtime are eligible to accrue up to 24 hours of compensatory leave in lieu of receiving overtime pay. This time will be paid out as overtime if the employee does not use it by the time they separate from employment with the Town.
2. *Sick Leave:* Limited term employees are eligible for up to 24 hours of paid sick time per calendar year in accordance with state law. See the Town's Paid Sick Time policy for details.

9.2. Family and Medical Leave (FMLA)/California Family Rights Act (CFRA): Employees are eligible for FMLA/CFRA leave in accordance with state and federal law and the Town's applicable policy and MOUs.

9.3. Lactation Accommodation: A female employee who wishes to express breast milk for her infant child while at work may make arrangements with her supervisor to do so. The employee should submit a memo (can be via email) to her supervisor that states the proposed schedule and location for the lactation breaks. The lactation breaks should, if possible, run concurrently with the regular break times, and, if necessary, other times that would not seriously disrupt work. The location for the lactation break will be private, not be a bathroom, and should be within a reasonable proximity of the employee's work area. The location may be the place where the employee normally works, if that area can be made reasonably private. The supervisor is not required to provide break time on any given occasion if the break would seriously disrupt work or operations. Lactation break time that runs concurrently with regular break time is paid. Lactation break time in excess of regular break time is unpaid for non-exempt employees.

9.4. Fitness-for-Duty Examination: In cases where the Town has reasonable cause to question an employee's ability to perform essential job functions with or without reasonable accommodation, the Town may send an employee to be examined by a physician or other licensed professional (e.g. psychologist) designated by the Town, at Town expense, for purposes of assessment.

9.5. Personnel Records: The Human Resources Manager shall maintain a personnel record for each employee showing the name, title of position held, the department to which assigned, salary, changes in employment status, and such other information (e.g., date appointed, personnel action forms, employee evaluations, record of time off including comprehensive leave, sick leave and leave usage, employee discipline, employee commendations and promotions, etc.) as may be considered pertinent by the Human Resources Manager and required by law. The only exception is Police Department Internal Investigation files, which are maintained by the Police Department. All personnel documents are confidential and will be retained in accordance with the Town's Records Retention Policy. Every appointment, transfer, promotion, demotion, change of salary rate, or any other temporary or permanent change in status of employees shall be reported to the Human Resources Manager.

Except as required by law, personnel records are available only to the employee, the employee's authorized representative (when appropriately designated in writing), the Department Head or supervisor concerned, the Human Resources Manager, Town Attorney, Town Manager, or their authorized designees. Those who access personnel files as part of their job duties are required to maintain the confidentiality of personnel file information.

A copy of the material in the personnel file to which the employee has access will be provided to the employee upon request.

1. *Medical Information:* All medical information shall be kept separately in accordance with applicable state and federal law.
2. *Reference Checks:* Except as otherwise provided for herein, all requests from outside the Town for reference checks or verification of employment concerning any current or former employee must be referred to the Human Resources Manager. Upon receipt of the reference request, the Human Resources Manager will release only the employee's term of employment, title, and salary upon departure from Town employment (the Town's standard response to a reference request).
 - a. An employee wishing to receive more than the Town's standard response to a reference request must submit a written authorization and release of liability, subject to approval by the Town Manager or Town Attorney that permits the Town to release more information.
 - b. Written inquiries and written reference requests received by the Police Department from other agencies conducting background investigations on prospective police officer candidates will be processed and responded to in accordance with the requirements of the law including obtaining a notarized "Release and Waiver" signed by the prospective candidate and presented by a peace officer or another authorized representative of the requesting law enforcement agency, before releasing the information required by law.

9.6. Reporting Absence: An employee who will be absent from work without a prior leave approval must notify their immediate supervisor, or immediate supervisor's designee(s), prior to the beginning of the work shift from which the employee will be absent. A documented attempt to notify is required. Failure to do so without acceptable reason shall result in loss of pay for the period of absence to the extent permitted by the applicable MOU, and federal and state laws. Failure to report to work for three (3) consecutive days without acceptable excuse will be deemed job abandonment and resulting in termination.

9.7. Safety and Health: Each employee shall comply with all safety laws, rules, regulations, and Town policies.

9.8. Outside Employment: Outside employment shall be specifically authorized by the Town Manager. The Town Manager's approval may be withheld if such additional employment is deemed to be detrimental to the Town's interests, or interferes with the employee's performance.

9.9. Political Activity: Employees may not participate and/or engage in political conduct during working hours while on duty in the workplace or use their position, uniform or other Town property for any political conduct. This policy is not designed to infringe upon employees' rights under any federal and state laws and/or United States and California Constitutions.

9.10. Violation of Rules: Violations of the Personnel Rules shall be grounds for disciplinary action.

9.11 Severability: If any provision of these Rules, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of these Rules shall remain in full force and effect.

ARTICLE 10 - MANAGEMENT RIGHTS

10.1. Retention of Management Rights by Town: The Town of Mammoth Lakes retains all of its exclusive rights and authority under law, and expressly and exclusively retains its management rights which include, but are not limited to:

- a. The exclusive right to determine the mission of its constituent departments, commissions, and boards;
- b. Set standards and levels of service;

- c. Direct its employees;
- d. Establish and enforce dress and grooming standards;
- e. Maintain the efficiency of governmental operations;
- f. Determine the methods, means and numbers of kinds of personnel by which government operations are to be conducted;
- g. Determine the content and scope of job classifications;
- h. Determine the methods of financing;
- i. Determine style and/or types of Town-issued clothing, equipment, or technology to be used, except in cases where changes effect mandatory subjects of bargaining;
- j. Determine and/or change the facilities, methods, technology utilized in performing work, means, organizational structure, size, and composition of the work force and allocate and assign work by which the Town operations are to be conducted;
- k. Determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all Town functions;
- l. To assign work to and schedule employees in accordance with requirements as determined by the Town and to establish and change work schedules and assignments;
- m. Establish and modify employee performance, productivity, and performance programs and standards;
- n. Take all necessary action to carry out its mission in emergencies, and;
- o. The Town Manager may make additional administrative policies to carry out or supplement these Rules. Department Heads may adopt supplementary Department rules and regulations not in conflict with these Rules.

STATE OF CALIFORNIA)
COUNTY OF MONO)
TOWN OF MAMMOTH LAKES) ss.

I, JAMIE GRAY, Town Clerk of the Town of Mammoth Lakes, DO HEREBY CERTIFY under penalty of perjury that the foregoing is a true and correct copy of Resolution No. 17-04 adopted by the Town Council of the Town of Mammoth Lakes, California, at a meeting thereof held on the 18th day of January, 2017, by the following vote:

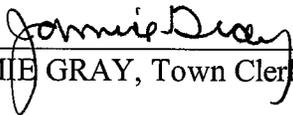
AYES: Councilmembers Fernie, Sauser, Mayor Pro Tem Wentworth, and Mayor Richardson

NOES: None

ABSENT: Councilmember Hoff

ABSTAIN: None

DISQUALIFICATION: None



JAMIE GRAY, Town Clerk