

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Caroline McCully · Mayor Pro Tem Larry Hillberg
Councilmembers Trinity Burruss · Kim Douglass · Sean Lomen

REGULAR MEETING AGENDA

June 24, 2026

Open Session 6:00 PM

You may access the meeting and address the Council by the following means:

ZOOM at

<https://us02web.zoom.us/j/84968570574>

Dial in by calling one of the numbers listed below and enter the Webinar ID:

849 6857 0574

1 669 900 6833 / 1 669 444 9171 / 1 719 359 4580 / 1 253 205 0468

View Only on Facebook Live on our City of Colfax page: City of Colfax, California. You may also submit written comments to the City Clerk via email at city.clerk@colfax-ca.gov, via regular mail to P.O. Box 702, Colfax CA 95713, or by dropping them off at City Hall, 33 S. Main Street, Colfax CA 95713. Comments received will be submitted to Council and made a part of the record.

While the City makes every effort to allow public participation in City Council meetings via Zoom and Facebook Live as described above, we cannot guarantee these services will be accessible. We encourage interested members of the public to submit written comments in advance of the meeting or attend the meeting in person.

1 OPEN SESSION

1A. Call Open Session to Order

1B. Pledge of Allegiance

1C. Roll Call

1D. Approval of Agenda Order

This is the time for changes to the agenda to be considered including removal, postponement, or change to the agenda sequence.

Recommended Action: By motion, accept the agenda as presented or amended.

1E. Statement of Conflict of Interest

2 CONSENT CALENDAR

Matters on the Consent Calendar are routine in nature and will be approved by one blanket motion with a Council vote. No discussion of these items ensues unless specific items are pulled for discussion and separate action. If you wish to have an item pulled from the Consent Agenda for discussion, please notify the Mayor.

Recommended Action: By motion, approve the Consent Calendar.



Colfax City Council Meetings are ADA compliant. If you need disability-related modification or accommodation including auxiliary aids or services to participate in this meeting, please contact the City Clerk at (530) 346-2313 at least 72 hours prior to make arrangements for ensuring your accessibility.

June 24, 2026
Colfax Council Agenda

2A. City Projects Report (Pages 4-7)

Recommended Action: Accept report.

2B. Minutes – June 10, 2026 Regular Meeting (Pages 8-14)

Recommended Action: Approve the Colfax City Council minutes dated June 10, 2026 (Regular Meeting),

2C. Forklift for Wastewater Plant (Pages 15-67)

Recommended Action: Adopt Resolution __-2026 Authorizing the City Manager to purchase a forklift for the Wastewater Treatment Plant in an amount not to exceed \$43,144.04 and authorize the City Manager to execute all necessary purchase documents.

2D. Local 39 Employment Labor Agreement (Pages 63-124)

Recommended Action: Approve Resolution No. __-2026, authorizing the Mayor and City Manager to execute the updated Memorandum of Understanding between the City of Colfax and IOUE, Stationary Engineers, Local 39 Representing General Employees July 1, 2026 through June 30, 2029.

2E. Employee Handbook Update (Pages 125-295)

Recommended Action: Approve Resolution No. __-2026, adopting the updated City of Colfax Employee Handbook to supersede the Employee Handbook adopted July 1, 2017, and authorizing the City Manager to make non-substantive corrections as needed.

*** End of Consent Calendar ***

3 **AGENCY REPORTS -**

3A. Placer County Sheriff's Office

3B. California Highway Patrol

3C. Placer County Fire Department/CALFIRE

3D. Caltrans

3E. Non-Profits

4 **PRESENTATIONS (NONE)**

5 **PUBLIC HEARING (NONE)**

6 **PUBLIC COMMENT**

Members of the public are permitted to address the Council orally or in writing on matters of concern to the public within the subject matter jurisdiction of the City that are not listed on this agenda. Please make your comments as succinct as possible. Oral comments made at the meeting may not exceed five (5) minutes per speaker. Written comments should not exceed 800 words. Written comments received before the close of an agenda item may be read into the record, with a maximum allowance of five (5) minutes in length. Council cannot act on items not listed on this agenda but may briefly respond to statements made or questions posed, request clarification, refer the matter to staff, or place the matter on a future agenda.



7 **COUNCIL AND STAFF**

The purpose of these reports is to provide information to the Council and public on projects, programs, and issues discussed at committee meetings and other items of Colfax related information. No decisions will be made on these issues. If a member of the Council prefers formal action be taken on any committee reports or other information, the issue will be placed on a future Council meeting agenda.

7A. Committee Reports and Colfax Informational Items – All Councilmembers

7B. City Operations Update – City Manager

8 **COUNCIL BUSINESS**

(Pages 296-308)

8A. Renewal of Agreement for Law Enforcement Services with the Placer County Sheriff's Office

Recommended Action: Adopt Resolution __-2026 Approving the renewal of the Agreement for Law Enforcement Services between the City of Colfax and the Placer County Sheriff's Office for Years 2026-2029 (July 1, 2026-June 30, 2029) and authorize the City Manager to execute the agreement.

9 **GOOD OF THE ORDER**

Informal statements, observation reports and inquiries regarding the business of the City may be presented by Councilmembers under this agenda item or requests for placement of items of interest on a future agenda. No action will be taken.

9A. Public Comment on Good of the Order

Members of the public are permitted to address the Council on matters that relate to general welfare of the City that have not been previously discussed on this agenda. Oral comments may not exceed five (5) minutes. Written comments should not exceed 800 words.

10 **CLOSED SESSION (NONE)**

ADJOURNMENT

I, Gabrielle Christakes, City Clerk for the City of Colfax, declare that this agenda was posted June 18, 2026 in accordance with the Brown Act at Colfax City Hall, Colfax Post Office United States. The agenda is also available on the City website at <http://colfax-ca.gov/>

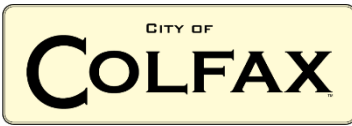


Gabrielle Christakes, City Clerk

Administrative Remedies must be exhausted prior to action being initiated in a court of law. If you challenge City Council action in court, you may be limited to raising only those issues you or someone else raised at a public hearing described in this notice/agenda, or in written correspondence delivered to the City Clerk of the City of Colfax at, or prior to, said public hearing.

LEVINE ACT WARNING: In certain instances, parties, participants, and their agents before the City Council are subject to the campaign disclosure provisions detailed in Government Code Section 84308, California Code of Regulations Sections 18438.1 through 18438.8, and Fair Political Practices Commission Opinion 0-22-002. All parties, participants, and their agents are hereby directed to review these sections for compliance. If you believe that these provisions apply to you or a Council Member, please inform the City Clerk at the earliest possible opportunity.





Staff Report to City Council

FOR JUNE 24, 2026 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: City Projects Report

Budget Impact Overview:

N/A: √	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Accept report.

Summary/Background

The following is a list of projects, by department, which have either been completed or are in progress.

Week of May 31 – June 6, 2026

City Manager

- Agenda Preparation.
- Met with a Promoter to Market the City.
- Checked the Skate Park Site during dirt delivery.
- Coordinated Downtown cleanup with City Maintenance Crew.

Planning Department

- Wildfire grant
- Zoning inquiries for two parcels on Whitcomb (one mobile home park and one multifamily)
- Two sign inquiries
- Follow up on the Colfax event center septic requirements
- Meeting with Placer County regarding the proposed RV Resort
- Review of draft energy audit and coordination

Maintenance Department

- Repaired broken irrigation at the ballpark and at Roy Toms Park.
- Seeded and fertilized the Ballpark and the Depot grass area.
- Completed a full cleanup at the ballpark, including trash removal, rock debris, and clearing under the bleachers.
- Painted benches at the Depot.
- Met with Mark from Sherwin-Williams to review proper primer and paint selection for the Depot concrete.
- Dropped off and retrieved the Toro mower from Citrus Mower; had the blower motor and bags installed.
- Pulled out electronic message boards and put them on charge.
- Repaired brakes on the backhoe.
- Filled potholes throughout town.
- Replaced air filters at the Depot.
- Mowed all city parks.

Wastewater Treatment Plant/Sewer

- No issues in collection system.
- Belt press belt broke. Ordered new belt
- Wasting valve broke. Ordered repair kits
- High solids in plant due to valve breaking on wasting line.
- Weed abatement around the plant.
- Processing water out of pond 3
- Plant flows Normal this week.

City Clerk

- Prepared Minutes for 5/27/26 Regular Meeting
- Prepared Minutes for 5/21/26 Special Meeting
- Met w/Nell and went over processes
- 6/10/26 Agenda preparation
- Set up training on CivicPlus Agenda and Meeting Management

Administrative Services

- Approved accounts payable batch.
- Worked on chart of accounts ERP Pro 10 conversion.
- Uploaded accounts payable, payroll, cashiering and utility billing to the general ledger.
- Approved multiple deposit batches.

Engineering

- Emails and general coordination; staff meeting.
- Skatepark coordination and prepared agreements.
- Complaints.
- Encroachment permits.
- Emails and general coordination; staff meeting
- Skatepark coordination
- Amtrak coordination
- Complaints

Building/Code Enforcement

- Met with Tesla contractors at 421 S. Auburn for Final. Created conditions of approval for final and once the electrical was tested and commissioned, I issued a Temporary Certificate of Occupancy so they could open for business.
- Inspected slab of building at 140 N. Foresthill Rd. that burned down recently.
- Inspected sewer lateral video inspections.
- Reviewed and responded to weed abatement complaints.

Week of June 7- 13, 2026**City Manager**

- I.T. Work at City Hall
- Attended Groundbreaking Event at the Future Skate Park site.
- Met with Matt at the WWTP to discuss ongoing projects
- Agenda Preparation.
- Met with Amanda Palmquist with the Chamber of Commerce.
- Attended OES/FEMA Meeting.

Planning

- Wildfire grant
- Zoning inquiries for two parcels on Whitcomb (one mobile home park and one multifamily)
- Two sign inquiries
- Follow up on the Colfax event center septic requirements
- Meeting with Placer County regarding the proposed RV Resort
- Review of draft energy audit and coordination

Maintenance Department

- Repaired broken irrigation at the ballpark and Roy Toms Park.
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- No issues in collection system.
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- Weed abatement around the plant.
- Processing water out of pond 3
- Plant flows Normal this week.

City Clerk

- Continued CivicPlus Training
- SB827 Mandatory Training (Fundamentals of Muni Finances and Financial Mgt)
- Posted Public Notices

- Set up Target/Vector Solutions training module for mandatory training
- Clerked 6/10/26 Council meeting
- Clerked 6/11/26 Town Hall

Administrative Services

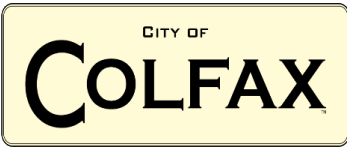
- ERP Pro 10 HRMS training for payroll configuration Mon. – Thurs.
- Reviewed and approved cashiering batches.
- Reviewed and approved weekly deposit batch.
- Reviewed and approved weekly accounts payable batch.

Engineering

- Emails and general coordination; staff meeting
- Research city properties and Colfax sign at Big Brand Tire
- Skatepark coordination
- CDBG – prepare agreements
- Amtrak coordination
- Maidu Village/Tesla check punch list
- SB1 funding research
- Encroachment permits and sewer evals

Building/Code Enforcement

- Out of the office



City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Caroline McCully · Mayor Pro Tem Larry Hillberg
Councilmembers Trinity Burruss · Kim Douglass · Sean Lomen

DRAFT REGULAR MEETING MINUTES

June 10, 2026
Open Session 6:11 PM

1 OPEN SESSION

1A. Call Open Session to Order

The June 10, 2026 City of Colfax City Council was called to order at 6:05 p.m. by Mayor McCully.

1B. Pledge of Allegiance

1C. Roll Call

Present: Councilmembers Kim Douglass, Sean Lomen, Mayor Pro Tem Larry Hillberg and Mayor Caroline McCully

Absent: Councilmembers Trinity Burruss

1D. Approval of Agenda Order

This is the time for changes to the agenda to be considered including removal, postponement, or change to the agenda sequence.

Action: With a motion by Councilmember Sean Lomen and a second by Councilmember Larry Hillberg, Council voted 4-0 to accept the Agenda Order as presented.

Ayes: Councilmembers Kim Douglass, Sean Lomen, Mayor Pro Tem Larry Hillberg and Mayor Caroline McCully

Noes: None

Abstain: None

Absent: Councilmember Trinity Burruss

1E. Statement of Conflict of Interest

No new conflicts were identified by the Council or the public.

2 CONSENT CALENDAR

Matters on the Consent Calendar are routine in nature and will be approved by one blanket motion with a Council vote. No discussion of these items ensues unless specific items are pulled for discussion and separate action. If you wish to have an item pulled from the Consent Agenda for discussion, please notify the Mayor.



Action: With a motion by Councilmember Larry Hillberg and a second by Councilmember Sean Lomen , Council voted by roll call vote 4-0 approving the Consent Calendar with the removal of Item 2D for separate consideration.

Ayes: Councilmembers Sean Lomen, Kim Douglass, Mayor Pro Tem Larry Hillberg and Mayor Caroline McCully.

Noes: None

Abstain: None

Absent: Councilmember Trinity Burruss

2A. City Projects Report

Recommended Action: Accept report.

2B. Minutes – May 21, 2026 Budget Meeting and May 27, 2026 Regular Meeting

Recommended Action: Approve the Colfax City Council minutes dated May 21, 2026 (Budget Workshop) and May 27, 2026 (Regular Meeting),

2C. Annual Appropriation Limits

Recommended Action: Adopt Resolution No. ____-2026 certifying compliance with the Fiscal Year 2025-2026 Appropriation Limitation and establishing the Appropriation Limitation for the Fiscal Year 2026-2027.

2E. FY 2026/2027 Senate Bill 1 (SB1) Funding Project List

Recommended Action: Adopt Resolution _-2026 adopting a list of potential projects to be funded in full or in part by SB 1: The Road Repair and Accountability Act, ensuring eligibility for State of California Road Maintenance and Rehabilitation Account (RMRA) revenues.

*** *End of Consent Calendar* ***

2B. Colfax Visitor Center Letter of Appreciation for the City's Donation

Recommended Action: Receive and File

Action: With a motion by Mayor Pro Tem Larry Hillberg and a second by Councilmember Sean Lomen , Council voted by roll call vote 4-0 to Receive and File Letter of Appreciation:

There was no public comment.

Ayes: Councilmembers Sean Lomen, Kim Douglass, Mayor Pro Tem Larry Hillberg and Mayor Caroline McCully.

Noes: None

Abstain: None

Absent: Councilmember Trinity Burruss

3 AGENCY REPORTS -

3A. Placer County Sheriff's Office

Sgt. Tobi Williams reported:

- Calls for Service: 182 total calls



- Posted 2 deputies during the Colfax HS Graduation to guide traffic
- Summer Season is in full swing with CalFire
- 3rd of July preparations moving right along

No public comment received.

3B. California Highway Patrol

Officer Jason Lyman, Gold Run CHP Information Officer reported:

- 994 citations were issued, 335 warnings, 20 arrests, of which 10 were DUI related, 0 fatality calls, 34 collisions, of which 10 caused injury. Overall, there were 10380 contacts.
- Construction along Applegate will continue over the next several years
- Intermittent closures will continue on the Hwy 20 / I-80 bridge.

No public comment received

3C. Placer County Fire Department/CALFIRE

Assistant Chief Eric Schwab reported:

- Current hold on prescribed burns.
- All stations are at peak staffing
- Battalion Chief Clint Siebert transferred to Auburn.

No Public comment received by members of the public.

3D. Caltrans

- Unable to attend.

3E. Non-Profits

- 3rd of July, Administrator Caroline Presson shared all the new fun stuff that will be taking place this year. This is a special year because it is also the 250th Anniversary of the United States of America. There will also be a shuttle at the High School and Sheriff substation

4 PRESENTATIONS

Daniel Chatigny shared that Placer County is celebrating its 175th Anniversary

5 PUBLIC HEARING

5A. Delinquent Sewer Service Charges and Refuse Collection Fees (Noticed on 05/27/2026 & 06/03/2026)

Recommended Action: Conduct a public hearing to consider public and staff comments and adopt A)

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May 27, 2026
DRAFT Meeting Minutes

Resolution __- 2026, Requesting Collection of Sewer Services Charges on the Placer County Tax Roll for Tax Year 2026-2027; and B) Resolution __-2026 A Resolution of the City Council of the City of Colfax confirming the report of delinquent refuse collection accounts and placing liens on said properties and special assessments upon property taxes pursuant to City of Colfax Municipal Code Section 8.20.130.

With a Motion by Councilmember Sean Lomen and a second by Mayor Pro Tem Larry Hillberg, Council voted 4/0 approving Resolution 22-2026 requesting Collection of Sewer Service Charges on Placer County Tax Roll and approving Resolution 23-2026 placing liens on said properties

Ayes: Councilmembers Sean Lomen, Kim Douglass, Mayor Pro Tem Larry Hillberg and Mayor Caroline McCully.

Noes: None

Abstain: None

Absent: Councilmember Trinity Burruss

No Public comment received by members of the public

5B. Residential Care Facilities Zoning Ordinance Amendment (Noticed 05/02/2026) [Continued from 05/27/2026]

Recommended Action: 1) Introduce the proposed ordinance by title only; 2) conduct a public hearing on an Ordinance to amend the Zoning Code; 3) waive the first reading; and 4) schedule the proposed ordinance for a second reading and adoption at the next regular City Council meeting currently scheduled for June 24, 2026, to be effective 30 days after adoption

With a Motion by Councilmember Sean Lomen and a second by Mayor Pro Tem Larry Hillberg, Council voted 4/0 approving Item 5B to schedule for approval on June 24, 2026 meeting.

Ayes: Councilmembers Sean Lomen, Kim Douglass, Mayor Pro Tem Larry Hillberg and Mayor Caroline McCully.

Noes: None

Abstain: None

Absent: Councilmember Trinity Burruss

No Public comment received by members of the public

6 PUBLIC COMMENT

Members of the public are permitted to address the Council orally or in writing on matters of concern to the public within the subject matter jurisdiction of the City that are not listed on this agenda. Please make your comments as succinct as possible. Oral comments made at the meeting may not exceed five (5) minutes per speaker. Written comments should not exceed 800 words. Written comments received before the close of an agenda item may be read into the record, with a maximum allowance of five (5) minutes in length. Council cannot act on items not listed on this agenda but may briefly respond to statements made or questions posed, request clarification, refer the matter to staff, or place the matter on a future agenda.

Public comment received by members of the public.



7 COUNCIL AND STAFF

The purpose of these reports is to provide information to the Council and public on projects, programs, and issues discussed at committee meetings and other items of Colfax related information. No decisions will be made on these issues. If a member of the Council prefers formal action be taken on any committee reports or other information, the issue will be placed on a future Council meeting agenda.

7A. Committee Reports and Colfax Informational Items – All Councilmembers

- Councilmember Lomen reported slow 2 weeks. Firesafe council meeting was cancelled. Skatepark had its groundbreaking
- Councilmember Douglass reported no official meetings.
- Mayor Pro Tem Hillberg reported no official meetings.
- Mayor McCully reported she attended SACOG. She also reported American Legion would be partnering with Union Pacific for some holiday programs that would be shipped overseas to our Troops

7B. City Operations Update – City Manager

- Wrapped up Union Negotiations
- Coordinated with finance staff on next year's budget.
- Meetings with PG&E representative and Union Pacific representative
- CDBG preparation and signatures.
- Discussion of punch list for final building approval of the Arco Tesla project
- Staff continue to address vegetation control along with potholes throughout the city.

8 COUNCIL BUSINESS

8A. Animal Control Contract

Recommended Action: Adopt Resolution __-2026 authorizing the City Manager to execute an agreement with Placer County Department of Health and Human Services for Animal Control and Care Services for a three-year term in an amount not to exceed \$134,912.

Action: With a Motion by Mayor Pro Tem Larry Hillberg and a second by Councilmember Kim Douglass, Council voted 4/0 adopting Resolution 24-2026

Ayes: Councilmembers Sean Lomen, Kim Douglass, Mayor Pro Tem Larry Hillberg and Mayor Caroline McCully.

Noes: None

Abstain: None

Absent: Councilmember Trinity Burruss

No Public comment received by members of the public



8B Fiscal Year 2025-26 Year End Estimates to Close and Fiscal Year 2026-27 Proposed Budget

Recommended Action: Adopt Resolution __-2026 adopting the Annual Operating Budget for Fiscal Year 2026-2027.

Action: With a Motion by Councilmember Sean Lomen and a second by Mayor Pro Tem Larry Hillberg, Council voted 4/0 to adopt Resolution 25-2026 with staff to bring back at a later date Events and the Economic Development budget.

Ayes: Councilmembers Sean Lomen, Kim Douglass, Mayor Pro Tem Larry Hillberg and Mayor Caroline McCully.

Noes: None

Abstain: None

Absent: Councilmember Trinity Burruss

No Public comment received by members of the public

8C Construction Contract Award for CDBG Road Rehabilitation Project 2026

Recommended Action: Adopt Resolution __- 2026 authorizing the City Manager to execute a Construction Services Agreement with Simpson & Simpson, Inc. and a Consultant Services Agreement to Psomas and Geocon Consultants, Inc. for the CDBG Road Rehabilitation Project 2026.

Action: With a Motion by Councilmember Sean Lomen and a second by Mayor Pro Tem Larry Hillberg, Council voted 4/0 to adopt Resolution 26-2026

Ayes: Councilmembers Sean Lomen, Kim Douglass, Mayor Pro Tem Larry Hillberg and Mayor Caroline McCully.

Noes: None

Abstain: None

Absent: Councilmember Trinity Burruss

No Public comment received by members of the public

9 GOOD OF THE ORDER

Informal statements, observation reports and inquiries regarding the business of the City may be presented by Councilmembers under this agenda item or requests for placement of items of interest on a future agenda. No action will be taken.

- Councilmember Lomen –
 - Pothole on Canyon Way by the hydrant
- Councilmember Douglass –
 - Pothole on Canyon Way – Broke axle
- Mayor Pro Tem Hillberg –
 - Inquired what it takes to open a Park-n-Ride – Mayor stated we are in discussions with



- Mayor McCully –
 - Town Hall Meeting tomorrow. Request only 1-2 Councilmembers attend.

9A. Public Comment on Good of the Order

Members of the public are permitted to address the Council on matters that relate to general welfare of the City that have not been previously discussed on this agenda. Oral comments may not exceed five (5) minutes. Written comments should not exceed 800 words.

No Public Comment received on Good of the Order.

10 CLOSED SESSION

No Public Comment received on either of the Closed Session items.

10A. Conference with Labor Negotiator (Gov. Code § 54957.6)

Name of City Negotiator to Attend Closed Session: Ron Walker and Josette Reina Luken

No reportable action.

10B Real Property Management Negotiation (Gov. Code § 54956.8)

Property Address: 1454 Canyon Way

Agency Negotiator: Ron Walker

Negotiating Party: Dave Gard

Under Negotiation: Price and Terms of Payment

No reportable action

ADJOURNMENT

The June 10, 2026 City of Colfax City Council was adjourned at 7:30 p.m. by Mayor McCully.

Gabrielle Christakes, City Clerk





Staff Report to City Council

FOR THE JUNE 10, 2026 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Matt Anderson, Chief Plant Operator
Subject: Forklift for the Wastewater Plant

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$ 43,144.04	Fund(s): 560
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RECOMMENDED ACTION: Adopt Resolution __-2026 Authorizing the City Manager to purchase a forklift for the Wastewater Treatment Plant in an amount not to exceed \$43,144.04 and authorize the City Manager to execute all necessary purchase documents.

Summary/Background

The Wastewater Treatment Plant routinely handles a variety of materials and equipment requiring safe and efficient movement throughout the facility. Current operations require staff to move chemical totes, pallets of treatment materials, pumps, motors, maintenance supplies, and other heavy equipment necessary for plant operations and maintenance activities.

At present, the City relies on, rented equipment, or manual handling methods to move materials and equipment around the facility. These methods can create scheduling delays, increase labor costs, and present safety concerns for staff.

The acquisition of a dedicated forklift would provide plant personnel with the ability to safely transport materials and equipment as needed, improve operational efficiency, and reduce reliance on outside equipment sources.

A forklift is considered essential equipment for the day-to-day operation and maintenance of a wastewater treatment facility. Typical uses include:

- Loading and unloading deliveries.
- Moving chemical totes and pallets.
- Transporting pumps, motors, and mechanical equipment.
- Supporting maintenance and repair projects.
- Assisting with inventory management and storage operations.
- Facilitating emergency repairs and operational response activities.

The proposed forklift will improve workplace safety by reducing manual lifting and minimizing the need for improvised equipment handling methods. It will also reduce delays associated with scheduling rental equipment and improve staff productivity by providing immediate access to material-handling equipment.

Staff evaluated the anticipated operational needs of the facility and determined that a forklift with a lifting capacity of approximately 7000 pounds is appropriate for current and foreseeable plant operations.

Conclusions and Findings

Staff recommends that the City Council authorize the City Manager to purchase a forklift for the Wastewater Treatment Plant in an amount not to exceed \$43,144.04 and execute all documents necessary to complete the purchase.

Fiscal Impacts

The total cost of the forklift purchase is \$43,144.04 including delivery, applicable taxes, and any necessary accessories.

Funding for the purchase is available within the Wastewater Enterprise Fund under the Equipment Replacement/Capital Equipment budget.

The acquisition represents a one-time capital expenditure and is expected to reduce future rental costs and improve operational efficiency.

Staff recommends purchasing the forklift through Sourcewell, a nationally recognized cooperative purchasing program that satisfies competitive procurement requirements and is available to public agencies. Utilizing Sourcewell allows the City to leverage competitively solicited contracts that have already undergone a rigorous public bidding process, resulting in favorable pricing and terms without the time and expense associated with conducting a separate formal bid process. Purchasing through Sourcewell will expedite equipment acquisition, reduce administrative costs, ensure compliance with public purchasing requirements, and provide the City with the best overall value while meeting the operational needs of the Wastewater Treatment Plant.

Attachments:

1. Source Well Quote from Bobcat
2. Doosan contract for Source Well

City of Colfax

City Council

Resolution № __-2026

AUTHORIZING THE CITY MANAGER TO PURCHASE A FORKLIFT FOR THE WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$43,144.04 AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL NECESSARY PURCHASE DOCUMENTS

WHEREAS, The Wastewater Treatment Plant staff routinely handles a variety of materials and equipment requiring safe and efficient movement throughout the facility. Current operations require staff to move chemical totes, pallets of treatment materials, pumps, motors, maintenance supplies, and other heavy equipment necessary for plant operations and maintenance activities, and relies on rented equipment, or manual handling methods to move materials and equipment around the facility. These methods can create scheduling delays, increase labor costs, and safety concerns for staff; and,

WHEREAS, a forklift is considered essential equipment for the day-to-day operations and maintenance of a wastewater treatment facility, and will provide plant personnel with the ability to safely transport materials and equipment as needed, improve operational efficiency, and reduce reliance on outside equipment sources; and,

WHEREAS, the forklift will be purchased through Sourcewell, a nationally recognized cooperative purchasing program that satisfies competitive procurement requirements and is available to public agencies. Utilizing Sourcewell allows the City to leverage competitively solicited contracts that have already undergone a rigorous public bidding process, resulting in favorable pricing and terms without the time and expense associated with conducting a separate formal bid process; and,

WHEREAS, the City of Colfax wishes to purchase a Bobcat MH Government G35C-7 LP MMC 2.4L Engine 7,000 lb. Capacity Forklift from Bobcat through the Sourcewell procurement system.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves and authorizes the City Manager to purchase a Bobcat Forklift and execute all necessary purchase documents for an amount not to exceed \$43,144.04.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on June 24, 2026, by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Caroline McCully, Mayor

Gabrielle Christakes, City Clerk



*Bobcat Material Handling
2475 Mill Center Parkway, Suite 400
Buford . GA 30518*

Ship To: **City of Colfax**
33 S. Main Street
Colfax, CA 95713
matthew.anderson@colfax-ca.gov

Telephone: 916.628.4849
Attention: Matt Anderson

Date: 6/5/2026
Quotation: CP 00066
Prepared By: Chris Plude



We are pleased to submit the following quotation for your consideration.

(1) Bobcat MH Government G35C-7 LP MMC 2.4L Engine 7,000 lb. Capacity

Features specific to your configuration

UL Rating	UL Rated Type LP
Brakes	Oil-Cooled Disc Brakes ^BRK-OIL
Tires	Single Pneumatic 8.15-15 12PR Drive / 6.50-10 10PR Steer F_TIRE-3370
Mast	2-Stage Standard Wide View MFH 118" OAL 85" FFH 6" F_MAST-ST3000
Tilt Cylinders	6° Forward / 8° Back F_TILT-1050
Sideshifter	Hang-On 44" Wide - Class III (Cascade) F_SDSF-3960
Carriage	Hook Type 44" Wide - Class III F_CARR-1000
Forks	Hook Type - Pallet - 1.8" x 5" x 47" F_FORK-1310
Load Backrest	46" Wide x 47" High F_BART-1000
Overhead Guard	Standard Height - 86" F_OVHD-1000
Hydraulic Lines	3-Way For Sideshifter F_ATLI-1000
Hydraulic Control Valve	3 Section with 3 Levers F_CRVE-1020
Mirrors	Large Rear View Mirrors F_MIRR-1010
Seat	Vinyl Suspension Seat F_SEAT-2040
Seat Belt	Orange
Direction Control	Standard - Lever Direction Control
Grab Bar	Rear Grab Bar with Horn Button F_RGBR-1000
LP Tank Cradle	Standard Mounting
Warning Lights	Strobe - Amber - Mounted Below OHG F_LSTB-1030
Warning Device	Back-Up Alarm (Outside Mount) F_ALAR-1000
Front Work Lights	(2) Front Flood Lights - LED F_LFRT-1300
Rear Work Lights	(1) Rear Flood Light - LED F_LREA-1240
Radiator	Standard Radiator
Warranty	Bobcat Assurance - Standard 2 Year / 3,000 Hour, Powertrain 3 Year / 6,000 Hour, OCDB 5 Year / 10,000 Hour

Low LP Fuel Warning Light F_LOFI-1000

Steering Wheel Knob F_KNOB-1000

Other Equipment & Accessories

LP Tank (unfilled)

Standard Equipment

MMC 2.4L G424P Engine and ODB
Power Shift Transmission
Oil Cooled Disc Brakes

- Power Steering
- Tilttable Steering Column
- Engine Shutdown

Dual Element Air Cleaner
LP Tank Mounting
Interior Tilt Cylinder Covers

One Tough Animal



Bobcat Material Handling
2475 Mill Center Parkway, Suite 400
Buford , GA 30518

Total Equipment And Accessories	\$ 43,144.04
Estimate Factory Lead Times: 14 to 16 weeks from Order Acceptance & Account Setup	
Total Price (1) :	\$ 43,144.04
If ordered within the next 10 business days	Estimated DOD : 9/15/2026

Terms and Conditions

F.O.B: Bobcat DC (Buford, GA or Los Angeles, CA)

Quoted prices are subject to tariff surcharge based on the existing federal requirements in force at the time of invoice.

Prices are subject to any sales and/or use taxes, currently in force, and are not included in the price of the quote. Actual sales taxes may vary depending on future changes by any federal, state, or local governments.

Tax Exempt: If your company is Tax Exempt, please provide a copy of your Tax-Exempt Certificate along with the order, otherwise your company will be taxed.

Lease offerings are subject to credit approval.

Some operations and configurations may Void UL.

Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.

Conditions subject to change to those in effect at time of delivery.

Your signature on this proposal institutes a firm order.

This proposal is valid for 45 days from the date of the proposal unless otherwise stated.

When Applicable: Electric/Battery powered equipment, the customer is responsible for installation of charger by a licensed electrician and is not included in the pricing of this quote.

Please Note: Base rate capacity of a forklift is subject to a derated lift capacity. Mast height, attachments, tires, and forks can reduce the lifting capacity of your equipment. These items can change the stability and load centers of a forklift. Please consult your sales rep for full details.

Proposal Authorization:

Signed and accepted on behalf of: City of Colfax	Signed and accepted on behalf of: Bobcat
Signature	 Signature
Printed Name	Christopher Plude Printed Name
Title	Nat'l Sales Manager, National Accounts & Governement Sales Title
Date	June 5, 2026 Date



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**Solicitation Number: 053024****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Doosan Bobcat North America, Inc., 2475 Mill Center Parkway, Suite 400, Buford, GA 30518 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Forklifts, Lift Trucks with Related Products and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 23, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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- R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.
- T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

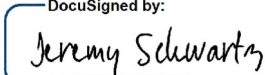
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Doosan Bobcat North America, Inc.

DocuSigned by:



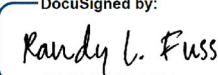
By: C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 7/24/2024 | 4:04 PM CDT

DocuSigned by:



By: 0F55B103999C454...

Randy L. Fuss

Title: Director Government Accounts

Date: 7/24/2024 | 12:56 PM PDT

RFP 053024 - Forklifts, Lift Trucks with Related Products and Services

Vendor Details

Company Name:	Doosan Industrial Vehicle America Corp
Does your company conduct business under any other name? If yes, please state:	Doosan Bobcat
Address:	2475 Mill Center Parkway Suite 400 Buford, Georgia 30518
Contact:	Jeff Sexton
Email:	jeff.sexton@doosan.com
Phone:	678-745-2226
Fax:	770-596-4145
HST#:	

Submission Details

Created On:	Friday April 12, 2024 09:29:27
Submitted On:	Thursday May 30, 2024 16:17:04
Submitted By:	Jeff Sexton
Email:	jeff.sexton@doosan.com
Transaction #:	a2be3b0b-444d-4bc1-8fec-48d7f0146901
Submitter's IP Address:	104.129.205.137

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Doosan Bobcat North America, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Bobcat Company	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Bobcat Company	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Buford 1YPB1 Buena Park 868U2 Korea 954JF	*
5	Proposer Physical Address:	2475 Mill Center Parkway Suite 400 Buford, Georgia 30518	*
6	Proposer website address (or addresses):	https://www.bobcat.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Randy L. Fuss Director, Government Accounts Randy.fuss@doosan.com (701) 371-4263	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jeff Sexton Government Account Specialist 2475 Mill Center Parkway Suite 400 Buford, Georgia 30518 Jeff.Sexton@doosan.com 678.745.2226	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Allen Mercer Director of Sales 2475 Mill Center Parkway Suite 400 Buford, Georgia 30518 Allen.Mercer@Doosan.com 470.557.4544 Randy Fuss Director, Government Accounts 250 East Beaton Dr. West Fargo, ND 58078 Randy.Fuss@Doosan.com 701 371 4263 Kristie Willett Government Account Manager 1293 Glenway Dr. Statesville, NC 28625 Kristie.willett@doosan.com (704) 883-3772	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Previously known as Doosan Industrial Vehicle America Corp. (DIVAC) now continues its strong performance as a division of Bobcat Company and the Bobcat® branded family of products of Doosan Bobcat North America, Inc. formerly known as Clark Equipment Company. Together, our organization has been manufacturing and selling quality forklift, material handling, and warehouse products since 1968. With the acquisition completed by Doosan Bobcat in 2021, and the corporate name change to Doosan Bobcat North America, Inc. in August of 2023 our material handling division will now have the expansive dealer network, sales staff, parts and service support, and the powerful Bobcat® branding throughout the North America market to drive increased sales revenue and market share in the material handling market. Doosan Bobcat North America, Inc. dba Bobcat Company is a member of the Doosan Group. . Founded in 1896, Doosan Group is a South Korean multinational conglomerate corporation that manufactures products and provides services in a variety of industries. Doosan Group is one of the world's largest heavy equipment manufacturers, producing equipment for construction, landscaping, agriculture, energy, water, engines, chemical processing, hydraulic components, material handling, and industrial vehicles. Doosan Group is the oldest running company in South Korea. The Doosan Credo: Doosan's Aspiration and Core Values The Doosan Credo is a set of principles that represent Doosan's philosophies and our unique way of doing business. The principles have been the foundation of our success for over a century. It is integral to every aspect of our business and people, clearly guiding our decisions and the way we do business. Aspiration = Proud Global Doosan The Doosan Credo is defined through our people practice of the following nine core values. Integrity: Upholding honesty, transparency, and ethical behavior in all business dealings. Inhwa (Harmony and Unity): Fostering teamwork, collaboration, and mutual respect among employees, partners, and stakeholders. Customer Centricity: Placing customers at the forefront and exceeding their expectations through innovative solutions and superior service. Entrepreneurship: Cultivating a culture of innovation, risk-taking, and continuous improvement to drive growth and success. Social Responsibility: Committing to making a positive impact on society and the environment through sustainable business practices, community engagement, and philanthropy. Business Philosophy: Our business philosophy revolves around its commitment to excellence, innovation, and sustainable growth. With a focus on long-term value creation, the company anticipates market needs, adapts to changing dynamics, and stays ahead of the competition. By investing in research and development, fostering strategic partnerships, and maintaining a customer-centric approach, we aim to remain a global leader across our diverse range of industries. Industry Longevity: Our longevity in the industry is a testament to its relentless pursuit of excellence, adaptability, and customer-focused approach. Having weathered numerous economic cycles and industry disruptions, we have emerged stronger and more resilient each time. By staying true to our core values, embracing innovation, and evolving with the times, we continue to thrive as a trusted partner for our customers worldwide. In addition to its core values and business philosophy, our commitment to corporate social responsibility is evident in our active engagement in community support activities, volunteer work, and charitable initiatives, further solidifying its reputation as a socially responsible global leader.
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11	What are your company's expectations in the event of an award?	In the event of an award, Doosan Bobcat North America, Inc. dba Bobcat Company will continue to expand the leading Bobcat® and the leading Sourcewell brand presence, together demonstrating our expansive capabilities, and market penetration with a newly awarded Sourcewell contract. A new Sourcewell contract will serve as a force multiplier within the sales toolbox of our government sales team, field staff, and independently owned dealerships throughout North America. If afforded the opportunity, the Sourcewell brand alongside the Bobcat® brand within the material handling industry will generate new relationships within the SLED (state, local, and education) markets, drive increased market share, and revenue. Together and strategically, Doosan Bobcat North America, Inc. dba Bobcat Company with Sourcewell can continue to offer premier product and portfolio solutions to Sourcewell members throughout North America utilizing the more than 1500 independently owned and operated dealers authorized to sell and service the Bobcat® solutions. The strategic plan, a concerted effort (Bobcat®, Sourcewell, Dealer Network) includes an extensive sales and marketing plan consisting of unified efforts of the Corporate Government Sales Team, Field Sales Staff, Marketing Group, Deltek, GovSpend, NCPP, and our world class dealer network. To summarize further, our strategic planning intent will include focused and routine sales training, communication and support, marketing resources to further develop brand recognition alongside Sourcewell contract/brand recognition, strong trade show presence, association and community involvement, innovative marketing solutions, and the positioning of a unified value proposition for Sourcewell, its members, and Bobcat®.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Our current corporate family rating (CFR) is BB+3. Primarily reflects our company's dominant position in the compact farm and construction equipment market throughout North America. Our CFR is supported by the company's health financial leverage, consistent positive free cash flow and very good liquidity. Term loan B (TLB) rating is BB+3. Please see the attached financial statements and credit references.	*
13	What is your US market share for the solutions that you are proposing?	Doosan Bobcat North America, Inc. dba Bobcat Company estimates its U.S. market share to be approximately 30%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Doosan Bobcat North America, Inc. dba Bobcat Company estimates its Canadian market share to be approximately 12%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Doosan Bobcat North America, Inc. dba Bobcat Company has not petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B) Doosan Bobcat North America Inc. dba Bobcat Company continues to be a leading global manufacturer of forklifts, material handling equipment, and industrial vehicles. Bobcat Company's Government Accounts Team consists of 17 sales and sales support professionals, coupled with a corporate field sales and support staff of 82, over 3,762 dealer sales specialists serving North America, whom all interface with government customers and the 1,500+ independent Bobcat Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing, our sales force champions the government sales process throughout their respective areas of responsibility and territories. Teach, Train, Mentor and Develop continues to be our focus for a successful and sustainable government sales business model. Well versed in the government sales process, budget cycles, cooperative purchasing and contracts, our sales team, coupled with our world class dealer network remain steadfast to serve the government customer through the use of the Sourcewell contract(s) to further the efficiencies and of public procurement and stewardship of the taxpayer. Once known as Doosan Industrial Vehicle America Corp. and now within the Bobcat® branded portfolio of equipment under Doosan Bobcat North America Inc. dba Bobcat Company, our authorized Bobcat® dealer network comprises of more than 1500+ independently owned and operated locations throughout North America.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Doosan Bobcat North America, Inc. dba Bobcat Company holds the necessary licenses and certifications required to operate throughout North America to be compliant with the EPA, OSHA, ISO, and LEED in order to maintain manufacturing, safety, and sustainability standards. Additionally, our material handling products are UL Classified, Conforms CE Standards and to Ansi B56.1/ITSDF Design Standards. (See Attached Certifications and Corporate Sustainability Report)	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None – Not Applicable	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2019 Construction Equipment Top 100 New Products Crystal Awards — V723 VersaHANDLER® telescopic tool carrier 2019 International Forum Design Award - R-Series E85 compact excavator Landscape Business Twenty for 2019 New Product Award — Bob-Dock™ Attachment Mounting System Green Industry Pro's Editor's Choice Award — UV34 and UV34XL Utility Vehicles Compact Equipment Innovative Iron Awards 2019 — Bobcat MaxControl Remote Operation Equipment Today 2019 Contractors' Top 50 New Products — Bobcat Rear Camera Kit Equipment Watch 2019 Lowest Cost of Ownership Award — MT55 mini track loader and S70 skid-steer loader Rental Equipment Register Gold Award for 2019 Product of the Year for Bobcat MaxControl Remote Operation System. Compact Equipment Top 100 New Products 2019 — UV34 utility vehicle 2020 Equipment Watch 2020 Lowest Cost of Ownership Award — T590 compact track loader and S70 skid-steer loader Equipment Watch 2020 Highest Residual Value Award — S70 skid-steer loader Green Industry Pros Editor's Choice Award - L23 and L28 small articulated loaders Landscape Business Twenty for 2020 New Product Award - R-Series loaders Equipment Today 2020 Contractors' Top 50 New Products - R-Series T76 and S76 compact loaders Innovation Leader 2020 Impact Award - Features On Demand Equipment Watch 2020 Lowest Cost of Ownership Award - T500 compact track loader and S70 skid-steer loader Construction Equipment Top 100 Product Awards for the E165 Excavator, the V923 Telehandler, and the E42 / E50 R Series excavators 2021 2021 Highest Retained Value Award (HRVA) 2021 Contractors' Top 50 New Products - L23 and L28 Small Articulated Loaders Rental Editor's Choice Award: T62 and S62 R-Series loaders Construction Equipment Top 100 New Product Award: S62 and T62R R-Series loaders Equipment Today 50 New Products: L23 and L28 small articulated loaders Roads & Bridges Contractor's Choice Award: Sweeper attachment Green Industry Pros Mower Madness Champ: ZT7000 mower Green Industry Pros 2021 Editor's Choice Award: ZT7000 mower CES Innovation Awards in the categories of Vehicle Intelligence & Transportation and Smart Cities: T7X all-electric compact track loader Equipment Watch Highest Retained Value: Compact track loaders and small skid-steer loaders Compact Equipment 2021 Innovative Iron Award: E88 R-Series compact excavator AEM 2021 Gold Award Winner 2022 Top 50 Places to Work – Bobcat Company Headquarters National Inventors Hall of Fame – Cyril and Louis Keller Top 100 Products of 2022 – UW53 & UW56 Toolcat Utility Work Machines Top 100 Products of 2022 – E19e Electric Compact Excavator Top 100 Products of 2022 – E32 & E35 Compact Excavators Top 100 Products of 2022 – TL723 & TL923 Telehandlers Top 100 Products of 2022 – E10e Electric Compact Excavator Innovation Award – Bobcat Corporation 2022 CES Vehicle Intelligence & Transportation Award- T7X 2022 CES Smart Cities Award- T7X Green Industry Pro's Editor's Choice Award Winner- Machine IQ Mobile App Equipment Today Contractors' Top New Products Award- T7X Construction Pro's Top New Products Award- T7X Rental Editor's Choice Awards- T7X Compact Equipment Magazine Innovative Iron Awards: T7X Compact Equipment Magazine Innovative Iron Awards: Quad Tracks AEM Advocacy Award: Gold 2023 Fast Company World Changing Ideas - Bobcat T7X

		Green Industry Pros 2023 Editor's Choice Awards – Bobcat ZT6200 autonomous zero-turn mower Equipment Today Contractor's Top 50 Products – Bobcat S7X skid-steer loader Diesel Progress Summit Awards – Bobcat T7X compact track loader Rental Magazine 2023 Editor's Choice Award – Bobcat S7X skid-steer loader Construction Equipment Top 100 New Products of 2023 Award – TL519 telehandler Construction Equipment Top 100 New Products of 2023 Award – AT450 articulating tractor Construction Equipment Top 100 New Products of 2023 Award – Light Compaction Compact Equipment Innovative Iron Awards – L95 compact wheel loader Heavy Equipment Guide's 2023 Top Introductions – L95 compact wheel loader Heavy Equipment Guide's 2023 Prototypes – Bobcat S7X skid-steer loader Heavy Equipment Guide's 2023 Prototypes – Bobcat RogueX concept loader Roads & Bridges 2023 Contractor Choice Award – Nitrogen breaker attachment Roads & Bridges 2023 Contractor Choice Award – E88 compact excavator Roads & Bridges 2023 Contractor Choice Award – S86 skid-steer loader Roads & Bridges 2023 Contractor Choice Award – Sweeper attachment More information can be found on our website https://www.bobcat.com/na/en/company/about/brand/awards-recognition	
20	What percentage of your sales are to the governmental sector in the past three years	Doosan Bobcat North America, Inc. dba Bobcat Company all divisions estimates that approximately 10% of our total sales are to the overall government sector within the past 3 years.	*
21	What percentage of your sales are to the education sector in the past three years	Doosan Bobcat North America, Inc. dba Bobcat Company all divisions estimates that approximately 8% of our government sales are to the education sector within the past 3 years.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Awarded with Bobcat Company, DIVAC. Now known as Doosan Bobcat North America, Inc. was awarded the NASPO contract in July of 2023. Master Agreement Number: OK-SW-192-300. we do not have sufficient data to report sales with NASPO as of April 2024 due to delay of contract launch. Since DIVAC (091520-DIV) was awarded a Sourcwell Contract in 2020 we have done over \$5M in sales. \$2.6M in 2023 \$1.6M in 2022 \$1.8M in 2021	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Doosan Bobcat North America Inc. also maintains strategic small business reseller partnerships with specific socio-economic set-aside certifications to offer the Bobcat® portfolio of products to the federal government sector averaging more than \$27M per year over the past three years.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Miami-Dade County Public Schools, FL	Daisy Knowles Stores and Mail Distribution	786 275-0631	*
City of Syracuse, NY	Richard DeVesty Director of Fleet Operations	(315) 800-9611	*
Brentwood Union Free School District	Daniel Calderon	631-434-2227	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
CITY OF SYRACUSE	Government	New York - NY	Purchase of (3) G30E-7 forklifts	\$30,500.00 each	Total Sales \$ 92,101.52	*
CLAYTON COUNTY WATER AUTHORITY	Government	Georgia - GA	Purchase of (1) G45S-7	\$36,525.00 each	Total Sales \$36,525.00	*
CITY OF CHULA VISTA	Government	California - CA	Purchase of (1) B20T-7 & (1) D45S-9	\$25,350.00 \$56,482.00	Total Sales \$ 81,832.00	*
ROANOKE CITY PUBLIC SCHOOLS	Education	Virginia - VA	ROANOKE CITY PUBLIC SCHOOLS Purchased (2) BW23S-7	\$4,219.00 Each	Total sales \$8,438.00	*
BRENTWOOD UNION FREE SCHOOL DISTRICT	Education	New York - NY	BRENTWOOD UNION FREE SCHOOL DISTRICT Purchased (2) G30E-7	\$23,929.00 Each	Total Sales \$47,858.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Bobcat Company's Government Accounts Team consists of 17 sales and sales support professionals, coupled with a corporate field sales and support staff of 82, over 3,762 dealer sales specialists serving North America, whom all interface with government customers and the 1,700+ independent Bobcat Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing, our sales force champions the government sales process throughout their respective areas of responsibility and territories. Teach, Train, Mentor and Develop continues to be our focus for a successful and sustainable government sales business model. Well versed in the government sales process, budget cycles, cooperative purchasing and contracts, our sales team, coupled with our world class dealer network remain steadfast to serve the government customer through the use of the Sourcwell contract(s) to further the efficiencies and of public procurement and stewardship of the taxpayer. (Please see the attached Sales Regions and Dealer Location List.	*
27	Dealer network or other distribution methods.	Bobcat Company has the most extensive compact equipment dealer/distribution network in the world. Some 1,700+ independently owned Bobcat® Product Dealer locations and 3,792 dealer sales specialists throughout North America that back each and every piece of Bobcat® equipment, serving thousands of customers, with local sales, service, parts, lease and rental. Bobcat® Product Dealers are known for their dedication to providing world class sales and customer service to ensure long lasting relationships and providing reliable equipment performance. Our dealer/distribution channels will continue to grow as we focus on our organizational long-range plan that strategically focuses on expansion of our product offering (organically and through acquisition) and expansion of our world class Bobcat® Dealer/Distribution channels.	*

28	Service force.	Bobcat Company's Corporate Field Service Staff of 46 service representatives and 21 internal company customer service/parts/troubleshooting representatives alongside the 1,700+ independently owned and authorized Bobcat® Product dealer locations in North America, which are responsible for the sales, delivery, warranty, parts and service throughout each assigned area of responsibility. Our world class dealers have the capability and tools in order to troubleshoot, diagnose, and service the customer quickly and efficiently to increase operational up time. Often times our service force will identify additional sales opportunities in addition to providing world class service. (See attached Service Regions and Dealer Location List)	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Quote preparation will be completed by the Bobcat® Government Accounts Department or Bobcat® Dealer Sales Representative Quote(s) presented will include respective Sourcewell contract pricing, Sourcewell contract number(s), ordering/purchase order instructions to submit to the Bobcat® Government Accounts Department or respective Bobcat® Dealer, and payment remittance instructions. All signed quotes and/or purchase orders will be sent to and handled/processed through the corporate Bobcat® Government Accounts Department to validate pricing, order control/visibility with the manufacturing, proper recording for audit purposes and sales report accountability. Order is entered into our ERP System Dealer owned stock inventory may be utilized to satisfy any Sourcewell contract sale given the inventory is readily available or may be transferred from additional dealer location if stock inventory is readily available. Costs associated with transfer such as additional freight, destination/handling, surcharges, inspections, assembly, dealer modifications, document fees, and any other costs associated with transfer will be the responsibility of the ordering entity. If factory ordered, delivering Bobcat® Dealer is notified of order and any special requirements and installation instructions. Machine is built, inspected, and shipped from the Bobcat® Factory to the respective delivering Bobcat® Dealer Bobcat® Dealer will complete the pre-delivery inspection, install ordered parts/accessories, attachments, consolidate additional ordered items, complete final delivery to government customer, and complete initial operator/safety/maintenance training. Bobcat® Dealer will submit a signed delivery report notifying Bobcat Company of delivery and acceptance of all ordered items in accordance with purchase order. Bobcat Company or Bobcat® Dealer will invoice the government customer. Sales are then recorded on retail activity report(s) for fee calculation and issuance to Sourcewell. Sales records will be retained per contract terms and conditions or corporate policy, whichever is longer.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Bobcat Company desires to create a world class customer experience to empower our customers to do more. Customer support and service issues are addressed at several levels; authorized dealer level, district service manager, regional service director, district sales manager, regional director, government sales team, and corporate dealer call center. Customer service is handled diligently and in a timely manner. When appropriate, customer service issues are elevated to the account managers, regional directors, and director of government sales for resolution. It is our desire to provide world class customer service and a world class customer experience and to this end, we strive to provide resolution and/or direction for resolution within a 24-hour period or sooner.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Bobcat Company intends on serving all Sourcewell participating entities throughout the United States and U.S. Territories. The robust Bobcat Company's Government Accounts Team consists of 17 internal sales and support individuals, coupled with a corporate field sales and support staff of 82, and 3,762 dealer sales specialists serving North America, whom all interface with government customers and the 1,700+ independent Bobcat® Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Bobcat Company's focus for a successful government sales business model. Well versed in government sales, our sales force coupled with our world class dealers steadfastly serve the government customers through the use of contracts to further the efficiencies of public procurement. Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non- members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts for example, the new US Army Installation Management Command IGSA agreement.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our partnership with Sourcewell and the Canoe Procurement Group in the past couple of years has provided new and exciting opportunities for the Bobcat® portfolio of equipment throughout the Canadian Provinces. We remain committed and excited about the continued expansion into Canada with our Sourcewell Contracts and strategic partnership with the Canoe Procurement Group. We have committed dedicated resources to growing our relationships and business development efforts within Canada and anticipate continued market share and revenue growth for Bobcat®, Canoe Procurement Group, and Sourcewell.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Bobcat Company will extend the use of the newly awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts. Additional charges will be the responsibility of the ordering entity to include but is not limited to the costs associated with using freight forwarders, air freight, OCONUS (Outside the Continental United States) trucking, fairy/barge transport, end destination charges and insurance etc. These charges will be added to account for the additional shipping charges either door to door and/or door to port depending on the customer's needs. Bobcat Company and its authorized Bobcat® Product Dealers and Distributors will work closely with the customer to ensure of the most economic methods used to satisfy the end government customer.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America and all territories. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts. Additional charges will be the responsibility of the ordering entity to include but is not limited to the costs associated with using freight forwarders, air freight, OCONUS (Outside the Continental United States) trucking, fairy/barge transport, end destination charges and insurance etc. These charges will be added to account for the additional shipping charges either door to door and/or door to port depending on the customer's needs. Bobcat Company and its authorized Bobcat® Product Dealers and Distributors will work closely with the customer to ensure of the most economic methods used to satisfy the end government customer.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Bobcat Company intends to market the contract through several mediums throughout North America. The following illustrates a snapshot of our marketing strategy: Primarily through information dissemination to internal, field staff, and dealer network on the value proposition of Sourcewell and cooperative purchasing, trainings, and promotions to all strategic SLED markets directly for government buyer visibility. Committed marketing staff and budget for national marketing material creation and national promotional strategies using the Bobcat® Branding guidelines alongside the Sourcewell brand. Marketing material and literature that is current/up to date with current product and promotional offerings to include Sourcewell logos and contract numbers. (See attached samples) Marketing Tactics; Print Media, Digital Media, Online Display Ads, E-Blasts, E- newsletter, and social media (see attached samples) Maintain a strong Bobcat presence at virtual and in-person tradeshow and association events such as NRPA, Park and Recreation Summit, APWA PWX, NaCO, NRECA, NY Gov Buy, NIGP, National League of Cities, CAPPO, FAPPO, NCPP, Canoe Procurement Group, Canadian Provincial Trade Associations, CPPC, and Sourcewell H2O etc. Bobcat Dealer Net for dealers to access government sales tools such as the Sourcewell Contract explanation of benefits, product offering, and who to contact with quoting or ordering questions. (see attached samples). Training Plan: Field Staff, Dealers and Distributors, Bobcat® Bootcamp for new dealer sales representatives, Bobcat® District, Regional, and National Dealer Meetings, Bobcat® Field Sales and Marketing Meeting, RPM Attachment Schools and training. Speaking engagements and Demonstrations: (most recent NCPP, Park & Recreation Summit, NRECA, Canada Room 2 Grow, CAPPO and APWA PWX) Thought Leadership Articles for publications and social media. Continued Bobcat® Dealer Network Expansion and Product Offering Expansion Utilization of Brand Ambassadors (see https://www.bobcat.com/company-info/news-media/press-releases)	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	At Doosan Bobcat, we leverage technology and digital platforms to maximize marketing effectiveness. Paid Google ads, electronic newsletters, and boosted social media posts on platforms like Facebook, LinkedIn, and Twitter are key tools in promoting brand awareness and generating leads. Our social media strategy targets all available platforms to engage our audience effectively. Additionally, we've established a dedicated government page on our website, referencing our Sourcewell contract for increased visibility. Our Regional Business Managers and Regional Service Managers are equipped with comprehensive training materials to ensure consistent messaging and support dealer training sessions. Resources are also prepared for our training facility to facilitate ongoing education. We utilize customer databases and third-party partnerships to identify opportunities for Sourcewell volume growth. Dealers play a vital role in promoting the Sourcewell community through their own platforms. Furthermore, we host regular training webinars for dealer sales teams, emphasizing the Sourcewell opportunity and its value proposition. Through strategic use of technology and digital data, Doosan Bobcat aims to enhance marketing effectiveness, expand reach, and drive growth within the Sourcewell community.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell serves a vital role in promoting contracts resulting from this RFP by offering competitively solicited contracts to its members, streamlining procurement processes, and delivering significant cost savings. As a trusted cooperative purchasing organization, Sourcewell acts as an intermediary between suppliers like Doosan Bobcat and governmental and educational entities seeking quality products and services. Integrating a Sourcewell-awarded contract into our sales process is seamless, given our existing utilization of Sourcewell with both dealers and direct customers. We recognize Sourcewell's role in simplifying purchasing for its members and prioritize promoting and utilizing Sourcewell contracts within our sales operations. Our sales team is equipped to effectively communicate the benefits of Sourcewell contracts to customers, and we incorporate these contracts into our sales presentations, marketing materials, and customer communications to highlight the value proposition and cost savings offered. Overall, our collaboration with Sourcewell enhances our sales process, driving efficiency, and delivering added value to our customers. We remain committed to strengthening this partnership and leveraging Sourcewell-awarded contracts to provide exceptional solutions to governmental and educational entities across North America.	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our products and services are currently not available through an e-procurement ordering process due to the complexity of machine configuration. However, most of our parts and accessories can be ordered through parts department or dealers. We are actively working on advancements in technology and systems within our organization to make ordering easier for governmental and educational customers in the future.	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	At Doosan Bobcat North America, Inc. dba Bobcat Company, we prioritize comprehensive training programs to ensure safe and efficient operation of our products. Our training options, tailored for Sourcewell participating entities, include product operation, equipment maintenance, and operator safety. Training is primarily delivered by our authorized dealers, supported by our dedicated service team across various territories. Basic training materials are included with product purchases, while advanced courses are available for a fee. In September 2019, we opened a state-of-the-art training center in Aurora, CO, designed to meet the needs of Doosan Bobcat North America, its dealers, and customers. This facility features technical training rooms, hands-on shop spaces, a large classroom-style auditorium, and a warehouse for equipment storage and display. Additionally, our Statesville, NC facility recently expanded with a \$70 million investment, including an outdoor training area for hands-on operator experiences. In Buford, GA, we are remodeling office spaces and expanding warehouse capacity to support growing inventory needs. We are also excited to announce that Doosan Bobcat is working on the production of the Electric Hydrogen forklift, showcasing our commitment to innovative and sustainable solutions. Doosan Bobcat North America, Inc. and its dealers provide initial standard operator and maintenance training upon equipment delivery, ensuring the best customer experience. Our corporate training staff also offers specialized, in-depth, and interactive training sessions for a minimal cost. By leveraging our advanced training centers and extensive dealer network, we are committed to delivering top-tier training and support, helping Sourcewell participating entities maximize the performance and safety of their equipment.	*
41	Describe any technological advances that your proposed products or services offer.	Bobcat Company is at the forefront of technological innovation, offering a range of advanced features and solutions that enhance efficiency, power, and versatility for government and military organizations. Our products are designed with information at the core, incorporating features that not only optimize performance but also lower the overall cost of ownership. Our operator compartments are ergonomically designed for comfort, with optimal pedal positions and infinitely adjustable steering columns, allowing operators to find their optimum driving positions easily. Safety is paramount with our Operator Safety System (OSS) and Guardian Stability System (GSS), which prevent unintended movements and enhance stability during operation. Powerful engines equipped with fuel-efficient power plants and power shift transmissions ensure smooth directional changes and precise control. Maintenance is made easy with maintenance-friendly designs, including side covering floor plates and fully adjustable ergonomic steering columns. Optional features such as the Auto Tilt Leveling System and Belly Shield provide additional protection and convenience, ensuring safe and efficient operation in various conditions. Our forklifts adhere to strict safety standards, with features like the Mass Interlock ISO 3691 and Seat Belt Interlock ensuring operator safety at all times. Additionally, our products are engineered with accessibility in mind, making routine maintenance quick and easy to perform without disassembling the machine. With advanced telematics options available, operators can monitor truck impacts, track operator hours, and receive maintenance notifications, streamlining operations and ensuring compliance with OSHA regulations. In the future, our products will incorporate AI algorithm engine controls to further reduce fuel consumption and carbon footprint emissions, demonstrating our commitment to sustainability and environmental responsibility.	*

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Bobcat Company is deeply committed to sustainability and environmental stewardship, reflected in our numerous green initiatives. We actively partner with notable figures and organizations to enhance our green efforts and give back to the community. One such partnership is with Chip Gaines, where we work together on projects that promote environmental conservation and sustainable practices in construction and landscaping. In collaboration with Parks and Recreation departments, Bobcat Company supports initiatives aimed at preserving natural habitats and creating green spaces in urban areas. This includes providing eco-friendly equipment for park maintenance and restoration projects, helping to ensure these areas remain beautiful and accessible for future generations. Our green initiatives are backed by several prestigious certifications, demonstrating our commitment to sustainability: • UL Ratings (E, ES, EE, LP, LPS, D, DS): These ratings ensure our equipment meets stringent safety and environmental standards. • CE Marking: Indicates conformity with health, safety, and environmental protection standards for products sold within the European Economic Area. • ISO 9001 and ISO 14001: Certification for quality management systems and environmental management systems, respectively. • ANSI Standards: Compliance with American National Standards Institute standards for safety and performance. • LEED Certification: Our facilities adhere to Leadership in Energy and Environmental Design standards, which emphasize energy efficiency and environmental responsibility. Additionally, Doosan Bobcat offers a range of electric products with near-zero emissions, including Lithium-Ion, Fuel Cell, and Conventional battery-powered options. These products are designed to reduce our carbon footprint and promote cleaner, more sustainable operations across various industries. Through these efforts and partnerships, Doosan Bobcat continues to lead the way in green innovation, ensuring that our products and practices contribute positively to the environment and the communities we serve. See attached Certificates.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Bobcat Company is deeply committed to sustainability and environmental responsibility, as evidenced by our adherence to stringent eco-labels, ratings, and certifications. Our electric products, spanning Lithium-Ion, Fuel Cell, and Conventional battery-powered options, achieve near-zero emission levels, aligning with our green technology initiatives. Certifications play a pivotal role in our commitment to excellence. Our products boast UL ratings of E, ES, EE, LP, LPS, D, and DS, along with the CE mark, ensuring compliance with rigorous safety and performance standards. Moreover, our facilities hold ISO certifications, including ISO 9001 for quality management and ISO 14001 for environmental management. Adherence to ANSI standards guarantees elevated levels of safety and reliability. In line with our dedication to sustainable practices, our facilities are LEED certified, emphasizing our efforts to minimize environmental impact and enhance energy efficiency. Additionally, all our products are compliant with EPA Tier 4 Requirements and CARB (California Air Resources Board) standards, showcasing our commitment to environmental stewardship and regulatory compliance. These certifications and compliance measures underscore Doosan Bobcat's unwavering dedication to energy efficiency, life-cycle design, and overall sustainability, making our equipment a conscientious choice for environmentally conscious operations.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	When appropriate Bobcat Company utilizes strategic partnerships for sourcing, services, and sales in order to meet supplier Diversity Plans, Small Business Plans Subcontracting Plans, and key Socio Economics/Small Business procurement objectives.	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	Bobcat Company offers a comprehensive range of equipment, including compact excavators, skid-steer loaders, telehandlers, forklifts, and other material handling machinery. This diverse product line ensures that Sourcwell members can access a variety of solutions from a single, reliable supplier, meeting diverse operational needs in construction, agriculture, and industrial applications. At the forefront of technology, Bobcat Company integrates advanced features such as auto shift transmission, reversal capability, fingertip controls, and blue operator safety lights into its products. Our forklifts come standard with oil-cooled disc brakes, offering a 5-year, 10,000-hour warranty. The large, visible instrumental panel and advanced 2-segment cooling system ensure high heat balance cooling, enhancing productivity and operator safety. With factory and dealer stock in excess of 2,000 units, Doosan Bobcat ensures quick and on-time delivery. We also offer the best lead times for factory orders, ranging from 15 to 35 weeks. Extended warranties and competitive pricing further enhance our market position, making Doosan Bobcat a unique and valuable partner for Sourcwell entities. Our strong reputation for durability and reliability, combined with an extensive global support network, ensures minimal downtime and maximum operational efficiency.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Bobcat Company offers one of the most comprehensive warranty packages in the industry, ensuring peace of mind for our customers. Our warranties cover all parts, labor, and travel costs within the specified terms. Optional protection and extended warranties are also available for increased coverage at an additional charge. Here is an overview of our warranty policies: Bobcat Limited Forklift Warranty: • Standard Warranty Period: 12 months/2000 hours • Drive Train Warranty Period: 24 months/4000 hours • Oil-Cooled Disc Brake Period: 60 months/10,000 hours Bobcat Forklift Assurance Warranty: • Base Warranty Period: 24 months/3000 hours • Drive Train Warranty Period: 36 months/6000 hours • Oil-Cooled Disc Brake Period: 60 months/10,000 hours • Covered Models: Class 1, 4, 5 through D60 with OCDB Bobcat PowerPlus Forklift Warranty: • Warranty Period: 36 to 60 months/6000 to 10,000 hours Bobcat Carriage to Counterweight Total Care Warranty: • Warranty Period: 36 to 60 months/6000 to 10,000 hours These warranties demonstrate our commitment to providing reliable products and exceptional customer service. For detailed information, please refer to the attached warranty statements.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Bobcat Company warranties are designed to provide comprehensive coverage without imposing excessive restrictions that adversely affect our customers' coverage. While we do have conditions related to abuse, misuse, environmental conditions, and lack of maintenance, we strive to be more liberal compared to many other OEMs in the industry. Our goal is to do the right thing for our customers most of the time. Typically, our warranties follow industry standards regarding the length of time or number of months (e.g., 12 or 24 months) and the number of hours (e.g., 2000 hours). We aim to ensure that our warranties offer fair coverage for the specified duration and usage. However, there are certain limitations or circumstances that may restrict or create warranty limitations, such as: • Unauthorized alterations or modifications to the equipment • Damage caused by environmental conditions • Inadequate maintenance or adjustments • Normal wear and tear • Consumable items • Unauthorized repairs • Rentals or loaner units • Diagnostic time • Freight charges • Project or job loss and cleanup time We aim to be transparent about any limitations or restrictions associated with our warranties, ensuring that our customers understand their coverage and can make informed decisions.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Bobcat Company warranties typically cover a flat rate of 1.5 hours of travel per warranty occurrence as a standard practice. However, in special circumstances where additional travel time for technicians is necessary to perform warranty repairs, we will consider extending coverage beyond the normal scope. Our aim is to ensure that our customers receive timely and efficient service, regardless of the location or circumstances of the repair.

49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Bobcat Company boasts a robust network of over 1700+ Bobcat® dealers covering most servicing locations across the United States and Canada. Additionally, we have a vast number of other Bobcat dealers specializing in construction, grounds maintenance, and portable power, all of whom are willing to assist in providing service for warranty repairs. In the unlikely event that a certified technician is unavailable in a specific geographic region, we are fully committed to ensuring that Sourcewell participating entities receive prompt and efficient service. We will leverage our extensive network of dealers, including material handling dealers and other Bobcat dealers, to address any warranty repair needs promptly and effectively. Our priority is to uphold our commitment to customer satisfaction and ensure that all Sourcewell participating entities receive the service they require, regardless of geographic limitations.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically, warranties for items made by other manufacturers, such as attachment manufacturer products, are passed on to the original equipment manufacturer (OEM). However, there have been instances where we have supported warranty service for such items if deemed necessary. In the case of items not manufactured by Bobcat Company, warranty service will be passed on to the respective OEM. It's important to note that all products currently offered in response to this RFP will be covered by the warranty of Bobcat Company. We are committed to ensuring that our customers receive comprehensive warranty coverage for all products included in our proposal.	*
51	What are your proposed exchange and return programs and policies?	Our proposed exchange and return programs and policies are designed to ensure a world-class customer experience. While exchanges and returns are rare occurrences, we understand that situations may arise where they become necessary. In such cases, we are committed to working closely with the customer on a case-by-case basis to swiftly provide resolution and minimize any disruption to their operations. Our intent is to create a seamless process for exchanges and returns, prioritizing customer satisfaction and ensuring that their needs are met effectively. Additionally, it's important to note that our return rate is very rare, reflecting the high quality and reliability of our products. We remain dedicated to delivering exceptional service and support to our customers throughout their ownership experience.	*
52	Describe any service contract options for the items included in your proposal.	Bobcat Company provides a range of service contract options to ensure the optimal performance and longevity of the items included in our proposal. With a network of over 109 dealerships across the US and Canada, boasting around 250 service locations, we guarantee consistent and high-quality maintenance services for all our end users and customers at competitive rates. Bobcat Care T&M PM Plan: • This maintenance plan offers Time and Material (T&M) services for planned maintenance. It covers routine maintenance tasks recommended by the manufacturer, ensuring that equipment operates efficiently and effectively. Customers pay for services rendered, including labor and parts, based on actual usage. Bobcat Select Care PM Planned Maintenance: • This option provides planned maintenance services with a fixed cost structure plus parts. It covers recommended scheduled maintenance tasks to maintain equipment reliability and performance. Customers benefit from predictable pricing and budgeting, knowing the exact cost of maintenance services upfront. Bobcat Dedicated Care FM: • Our most comprehensive maintenance plan, Bobcat Dedicated Care FM, encompasses full maintenance services, including scheduled maintenance, breakdown repairs, and overhaul repairs. While it typically covers all maintenance needs, exceptions may include charges for items such as tires, transport, and rentals, unless otherwise agreed upon. Additionally, this plan excludes warranty coverage and may incur charges for abuse-incurred damages or lack of daily maintenance. These service contract options are designed to meet the diverse needs of our customers, providing flexibility, reliability, and peace of mind. Our dedicated dealer network ensures that maintenance services are delivered with the highest quality standards, maximizing equipment uptime and performance.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30, with no prompt payment discounts currently offered. Accepted payment methods include ACH (Automated Clearing House), credit card, or wire transfer. These options provide flexibility and convenience for our customers to complete transactions efficiently and securely.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Bobcat Company provides competitive leasing, tax-free municipal leasing, and a variety of financing options tailored to meet the needs of educational and governmental entities. These solutions can be accessed through our headquarters, authorized dealer locations, or third-party financing organizations like Wells Fargo, PNC, Synchrony, and NCL Government Capital. We strive to offer flexible and accessible financing, empowering entities to acquire necessary equipment while effectively managing their budgets. Our partnerships with reputable institutions ensure customers have access to competitive rates and terms, facilitating efficient equipment acquisition to support their operations.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	The standard transaction documents proposed for use in connection with an awarded contract include quote templates that itemize costs associated with the transaction. These costs encompass standard equipment, related surcharges, factory-installed options, dealer-installed options, freight, dealer PDI (Pre-Delivery Inspection), dealer assembly charges, and any other relevant expenses. Each quote includes essential information such as the quote date, quote number, agency name, point of contact information, delivering dealer details, Sourcwell contract number, and member number. Attached to this response is a sample quote illustrating the itemized breakdown of costs and pertinent contract information. Invoices generated from these quotes mirror the itemization provided in the quote, simplifying the cross-referencing process for the customer. Additionally, we maintain a customer code and implement a monthly reporting process to ensure accuracy and transparency. This involves cross-checking the system against a manual log, followed by a quarterly review within three working days post-quarter end. The Sourcwell quarterly administrative fee report is submitted to accounting for payment and processed accordingly. [Sample Quote Template Attached]
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Bobcat Company and its dealers do accept government purchase cards to fulfill payment requirements. While this practice is not widespread presently, we reserve the right to impose an applicable credit card fee aligned with the purchase cost if a P-card is utilized. It's important to note that Sourcwell pricing remains highly competitive, and any associated costs with this payment method would be added to the invoice if utilized.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Bobcat Company pricing model will be ceiling based beginning with a specified percentage discount off manufacturers suggested list price by product or product category. (See Bobcat Company Price Pages attached) (Canadian pricing can be calculated by adding the current exchange rate and any applicable tax).

58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing proposal in this response represents a percentage discount of approximately 53% off the manufacturer's suggested list price for most models, with an additional Sourcewell discount applied. Pallet jacks and stackers offer a 30% discount plus an additional discount on all options. These discounts are reflected in the attached price pages, which outline the standard discount off the list price. However, for new products not yet available for production or commercially, pricing structures may differ, requiring a distinct discounting policy. This flexible discount arrangement accommodates the introduction of new models and product expansions while ensuring competitive pricing and market position throughout the contract term. Additional discounts relevant to manufacturing pressures, discount programs, and market share opportunities may also be offered. Please see attached price pages.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	We offer quantity or volume discounts upon request, with favorable considerations for quantities of 10 or more units ordered on the same purchase order (PO) or on the same date. These discounts are designed to provide cost savings for larger orders and encourage bulk purchases.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Bobcat Company facilitates the procurement of sourced goods, products, or services, also referred to as open market items or nonstandard options, by itemizing and offering them on quotes provided to Sourcewell members. These items may be priced at the dealer's cost or at fair market value, as agreed upon between the member and the dealer. Batteries and chargers are quoted at a net landed cost without discount, with fixed freight rates provided for units delivered to the continental USA. For deliveries to Alaska, Hawaii, and Canada, customers are required to contact Doosan Bobcat North America for specific rates, while forklift capacities above 12,000 lbs necessitate direct communication with Doosan Bobcat North America to determine pricing based on specifications and final destination.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The total cost of acquisition may not be limited to the quoted price and may include additional charges. These could encompass: • Manufacturer freight destination charges • State and local sales tax • Dealer assembly and installation fees • Setup and redelivery charges • Inspection and document fees • Finance and insurance costs • Environmental disposal and material surcharges • Fuel and freight forwarding fees • Air freight and dealer final destination charges • Training services and warranty plans • Escrow and extended warranty/protection plans • Pre-delivery inspection and installation costs • Fuel and material / logistics surcharges Furthermore, for electric forklifts with separate chargers, the purchaser may need to cover the expense of hiring an electrician for hardwiring.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The complete freight, shipping, and delivery program entail the following details: • Freight costs are determined by the product and shipping region and are itemized on the quote provided to the customer. • Unless otherwise specified, the customer is responsible for covering the freight, delivery, and shipping expenses. • Units are shipped from the factory to the nearest dealer for pre-delivery inspection (PDI) and any necessary parts or accessories installation. • The dealer is tasked with contacting the customer to arrange final delivery within the agreed-upon delivery timeline. • Freight costs for forklifts up to 12,000 lbs capacity are outlined in the pricing model, while costs for units above 12,000 lbs are determined on a case-by-case basis depending on shipment location and specifications. • Final destination deliveries to Alaska, Canada, and Hawaii require a separate rate determined at the time of order placement.	*

63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Alaska, Hawaii, Canada, or any offshore locations, the following freight, shipping, and delivery terms or programs apply: • Freight costs for deliveries to these locations are determined separately at the time of order placement. • Shipping rates are calculated based on the specific destination, shipment weight, and other logistical factors. • Customers are responsible for covering all associated freight, shipping, and delivery expenses, which will be itemized and included in the quote provided. • Deliveries to these locations may incur additional transit time compared to mainland destinations, depending on factors such as distance and logistics. • Customers will be provided with detailed shipping information and tracking numbers to monitor the progress of their delivery. • Special arrangements or considerations may be made for deliveries to remote or hard-to-reach locations, ensuring that the equipment reaches its destination safely and efficiently. • Any applicable taxes, customs duties, or import fees associated with deliveries to international destinations like Canada will be the responsibility of the customer and may vary based on local regulations and requirements. • Additionally, Bobcat Company has (4) Material Handling Distribution Centers located in Los Angeles, Compton, California, and two locations in Buford, Georgia. These centers facilitate efficient distribution and can serve as warehousing for delivery to the final destination.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Bobcat Company offers customized delivery solutions for unique situations. We prioritize collaboration with customers to understand their needs and devise efficient, cost-effective delivery methods. Whether it's special handling, expedited shipping, or tailored logistics, we're committed to ensuring safe and timely delivery. Our team is dedicated to providing exceptional service and support throughout the process.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing offered in response to this Sourcewell RFP is the same or better than some pricing offered to other GPO's, Cooperative procurement organizations or state purchasing departments. Because of the ceiling-based pricing, the discount structure offered will allow for best value, better flexibility, better column discount considerations and will position us to provide more competitive discounts as needed to accommodate budgets or customer situations.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our self-audit process for Sourcewell compliance involves several key steps: 1. Distribution of Contract Details: Contract-specific pricing and instructions are distributed to Bobcat dealers and distributors, ensuring they have the necessary information to comply. 2. Integration into Sales Systems: Contract pricing and discounts are integrated into our sales systems, enabling easy access for inside sales staff and dealers to ensure compliance when quoting and processing orders. 3. Verification and Documentation: All Sourcewell-related quotes and orders are documented in our CRM tool and internal sales reports, facilitating efficient reporting of quarterly sales data to Sourcewell and ensuring proper administrative fee remittance. 4. IT Automation: Monthly batch processes utilize specific sales codes to identify all Sourcewell-related orders processed, streamlining the tracking and reporting process. By implementing these measures, we maintain consistency, transparency, and accuracy in reporting quarterly sales to Sourcewell, ensuring full compliance with the contract terms and conditions.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded the contract, here are some internal metrics we'll track to gauge our success: 1. Sales Performance: We'll monitor total revenue generated from the contract, sales growth over time, and our market share within the Sourcewell participating entities' sectors. 2. Dealer Performance: We'll assess dealer performance through scorecards, evaluating key indicators like sales volume, customer satisfaction ratings, and adherence to contract terms. 3. Customer Satisfaction: Regular surveys will help us gauge satisfaction levels with our products, services, and overall customer experience under the contract. 4. Contract Compliance: We'll ensure compliance with all contract terms and conditions, including timely product delivery, pricing agreements, and service level fulfillment. 5. Service Quality: We'll track the quality and timeliness of service provided, measuring response times for maintenance and repair requests, issue resolution, and gathering customer feedback on service experiences. By monitoring these metrics, we can measure our performance, identify areas for improvement, and ensure we're delivering the best possible service to Sourcewell participating entities.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed administrative fee that we will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract, if awarded, is a 1% fee. This fee will be calculated as a percentage of our sales under the Contract and will not be a line-item addition to the Member's cost of goods.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Bobcat Company is proud to offer a comprehensive range of material handling solutions to meet the diverse needs of our customers. Our portfolio includes a wide variety of equipment, products, and services designed to enhance productivity, efficiency, and safety in material handling operations. Pallet Jacks: Our lineup includes pallet jacks ranging from lightweight models suitable for small-scale operations to heavy-duty models capable of handling loads up to 3000 lbs. These pallet jacks are designed for ease of use and durability, making them ideal for warehouse, distribution, and logistics applications. Forklifts: We offer a diverse range of forklifts to suit various lifting capacities and operational requirements. Our diesel forklifts range from compact models with a capacity of 3000 lbs to heavy-duty models capable of lifting loads up to 55,000 lbs. Additionally, we provide electric forklifts with capacities up to 10,000 lbs and LP gas forklifts with capacities up to 15,000 lbs. Our forklifts are built to deliver superior performance, reliability, and efficiency in demanding industrial environments. Electric and LP Gas Forklifts: Our electric forklifts offer emissions-free operation and are well-suited for indoor applications where noise and emissions are a concern. With capacities up to 10,000 lbs, these forklifts provide exceptional maneuverability and control, making them ideal for warehouse and distribution center operations. Similarly, our LP gas forklifts offer robust performance and versatility, with capacities up to 15,000 lbs. These forklifts are well-suited for outdoor applications where power sources may be limited. Services: In addition to our industry-leading equipment, we provide a range of services to support our customers throughout the entire lifecycle of their material handling equipment. Our services include maintenance, repair, and parts support to ensure maximum uptime and reliability. We also offer operator training programs to enhance safety and efficiency in material handling operations. Overall, Bobcat Company is committed to providing innovative material handling solutions that meet the evolving needs of our customers. With our extensive lineup of equipment, products, and services, we empower businesses to optimize their operations and achieve greater success in today's competitive marketplace.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	1. Forklifts and Material Handling Equipment: Class 1: Cushioned Tire and Pneumatic Tire Models • Three-Wheel and Four-Wheel Sit-Down Riders • Stand-Up Type Counterbalance Units Class 2: Pantagraph Reach Trucks and High-Level Order Pickers • Lift Height Exceeding 300 Inches Class 3: Walking Freighters and Double Pallet Handlers • Stackers, Reach Stackers, Center Control Units, etc. Class 4: Cushion Warehouse Type Products • Lifting Capacity Ranging from 3000 to 12,000 Pounds • Including Compact Boxcar Types Class 5: Comprehensive Line of Products • Lifting Capacity Ranging from 3000 to 55,000 Pounds • 48-Inch Load Center Trucks 2. Industrial Equipment and Machinery 3. Equipment Leasing and Financing Options 4. Maintenance Plans and Service Contracts 5. Warranties and Support Services 6. Accessories and Parts Associated with Material Handling Equipment These subcategories cover the range of products and services offered within the Doosan Bobcat North America, Inc. portfolio, aligning well with the scope of the Sourcewell RFP.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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71	Class I: Electric Motor Rider Trucks	☒ Yes ☐ No	Bobcat B15T-7 3000lbs Bobcat B18T-7 3500lbs Bobcat B20T-7 4000lbs Bobcat BC15S-5 3500lbs Bobcat BC18S-5 3500lbs Bobcat BC20SC-5 4000lbs Bobcat BC20S-7 4000lbs Bobcat BC25S-7 5500lbs Bobcat BC30S-7 6000lbs Bobcat BC32S-7 6500lbs Bobcat B15SU-9 3000lbs Bobcat B18SU-9 3500lbs Bobcat B20SU-9 4000lbs Bobcat B16X-7-80V 3200lbs Bobcat B18X-7-80V 3600lbs Bobcat B20X-7-80V 4000lbs Bobcat B25X-7-80V 5000lbs Bobcat B30X-7-80V 6000lbs Bobcat B35X-7-80V 7000lbs Bobcat B40X-7-80V 8000lbs Bobcat B45X-7-80V 9000lbs Bobcat B50X-7-80V 10,000lbs	*
72	Class II: Electric Motor Narrow Aisle Trucks	☒ Yes ☐ No	Bobcat BR18SP-7 plus 3500lbs Bobcat BR20SP-7 plus 4000lbs Bobcat B15OP-9 3000lbs	*
73	Class III: Electric Motor Hand Trucks or Hand Rider Trucks	☒ Yes ☐ No	Bobcat BR18SP-7 plus 3500lbs Bobcat BR20SP-7 plus 4000lbs Bobcat B15OP-9 3000lbs Bobcat BER30-9 6000lbs Bobcat BER40-9 8000lbs Bobcat BWC33S-7 6500lbs Bobcat BW23S-7 4500lbs Bobcat BWS17S-7 3300lbs Bobcat BWP17S-7 3300lbs	*
74	Class IV: Internal Combustion Engine Trucks (Solid/Cushion Tires)	☒ Yes ☐ No	Bobcat GC15S-9 3000lbs Bobcat GC18S-9 3500lbs Bobcat GC20SC-9 4000lbs Bobcat GC20S-9 4000lbs Bobcat GC25S-9 5000lbs Bobcat GC30S-9 6000lbs Bobcat GC33S-9 6500lbs Bobcat GC35S -9 8000lbs Bobcat GC45S-9 10,000lbs Bobcat GC55C-9 12,000lbs Bobcat GC35BCS-9 8000lbs Bobcat GC45BCS-9 10,000lbs Bobcat GC55BCS-9 12,000lbs	*
75	Class V: Internal Combustion Engine Trucks (Pneumatic Tires)	☒ Yes ☐ No	Bobcat G15S-5LP 3000lbs Bobcat G18S-5LP 3500lbs Bobcat G20SC-5LP 4000lbs Bobcat G20E-7 4000lbs Bobcat G25E-7 5000lbs Bobcat G30E-7 6000lbs Bobcat G33E-7 6500lbs Bobcat G35EC-7 7000lbs Bobcat G35S-7 8000lbs Bobcat G40S-7 9000lbs Bobcat G45S-7 10,000lbs Bobcat G50C-7 11,000lbs Bobcat G55C-7 12,000lbs Bobcat G60S-7 13,500lbs Bobcat G70S-7 15,500lbs	*

76	Class VI: Electric and Internal Combustion Engine Tractors	☒ Yes ☐ No	Bobcat D20S-9 4000lbs Bobcat D25S-9 5000lbs Bobcat D30S-9 6000lbs Bobcat D33S-9 6500lbs Bobcat D35C-9 7000lbs Bobcat D35S-9 ODB 8000lbs Bobcat D40S-9 ODB 9000lbs Bobcat D45S-9 ODB 10,000lbs Bobcat D50C-9 ODB 11,000lbs Bobcat D55C-9 ODB 12,000lbs Bobcat D60S-9 13,500lbs Bobcat D70S-9 15,500lbs Bobcat D80S-9 17,500lbs Bobcat D90S-9 20,000lbs Bobcat D100S-7 22,000lbs Bobcat D120S-7 26,000lbs Bobcat D140S-7 31,000lbs Bobcat D160S-7 36,000lbs Bobcat DV180-7 40,000lbs Bobcat DV250-7 55,000lbs	*
77	Class VII: Rough Terrain Forklift Trucks	☒ Yes ☐ No	To be added upon public launch	*
78	Container Handlers (Reach stackers, loaded or empty container handlers)	☐ Yes ☒ No	N/A	*
79	Forklift, lift truck and container handler accessories, attachments to the extent that the solutions are complementary to the offering of 71-78 above	☒ Yes ☐ No	forklift accessories and associated attachments.	*
80	Related services complementary to the offering of the solutions described in Sections 71-78 above	☐ Yes ☒ No	N/A	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 81. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - DBNA Price Pages.zip - Thursday May 30, 2024 14:42:18
- [Financial Strength and Stability](#) - DBNA Financials.zip - Thursday May 30, 2024 14:27:58
- [Marketing Plan/Samples](#) - DBNA 1 Marketing.zip - Thursday May 30, 2024 15:19:01
- [WMBE/MBE/SBE or Related Certificates](#) - DBNA Certifications.zip - Thursday May 30, 2024 15:32:25
- [Warranty Information](#) - DBNA Warranty files.zip - Thursday May 30, 2024 14:20:04
- [Standard Transaction Document Samples](#) - DBNA Standard Transaction documents.zip - Thursday May 30, 2024 14:20:43
- Requested Exceptions (optional)
- [Upload Additional Document](#) - DBNA Dealer list and territory map.zip - Thursday May 30, 2024 16:14:14

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeff Sexton, Government Account Specialist, Doosan Bobcat North America, Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Forklifts_Lift Trucks_RFP053024 Thu May 23 2024 09:20 AM	☒	1
Addendum_1_Forklifts_Lift Trucks_RFP053024 Fri April 12 2024 08:51 AM	☒	1

AMENDMENT #1
TO
CONTRACT # 053024-DIV

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Doosan Bobcat North America, Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Medium Duty and Compact Construction Equipment with Related Attachments to Sourcewell and its Participating Entities, effective July 24, 2024, through July 23, 2028 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

Section 18. Insurance–Subsection A. Requirements– Item 5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability insurance of the Contract is deleted in its entirety.

Section 18. Insurance–Subsection A. Requirements– Item 6. Network Security and Privacy Liability Insurance of the Contract is deleted in its entirety.

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by:

By:

Jeremy Schwartz

C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 3/10/2025 | 12:32 PM CDT

Doosan Bobcat North America, Inc.

Signed by:

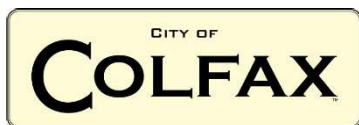
By:

Jarrold Steck

21674DCE2C464FF...

Jarrold Steck, Vice President Material Handling

Date: 3/10/2025 | 11:51 AM CDT



Staff Report to City Council

FOR THE JUNE 24, 2026 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Josette Reina-Luken, Contract Negotiator
Subject: Memorandum of Understanding with the Stationary Engineers Union Local 39

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Approve Resolution No. __-2026, authorizing the Mayor and City Manager to execute the updated Memorandum of Understanding between the City of Colfax and IOUE, Stationary Engineers, Local 39 Representing General Employees July 1, 2026 through June 30, 2029.

Summary/Background

On August 27, 2025, City Council approved a Side Letter Agreement for eight employees represented by Union Local 39 which modified and clarified specific terms of the current Memorandum of Understanding (MOU), effective July 1, 2021, through June 30, 2026. The Side Letter formally requested the City re-evaluate the employee salary range, callback/standby pay, wastewater treatment plant operator license pay, and consider an equity salary increase. Now as the current agreement term is scheduled to expire on June 30, 2026, the City Manager along with Josette Reina-Luken (MNJ Advisors) and City staff formally began negotiations on March 27, 2026. The City negotiation team and the Union conducted multiple meetings to develop a mutually beneficial agreement. The City's negotiating team and the Union were able to arrive at a tentative agreement that was voted on by the membership and ratified.

The attached MOU reflects clean-up language changes and future cost adjustments that enable the City to retain and attract quality employees, while maintaining fiscal sustainability to the City of Colfax. The major changes in the MOU include:

- Term: Three-year term, effective July 1, 2026, and expires on June 30, 2029.
- Cost of Living Increases (COLA):
 - Fiscal Years 2026-27, 2027-28, and 2028-29 employees will receive a cost of living based on the consumer index. The increase shall be not less than 2% nor more than 4%.
- Overtime (CTO):
 - Effective July 1, 2026, CTO bank limit increase from 60 hours to 80 hours. All other CTO provisions still apply.
- Standby Pay
 - The Standby Pay rate will increase from \$4.00 an hour to \$4.50 an hour effective July 1, 2028.
- Medical:
 - The City will continue to contribute up to \$1,875 for Employee Only per month for the cost of medical, dental and vision insurance and then increase to \$1925 per month beginning July 1, 2028.
 - For Employee plus One, the City will contribute \$1,950 monthly beginning on July 1, 2026 and increase it by \$75 annually every July through July 1, 2028, with the highest final amount being \$2,100.
 - For Employee plus Family, the City will contribute \$2,100 monthly beginning on July 1, 2026 and increase it by \$75 annually every July through July 1, 2028, with the highest final amount being \$2,250.

- Vacation Leave: Employees accrual rate change for those with service of ten to nineteen years. Current benefit is 20 days. The proposed change is to split this group into two and provide 20 days for those with service of ten to fourteen years and 22 days for those with service of fifteen to nineteen years. All other accrual rates remain the same with the top service credit leave of twenty years or more remaining at 25 days.
- Holidays: the Federal Juneteenth holiday was officially added to the City Observed Holiday List
- Uniforms: Boot Allowance will increase from \$275 to \$325 per year per employee; Jacket Allowance of \$250 per year per employee; and City provided uniform allowance beginning on July 1, 2026 with access to laundry facilities.

Staff is recommending Council authorize the Mayor and City Manager execute the updated Memorandum of Understanding between the City of Colfax and IOUE, Stationary Engineers, Local 39 Representing General Employees July 1, 2026, through June 30, 2029.

Fiscal Impacts

Based on the agreement costs with the current employee composition and estimating COLA at 3.5% annually, the fiscal impact of this agreement is approximately \$100,000 including the value of leave, direct cash and capital investment. This further breaks down to an annual average cost of \$4166 to each represented employee.

Attachments:

1. Resolution ___ - 2026
2. Memorandum of Understanding with the Stationary Engineers Union Local 39 – Redline
3. Memorandum of Understanding with the Stationary Engineers Union Local 39 – Clean Version

City of Colfax

City Council

Resolution № __-2026

AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE UPDATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COLFAX AND IOUE, STATIONARY ENGINEERS, LOCAL 39 REPRESENTING GENERAL EMPLOYEES JULY 1, 2026 THROUGH JUNE 30, 2029

WHEREAS, the City of Colfax (City) and the International Union of Operating Engineers, Stationary Engineers Local 39 (Union), through their duly authorized representatives, negotiated a Memorandum of Understanding (MOU); and,

WHEREAS, the City Council of the City of Colfax has determined that approval of the MOU is in the best interest of the City and its employees.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the Mayor and City Manager to execute the updated Memorandum of Understanding between the City of Colfax and IOUE, Stationary Engineers, Local 39 Representing General Employees July 1, 2026 through June 30, 2029.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 24th day of June 2026 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Caroline McCully, Mayor

ATTEST:

Gabrielle Christakes, City Clerk

**AGREEMENT
BETWEEN**

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MEMORANDUM OF UNDERSTANDING

**CITY OF COLFAX
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY
ENGINEERS, LOCAL 39, AFL-CIO
~~2024-~~
July 1, 2026**

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- June 30, 2029



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Preamble	
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Article-3	Union Rights
Article-4	Management Rights
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PREAMBLE

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act, by and between the ~~City Manager of the~~ CITY OF COLFAX (the "City") and ~~I.U.O.E.-IUOE~~, STATIONARY ENGINEERS, LOCAL 39 (the "Union") the first day of July, ~~2021-2026~~.

The parties have met and conferred in good faith regarding wages, hours, and other items and conditions of employment of the represented employees of the City of Colfax and have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The MOU shall be presented to the City Council as the joint recommendations of the undersigned for salaries, fringe benefits, and working conditions of all represented employees of the City of Colfax.

The MOU and following agreements shall not become effective until approved by the Colfax City Council and ~~I.U.O.E.-IUOE~~, Stationary Engineers, Local 39.

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ARTICLE 1: RECOGNITION

The City hereby recognizes the Union as the exclusive representative for all employees in the following job classifications ~~in~~ within the General Bargaining Unit:

- Clerk Typist
- Lead Mechanic
- Maintenance Worker I
- Maintenance Worker II
- Public Works Working Supervisor
- Operator in Training
- Operator II
- Operator III
- Chief Plant Operator
- Administrative Assistant / Community Development

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The City, ~~as defined in Appendix "A" (attached) of this agreement, and~~ agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to hours, wages, and conditions of employment of said employees as authorized by law.

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ARTICLE 2: SCOPE OF AGREEMENT

A. Term: This agreement shall remain in full force and effect until June 30, ~~2026-2029~~.

B. Procedure for Meet and Confer: The City, through its representatives, shall meet and confer in good faith with representatives of the Union regarding matters within the scope of representation, including wages, hours, and other terms and conditions of employment, in accordance with the provisions of the Meyers-Milias-Brown Act.

ARTICLE 3: UNION RIGHTS

The Union has the right to represent its members before the City Council or advisory boards or commissions or the City Manager or his designee with regard to wages, hours, and conditions of employment or other matters within the scope of representation. Employees represented by the Union shall be free to participate in Union activities without interference, intimidation, or discrimination, in accordance with State law and City policies, rules, and regulations.

The Union shall have the following rights:

A. Union Access

A. : The Union shall have access to bargaining unit members outside of their assigned duties; before and after work hours, at meal and break periods, without prior notice.

B. Bulletin Boards

B. : The Union may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by the Union, and shall bear the date of posting. A copy of all items posted shall be forwarded to the City.

C. Use of Facilities

C. : The City Manager, upon request, may permit the Union to use designated facilities, depending upon availability of space, for meeting purposes. No request for use of City facilities shall be unreasonably denied.

D. Union Dues and Initiation Fees: The Employer, City shall deduct union dues from the wages of employees in the bargaining unit upon receipt of written notice from the Union, will make a single deduction of an initiation fee from newly hired employees who choose to become that the employee has authorized such deductions. Deductions shall commence or cease no later than the first full pay period following notification from the Union members and deduct one month's current periodic.

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~~Employee requests to cancel or modify dues deductions shall be directed to the Union dues based. The City shall implement any changes to dues deductions only upon a uniform dues schedule written notification from the pay of each Union employee.~~

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~~In the event of a dispute regarding dues deductions, the Union shall provide documentation of the employee's authorization upon request.~~

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The Union shall defend, indemnify, and hold the City harmless ~~against from~~ any and all claims, demands, expenses, suits, orders, judgments or other forms of liability that ~~shall~~ arise out of or by reason of ~~action actions~~ taken by the City under this ~~article. Article, in accordance with California Government Code 1157.12(a).~~

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~~G.~~ **New Hire Orientation:**

~~E.~~ The Union's Business Representative or designee shall be given the opportunity to make a membership presentation at the employer's regularly scheduled new employee orientation sessions.

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~~H.~~ **Federal PAC Contributions**

~~The City will deduct an amount as determined by written direction from the Local 39 member for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 39 Federal Political Action Committee (PAC) are not conditions of membership in the Stationary Engineers, Local 39 or of employment with the District and that the Local 39 Federal PAC will use such monies in making political contributions in connection with Federal, State, and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee hours worked on forms provided by the Local 39 Federal PAC, shall be remitted to 1620 North Market Blvd. Sacramento, CA: 95834.~~

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~~The costs of administering this payroll deduction for Local 39 Federal PAC are incorporated into the economic package provided under the terms of this Agreement so that the Local 39 Federal PAC has, through its negotiation and its execution of this Agreement, reimbursed the district for the costs of such administration.~~

~~I.~~ **Maintenance in Membership:**

~~F.~~ The written authorization for ~~HUE~~ Union dues ~~deduction deductions~~ shall remain in full force and effect ~~during the life of this Agreement; provided, however, that in accordance with the terms of the employee's signed authorization. The City shall rely on the Union's certification regarding the validity, continuation, and any employee may withdraw from HUE by sending a signed withdrawal letter to HUE within thirty (30) calendar days prior to~~

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~~the expiration of this Agreement~~revocation of such authorization. The City shall implement any changes to dues deductions only upon written notification from the Union.

Written Notice:

G. The right to be given reasonable written notice of any proposed ordinance, rule, resolution or regulation, or amendment thereto relating to matters within the scope of representation.

Reasonable Access:

H. Reasonable access to employee work locations for officers of the Union and the officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the City or established safety or security requirements.

ARTICLE 4: MANAGEMENT RIGHTS

A. ~~A.~~ The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service and; determine the procedures and standards of selection for employment and promotion; train and direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; to exercise complete control and discretion over its organization and the technology of performing its work; and to make rules and regulations for its employees consistent with this MOU.

B. ~~B.~~ The City maintains the right to use qualified volunteers or reserves in the City service, provided such use does not adversely affect wages, hours, and other terms and conditions of employment of represented employees. Use of said individuals shall be in accordance with State law and regulations.

C. ~~C.~~ Nothing contained within the Article is intended to, in any way, supersede or infringe upon the rights of the recognized employee organization as provided under State and Federal law, including, but not limited to, California State Government Code Sections 3500 through 3510, inclusive.

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ARTICLE 5: NO DISCRIMINATION

There shall be no discrimination because of race, creed, color, national origin, sex, sexual preference or legitimate Union activities against any employee or application for employment by the City and to the extent prohibited by applicable State and Federal law, there shall be no discrimination because of age. There shall be no discrimination against any handicapped person solely because of such handicap unless that handicap prevents the person from meeting the minimum standards established for the employment position the applicant seeks. Nothing in this article shall in any way change current case law regarding employer's liability for discrimination nor shall it remove any defense currently or in the future with regard to employment discrimination.

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ARTICLE 6: SALARY**A. Salary Ranges**

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~~A. Employees hired prior to July 1, 2021: The salary range for existing employees will be converted from the current 5-step salary range to: Each job classification shall have a 9-step salary range. The new salary range will consist consisting of 9six (6) steps, with 5%a five percent (5%) increase between existing steps 1, 2, 3, 4, and 5, and 2.5% between additional steps 6, 7, 8 and 9. Employees will advanceeach step for all classifications. The salary range structure shall apply uniformly to all classifications within the bargaining unit. Advancement through the salary range shall occur on an annual basis, consistent with City personnel policies and procedures. (Attachment A)~~

~~Employees hired on or after July 1, 2021: The salary range for new hires will consist of 11 steps, with 2.5% between steps. The top step of the salary range for new hires will be approximately 5% lower than the new top step for current employees. Employees will advance through the salary range on an annual basis consistent with City personnel policies and procedures. (Attachment B)~~

B:

B. Call Back Pay/Standby Pay:

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1. **Call Back Pay:** When an employee is called by the City Manager or designee to return to duty after completion of their normal scheduled shift, they shall be compensated a minimum of two (2) hours at the rate of time and one half (1.5x) their normal rate of pay. Any work performed beyond the initial two (2) hours shall also be compensated at time and one half (1.5x) for actual hours worked. Should an emergency arise that requires a maintenance employee to be called out by either the City Manager or designee, the maintenance employee shall receive time and one half time from the time he leaves his house to the time he returns. Phone calls not requiring a return to duty shall be compensated in fifteen- (15) minute intervals at the rate of time and one half. Cumulative time spent on the telephone in excess of fifteen (15) minutes shall be

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compensable as call back time. This applies only to telephone calls taken by the employee which do not require a return to work.

- 2. Standby Pay:** Bargaining Unit employees required to be on standby outside of their normal working hours and will receive \$34.00 for each hour of assigned standby time, as directed by the City Manager or designee. Should a wastewater treatment plant or Maintenance Worker employee be called out, premium pay will be paid for those hours worked outside of normal eight-hour day in addition to the standby pay. Standby employees responding to a call shall receive Call Back pay pursuant to the above Section.

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G. Cost of Living Adjustments:

Effective the first full pay period inclusive of July 1, 2021, all bargaining unit employees 2028, standby pay shall receive a base wage increase of two percent (2%) be increased to four dollars and fifty cents (\$4.50) for each hour of assigned standby time.

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C. Cost of Living Adjustments: Cost of Living Adjustments will shall be provided to all bargaining unit members on employees each year of this agreement effective July 1, 2022, 2023, 2024, 2026, 2027, and 2025, 2028 based on an average of percentage change in the following two Consumer Price Index series for the two CPIs period of April to April:

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- San Francisco-Oakland-San Jose-Hayward, CA, Urban Wage Earners and Clerical Workers (Series ID: CWURS49BSA0); and United States
- U.S. City Average, Urban Wage Earners and Clerical Workers, (Series ID: CWUR0000SA0).

The resulting average shall be subject to a minimum 2% adjustment of two percent (2%) and a maximum 4%. Averages will be based on April to March for the purposes adjustment of yearly City budgeting four percent (4%).

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D. Wastewater Treatment Plant Operators:

- D.** When a Wastewater Treatment Plant Operator License is required: Upon successful completion, the City shall pay for all out-of-pocket costs related to obtaining a Grade 2 or higher Wastewater Treatment Plant Operator's license, including paid time off for required classes and testing required during normal work hours. The City shall pay for the cost of Grade 2 or higher Wastewater Treatment Plant Operator license renewals.

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- E. F. Operator in Training Program:** The parties agree to allow qualified employees to participate in the State's Operator in Training (OIT) program subject to the following conditions:

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The City shall:

1. ~~a.~~ Reimburse for approved schooling, including course materials upon successful completion of the course.
2. ~~b.~~ Provide travel compensation to and from schooling and testing locations.
3. ~~c.~~ Pay for certification and test.
4. Allow adequate time working as an OIT to be qualified to become a Grade 1 wastewater treatment plant operator.
5. ~~d.~~ Pay employees regular salary for attending classes during their normal scheduled working hours. No ~~overtime~~ overtime will be paid for attending classes.

Employees participating in the OIT Program shall:

1. ~~a.~~ Study on employee's own time.
2. ~~b.~~ Submit requests for City approval of qualified courses upon a submission of the complete program summary.
3. ~~c.~~ Timely schedule and pass tests and qualify for certification.
4. ~~d.~~ Apply with regulatory agencies for needed extensions.
5. ~~e.~~ Keep the City informed of progress and program status.
6. ~~f.~~ Track qualified hours and report their hours accomplished and needed to the City.

~~F.~~ Pay Differential for Acting Supervisor

1. ~~1.~~ When an employee is assigned to perform the significant duties of a supervisory position for relief necessitated by a temporary vacancy caused by the incumbent's absence of more than five (5) continuous working days, said employee shall receive 5% differential pay with the approval of the supervisor and/or the City Manager.
2. ~~2.~~ The 5% differential shall cease when the absent incumbent returns to duty.

~~G.~~ Out of Class Pay: When an employee is assigned to do the work of a higher-paid classification (excluding supervisory classifications), said employee will be paid 5% out of class pay for the entire pay period in which the out-of-class work is performed.

~~H.~~ Promotion: When an employee is promoted to a position with a higher salary range than the class from which he/she was promoted, the employee shall be appointed to that step in the higher salary range which will result in a minimum of a 5% salary increase.

~~I.~~ Certification Pay: Employees will receive an additional 5% above their base pay for approved job-related certifications above what is required in their job classification. Certification pay is capped at 10% for each employee. In order to receive

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~~certificate~~certification pay, the employee must have the certificate program approved by ~~his/her~~their supervisor and have received a satisfactory performance rating. Certifications for pay are approved at the sole determination of the City and are subject to the operational needs of the City for continuance. Operator pay will be paid for current Operators in Training for a total of three years while obtaining required hours. Extensions may be provided at the discretion of the City.

J. Safety Officer Pay: Employees designated by the City as a Safety Officer shall receive five percent (5%) Special Assignment Pay above their base pay.

ARTICLE 7: OVERTIME

A. Definition: Authorized time of non-exempt employees worked in excess of either (8) hours per day and forty (40) hours in one (1) week shall constitute overtime. Employees on paid status for vacation CTO or holidays will not have such time count towards the 40-hour calculation.

B. Policy: It is the policy of the City of Colfax to keep overtime at a minimum consistent with the efficient operation of the City. Overtime must be authorized by the Department Head in advance and be in compliance with the overtime policy as set forth in the City's Personnel Rules and Regulations.

C. Overtime Pay: Overtime shall be paid at the rate of time and one half (1.5x) of the employee's base salary.

D. E. Compensatory Time Off: ~~The City: Employees may compensatelect to receive compensation for overtime by providingas Compensatory Time Off (CTO) at the rate of time and one-half. Effective July 1, 2021, (1.5) hours for each overtime hour worked. CTO time will be capped at 60 hours. All futureeighty (80) hours. Any overtime worked that would cause an employee's accrued CTO time overbalance to exceed the new 60-hour cap withshall be paid out as overtime pay. Existing accrued CTO hours over the new 60-hour cap may will be "frozen" with no further hours accruing. Upon request and approval of the City Manager, employees may cash out accrued CTO hours, including any accrued CTO hours over the new 60-hour cap, provided that notice is given during the month of December and will be paid out not later than the second pay period in January. Newly accrued hours will be accrued separately subject to the 60-hour cap. An effort is to be made to reduce the frozen hours by scheduling time off with the employee's supervisor. CTO leave shall require a minimum of 3 work days advance notice.~~

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Employee Held Over After Conclusion of Regular Work Shift: When an employee is held over after the conclusion of his/her regular work shift, the employee shall be paid at the rate of time and one-half (1 and ½) for hours worked in excess of his/her regular work shift. After 12

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E. hours have elapsed from the start of the employee's work day, an employee who is held over shall be paid at the rate of double time (2) until the employee is released from work for an uninterrupted rest period of eight (8) hours.

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~~D.~~

F. Meal Reimbursement: If an employee is required to work four or more hours before or beyond his or her normal working day or on overtime for emergency purposes or for extended work periods of four or more hours in length on a day that is not the employee's regular work day, and the employee is not exercising flexible work hours, the employee shall be reimbursed for the actual cost of a meal not to exceed \$18.00, tax and tip included. Reimbursement is contingent upon the employee providing receipts.

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ARTICLE 8: HOSPITAL-MEDICAL-DENTAL-VISION-LIFE INSURANCE AND OTHER BENEFITS

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~~A. E.~~ The City ~~will~~shall contribute up to ~~\$1,725~~the following amount per month towards the premium cost for City-provided medical, dental, ~~and~~vision, ~~and~~ life insurance coverage:

<u>Coverage Tier</u>	<u>Effective</u> <u>July 1, 2026</u>	<u>Effective</u> <u>July 1, 2027</u>	<u>Effective</u> <u>July 1, 2028</u>
Employee Only	\$1,875.00	\$1,875.00	\$1,925.00
Employee Plus One	\$1,950.00	\$2,025.00	\$2,100.00
Employee Plus Family	\$2,100.00	\$2,175.00	\$2,250.00

Any ~~premium~~ costs above ~~\$1,725 per month~~ with the applicable monthly contribution ~~amount shall~~ be paid by the employee.

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~~F.~~ Effective January 1, 2024, the City will contribute up to ~~\$1,875 per month~~ towards the premium cost for City-provided medical, ~~enroll in the City's medical benefits and who provide evidence to the City that they have medical benefits in place shall receive employee-only dental, and vision, and life insurance coverage. Any costs above \$1,875 per month will be paid by~~ at no cost to the employee:

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~~H.~~ Employees hired prior to July 1, 2021 having other medical benefits in place, and providing evidence to the City of those benefits ~~will~~shall receive an in-lieu taxable stipend of \$800 per month as long as they maintain those benefits. The City will contribute 100% of the cost of dental, vision, and life insurance coverage for employee only for those who have opted out of

~~medical coverage. Employees hired July 1, 2021 or later shall receive and in-lieu taxable stipend of \$400 per month.~~

~~B. In the event of death prior to discharge for cause, the City shall pay to his/her estate all retirement, deferred compensation, lay off benefits and all accrued vacation, CTO and sick leave, at the employee's hourly rate of pay, four hundred dollars (\$400) per month.~~

ARTICLE 9: RETIREMENT PROGRAM

~~A. Retirement Benefits:~~

- ~~1. Employees designated as "local miscellaneous members" by the City are currently provided retirement benefits under the Public Employees Retirement System's Local Miscellaneous 2% at age 60 Formula.~~
- ~~2. Employees are also provided retirement benefits under Social Security.~~

~~B. Retirement Contributions:~~

- ~~1. Employees shall pay the full employee contribution to PERS retirement as required by law.~~
- ~~2. The employee shall pay the full amount of the employee's contribution rate to Social Security.~~

~~C. PEPR Retirement Contributions:~~

- ~~1. New Member Retirement Benefits: All employees hired after January 1, 2013 shall fall under the Public Employee Pension Reform Act, AB340, of the California State Code.~~

ARTICLE 10: HOLIDAYS

~~A. In accordance with Government Code City Personnel Rules and Regulations, and items B through E below, the~~The following holidays shall be observed by the City:

- ~~1. January 1st (New Year's Day)~~
- ~~2. The third Monday in January; (Martin Luther King Day)~~
- ~~3. One (1) Floating Holiday instead of Lincoln's Birthday~~
- ~~4. The third Monday in February (President's Day)~~
- ~~5. The last Monday in May (Memorial Day)~~
- ~~6. June 19th (Juneteenth)~~
- ~~7. July 4th (Independent's Day)~~
- ~~8. The first Monday in September (Labor Day)~~

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- ~~9. 8-~~The second Monday in October (Columbus Day)/Indigenous Peoples' Day
~~10. 9-~~November 11th (Veterans Day)
~~11. 10-~~Thanksgiving Day
~~12. 11-~~The Friday immediately following Thanksgiving Day
~~13. 12-~~December 24th (Christmas Eve)
~~14. 13-~~December 25th (Christmas Day)
~~15. 14-~~Every day designated by the President or Governor for public fast, thanksgiving, or holiday and approved by the City Council.

~~B. B-~~If any holiday falls on a Saturday, the preceding Friday shall be observed as the holiday;
~~and if, if any such~~ holiday falls on a Sunday, the following Monday shall be observed as the holiday.

~~C. C-~~With the exception of employee on an approved alternate-Employees who are required to work schedule, employees who are not been permitted by the Department Head to take on a designated holiday day off, shall be credited with one (1) additional day receive eight (8) hours of vacation leave (8 hours) for each holiday not taken, or pay, in addition to compensation for hours worked as provided in D below.

~~D. D-~~Employees who work on a ~~City designated~~ holiday shall be paid at ~~the overtime one and one-half (1.5x) their regular rate of time and one half of the base salary. pay for all hours worked on the holiday.~~

~~E. E-~~No holiday pay shall be accrued ~~whenwhile~~ an employee ~~has been off work on continuous~~ is in unpaid status ~~for~~ more than thirty (30) ~~consecutive~~ calendar days.

~~F. F-~~Employees must be a City employee in January to receive the ~~floating holiday (Item A3)~~ full floating holiday. Employees hired after January shall receive a prorated floating holiday based on the calendar quarter in which they are hired.

~~G. If a holiday occurs during an employee's approved vacation leave, the holiday shall not be charged against the employee's vacation leave balance.~~

~~H. When a recognized City holiday falls on a Tuesday, an employee may request to observe the holiday on the preceding Monday. When a recognized City holiday falls on a Thursday, an employee may request to observe the holiday on the following Friday. Such requests may be approved by the City Manager or designee based on operational needs and departmental staffing. Approval shall not be unreasonably withheld. An approved alternate holiday observance under this section shall be treated as the employee's holiday for pay purposes and shall not result in any loss of holiday pay or additional holiday benefit.~~

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ARTICLE 11: SICK LEAVE

A. ~~A.~~ Use of Sick Leave Sick leave may be taken for absences from duty made necessary by:

- ~~1. 1.~~ Personal illness, ~~caused by factors over which the employee has no reasonable immediate control, injury, or preventive care;~~
- ~~2.~~ Injury not incurred in the line of duty except where traceable to employment other than the City;
- ~~3.~~ Medical, dental, or eye examination or treatment for ~~which appointment cannot be made outside of working hours, the employee or a family member;~~
- ~~4.~~ Death of a close relative;
- ~~5.~~ ~~5.~~ Diagnosis, care, or treatment of an existing health condition of the employee or a family member;
- ~~6.~~ Hospitalization of a ~~close relative~~ family member or any member of the employee's household;
- ~~7.~~ Care of a ~~close relative, or any family~~ member or member of the employee's household who is ill or injured, though not hospitalized; and
- ~~8.~~ Reasons authorized by California law when the employee or a family member is a victim of domestic violence, sexual assault, stalking, or other qualifying acts.

A ~~close relative~~ family member is defined as a spouse, ~~registered domestic partner,~~ child, stepchild, parent, parent of a spouse, stepparent, brother, sister, grandparent ~~and grandchild,~~ grandchild, parent-in-law, designated person, or any member of the employee's household.

B. ~~B.~~ Sick Leave Accumulation Sick leave with pay shall be granted to all ~~fulltime~~ full-time employees. An employee shall accumulate one (1) sick leave day per month while in paid status from date of hire until terminated or on leave without pay. Part time employees shall accrue sick leave on a pro rata basis based on the average hours worked per month.

C. ~~C.~~ Holidays During Sick Leave Holidays and regular days off occurring while an employee is on sick or special leave shall not be charged against such employee's sick leave credits.

D. ~~D.~~ Sick Leave Notification and Proof of Illness In order to receive compensation while on sick leave, the employee shall notify ~~his/her~~ their immediate ~~superior, prior to or at~~ supervisor in advance when the ~~time set~~ need for beginning his/her daily duties or as may be specified by sick leave is foreseeable. If the ~~department head, or~~ need for sick leave is

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~~not foreseeable, the reasons for requiring such employee shall notify their immediate supervisor as soon as practicable.~~

- E. State Disability Insurance Integration:** The City agrees to integrate SDI benefits with sick leave. The employee shall pay required premium costs, which will be deducted from their paycheck and transmitted to the State by the City. Employees shall advise the City of any communications from EDD within two work days of receipt.

ARTICLE 12: LEAVE WITH PAY

The following provide for leave with pay:

- A. Military Service:** Military leave shall be granted in accordance with State and Federal law.

- B. Jury Duty:** All employees occupying authorized regular positions shall be allowed to leave for jury duty upon presentation of jury notice to the department head or City Manager. The employee shall receive full pay for the time served on the jury. Monies received from the courts by the employee for jury duty will be deposited with the City of Colfax, with the exception of mileage reimbursement.

- C. Driver's License Renewal:** The City agrees that employees who are required as a condition of continued employment to maintain a valid California driver's license shall be granted up to three (3) hours paid time off for the purpose of completing the required Department of Motor Vehicle written exams.

- D. Bereavement Leave:** In the event of the death of an employee's immediate family member, the employee shall be entitled to up to five (5) workdays of bereavement leave for each occurrence. Up to three (3) workdays shall be leave with pay. Two (2) additional workdays shall be unpaid but protected leave. Employees may use accrued PTO to remain in paid status for any bereavement leave taken beyond the three (3) paid workdays.

~~Bereavement leave may be used for attending funeral or memorial services, making arrangements associated with the death, grieving, or travel related to the death of the immediate family member. Bereavement leave does not need to be taken consecutively but must be completed within three (3) months of the date of death.~~

~~For purposes of this Article, immediate family member shall include the employee's spouse, domestic partner, child, parent, sibling, grandparent, grandchild, and those relationships recognized by law as in-law, half, step, adopted, and foster family members.~~

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Employees shall notify their Department Head as soon as practicable after the death of an immediate family member of the dates for which bereavement leave is requested.

ARTICLE 13: VACATION

All regular employees occupying a position shown in the Annual Salary Program ~~become eligible for~~ shall accrue vacation leave with pay as shown below:

A. ~~A.~~ Vacation Leave Accrual: Vacation leave with pay shall be credited to all employees at the following rates:

First two years of service:	10 days per year
Beginning of year three through four:	12 days per year
Beginning of year five through nine:	15 days per year
Beginning of year ten through nineteen fourteen:	20 days per year
Beginning of year fifteen through nineteen:	22 days per year
Beginning of year twenty and on:	25 days per year

B. ~~B.~~ Payment for Unused Vacation Time: When an employee terminates, fractional periods of vacation shall be calculated and credited to the employee's account. Compensation ~~with~~shall be at the employee's hourly rate.

C. ~~C.~~ Vacation Leave Accumulation:

- ~~1. 1-~~ Vacation credits are earned and shall vest ~~for the prior year upon the anniversary date of the employee's employment. Except as set forth below, vacation credits must be used during the next succeeding year as accrued.~~ Accrued vacation credits may ~~not~~ be carried over from year to year ~~without the prior approval of the City Manager or designee.~~, subject to the maximum accrual set forth below.
- ~~2. 2-~~ Employees shall not accrue more vacation leave than two (2) times their annual vacation leave accrual rate in a calendar year. Employees who reach the maximum accrual amount shall cease accruing vacation leave until the amount of accrued vacation leave is reduced below the maximum accrual amount.
- ~~3. 3-~~ All eligible employees may ~~take earned~~ use accrued vacation ~~after the~~ upon successful completion of ~~one (1) year of service not to exceed the total vested amount~~ probation, upon two (2) weeks' notice and approval ~~as to~~ from the appropriate department head.

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~~4. 4-~~Vacation credits shall not be earned during periods an employee is on unpaid status, ~~administrative leave pursuant to section 12.00, or sick leave in excess of the employee's accumulated sick leave allowance. The credits set forth in section 12.05, subsection (a), shall be adjusted on a per diem basis where an employee has been on leave not qualifying for vacation credits.~~

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~~D. D-~~**Sickness During Vacation Leave:** Sickness occurring during vacation leave, upon ~~doctor's certification, will be reasonable verification if requested by the City, shall be~~ considered sick leave and not charged against vacation leave.

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~~E. E-~~**Vacation Leave Scheduling:** Requests for vacation leave shall be submitted in advance by the employee in writing to the Department Head, ~~who, The Department Head~~ shall approve ~~or deny~~ the ~~time employees may take their~~ vacation ~~request~~ within five (5) days from the date of the request.

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ARTICLE 14: REST PERIODS

~~A. A-~~**Lunch Periods:** Employees are provided with an uninterrupted lunch period of one hour or one-half (1/2) hour for each eight (8) hours of work, or alternative work schedule ~~or~~.

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~~B. B-~~**Rest Periods:** Employees are provided ~~with~~ two paid fifteen (15) minute breaks, one during the first half of the shift and another during the second half of the shift. During breaks, employees are considered to be under the direction and supervision of the City. Rest periods will generally not be taken within one (1) hour of an employee's start or end time.

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~~C. Rest breaks~~

~~Rest periods~~ will normally be taken at the assigned worksite. Employees may, with the supervisor's permission, leave the area as necessary to take care of their personal needs. Employees may be required to use the closest reasonably accessible facility for that purpose.

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ARTICLE 15: SCHEDULING

~~A. A-~~Normal work week for bargaining unit employees will be eight hours per day, 40 hours per week. Work schedules for each position shall be as established by the Department Head. The Department Head may change such schedules from time to time based on the needs of departmental operations and with approval of the City Manager. The Department Head, with seven (7) calendar days prior notice, may require an employee to work an unscheduled day/shift and receive an otherwise scheduled work day/shift off in which case

the work day/shift worked shall not be considered compensable at the overtime rate of pay. In no event may an employee's work schedule be changed during the same pay period when the primary purpose of such change is to avoid payment of overtime. Employees may flex their schedules upon mutual agreement between their Department Head or designee.

B. Temporary Change in Schedule: An employee whose regular work shift is temporarily changed so that his/her shift starts between the hours of 6:00 p.m. and 6:00 a.m. shall be paid an additional 5% differential unless such temporary change in schedule is the result of a mutually agreed upon flextime arrangement or the employee is working overtime.

C. B-Work Assignments: The City shall give a ten-day written notice to an employee prior to a permanent change of assignment.

D. E-Light Duty: As determined by the City, the City agrees to provide for light duty assignments if available.

ARTICLE 16: SENIORITY

The principals of City seniority shall apply in, but not limited to, the following: promotion, layoff, vacation request, shift and days off bidding, etc. Provided, however, that due to the small size of the City workforce, strict application of seniority rules may be relaxed with respect to represented employees on a case-by-case basis after conferring with Union, if the City can demonstrate a specific need to vary from seniority basis.

ARTICLE 17: PROBATIONARY PERIOD

All new regular City employees will serve a six (6) month probationary period. During such probation an employee may be terminated for any reason and is not subject to the grievance procedure. A probationary period may be extended with the approval of the City Manager. The cityCity may extend the probationary period as determined by the employee's supervisor with approval of the City Manager, two additional three (3)-month periods. If extended, a performance evaluation will be conducted at each three-month interval to determine possible permanent status. Probationary period will not exceed one year.

ARTICLE 18: PERFORMANCE EVALUATION REVIEW

A. A-Responsibility for Performance Appraisals:

1. 1-It shall be the responsibility of the Department Heads and the Departmental Supervisors to prepare a performance appraisal for each employee assigned to them.

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B. ~~B.~~ Frequency of Evaluations:

1. ~~1.~~ **Regular Employees**—A written performance appraisal shall be prepared at least annually for all employees within thirty days of their salary anniversary date.
2. ~~2.~~ **Merit Increase**—No merit increase approvals shall be implemented until the employee's performance appraisal is completed with a satisfactory or better rating justifying the merit increase. Employees who receive late evaluations that are satisfactory or above shall also receive retroactive pay back to their salary anniversary date.

C. ~~C.~~ Review and Distribution of Evaluation:

1. ~~1.~~ Each performance appraisal shall be thoroughly discussed with the employee to point out areas of successful performance and areas that need improvement or which are unacceptable. Employees shall be encouraged to comment about their work performance in a written statement attached to the appraisal within ten (10) working days of the performance appraisal.
2. ~~2.~~ The employee will be encouraged to sign the performance appraisal to acknowledge awareness of its contents and discussion of the appraisal with the evaluator. The employee shall be informed that his or her signature does not necessarily mean that the employee fully agrees with the contents of the report and the employee may so state on the report before signing.
3. ~~3.~~ A copy of the final approved performance appraisal shall be provided to the employee. The original shall be placed in the employee's personnel file.

ARTICLE 19: FITNESS FOR DUTY

- A. ~~A.~~ The City may require an employee to submit to a medical examination by a physician designated by the City to evaluate the capacity of the employee to perform the essential functions of the employee's position. The decision to require an employee to submit to such medical examination shall be based upon reasonable cause to believe, by the employee's department head or designee, that the employee is unable to perform the essential functions of the employee's position based on a medical or psychological condition or poses a threat to self or others. The City shall pay the cost of such examination.
- B. ~~B.~~ The physician shall make a written report to the City. Information provided by the City's physician shall be kept confidential. A copy of the physician's report shall be given to the

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employee. The physician's report shall include what, if any, reasonable accommodations the City may make to accommodate the employee.

C. ~~E.~~ If, after consideration of the report and other pertinent information, the City concludes the employee is permanently unable to perform the essential functions of his/her present position, the City and employee will engage in an interactive process meeting to review and discuss reasonable accommodations. The employee may be represented at the interactive process meeting by a representative of their choosing. If the City is unable to accommodate the employee, the City may demote or transfer the employee to an appropriate vacant position. If it is concluded that the employee is unable to perform the essential functions of his/her position and the employee cannot be demoted or transferred to another vacant position, the employee's employment with the City may be terminated. Any such action shall be considered ~~nondisciplinary~~ **non-disciplinary**. An employee who is terminated because he/she is unable to perform the duties of his/her position shall be placed on paid administrative leave until the date of separation.

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D. ~~D.~~ An employee demoted or terminated pursuant to this section may elect, at the employee's cost, to an examination by a physician of the employee's choice. If the employee's physician finds the employee fit to perform his/her job duties the employee shall have the right to submit the matter to binding arbitration, pursuant to the Step 4 of the grievance procedure contained herein.

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E. ~~E.~~ After weighing the evidence submitted by both parties, the employee shall be reinstated if the arbitrator determines that the employee is fit to perform the essential functions of his/her former position. The arbitrator may elect to make an employee whole.

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ARTICLE 20: FILLING PERMANENT VACANCIES

A. ~~A.~~ Whenever a vacancy occurs in a job assignment, the vacancy and duties of the position shall be posted for a period of ten (10) calendar days. Employees holding career status in the classification allocated to that position, and who are assigned to the particular operation in which the vacancy arises, may request to be reassigned to fill said vacancy. The City shall give first consideration to those employees making such requests before considering any other persons for the vacancy.

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B. ~~B.~~ In the event more than one qualified employee requests to fill said vacancy, the assignment shall be based on classification seniority (or in the case of a tie, highest position on the eligible list) provided relative experience and capability in performing the required job functions and relative disruptive effect on the established work schedule are equal as determined by the City.

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ARTICLE 21: LIMITED TERM EMPLOYEE (DEFINED)

A Limited Term assignment may be appointed by the City Manager for the purpose of filling the needs of the city for a period of not more than four (4) months and can only be extended by mutual agreement of the Union and the City.

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ARTICLE 22: LAYOFF AND RE-EMPLOYMENT

A. A- Notice of Layoff: The City Manager shall give at least three (3) weeks advance written notice to regular employees to be laid off. Such notice shall also be furnished to the Union. Layoffs are subject to Meet and Confer.

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B. B- Order to Layoff: Layoffs shall be by job classification in reverse order of seniority as determined by length of continuous service with the City in fulltime, non-probationary status. Layoffs and leaves of absence without pay shall be bridged in computing the employee's length of continuous service.

C. C- Bumping Rights: A regular employee who has achieved fulltime, non-probationary status at the time of layoff may displace the least senior employee in the lower classification provided, however, that the employee to be laid off has greater seniority than the least senior employee in the lower classification and further provided that the employee to be laid off held permanent status in that lower classification.

D. D- Re-employment: A regular employee who has achieved fulltime, non-probationary status at the time of layoff shall have the employee's name placed on a re-employment list which shall be maintained for twenty-four (24) months from the time of layoff.

E. E- Employees on the re-employment list shall be first called by seniority to fill openings in the classification from which the employees were laid off before other employees are hired to fill those openings. Employees bumped as a result of layoff shall be allowed to return to openings in the position from which they were bumped by seniority at the salary for the position to which the employee returns. Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible.

ARTICLE 23: UNIFORMS FURNISHED AND MAINTAINED

~~A. The City shall furnish and maintain public works department employee's uniform. Cleaning shall be on a weekly basis.~~

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~~B. Employees assigned to maintenance, water or wastewater, and have been designated by the City Manager to wear safety boots may submit purchase receipts with their request~~

~~for payment in an amount not to exceed two hundred seventy-five dollars (\$275) annually. This stipend may also be used for the purchase of work jackets.~~

~~**A. Washing and Drying Facilities:** The City shall provide and maintain washing and drying facilities for the purpose of laundering uniforms and work apparel. Employees shall be provided scheduled time during work hours to start laundry loads, transfer loads, remove completed loads, fold uniforms and work apparel, and prepare such items to take home.~~

~~**B. Shirts:** The City shall furnish Public Works Department employees with ten (10) uniform shirts. In the event uniform shirts are damaged due to work-related use or experience normal wear and tear requiring replacement, the City shall provide replacement shirts upon verification of such condition.~~

~~**C. Uniform and Work Apparel Reimbursement:** Public Works Department employees shall be eligible for reimbursement upon submission of receipts for the following items:~~

~~1. **Safety Boots:** Up to three hundred twenty-five dollars (\$325) annually for safety boots required by the City.~~

~~2. **Safety Jackets:** Up to two hundred fifty dollars (\$250) annually for high-visibility safety jackets or equivalent outerwear approved by the City.~~

~~3. **Uniform Pants:** Up to six hundred fifty dollars (\$650) annually for uniform pants, including jeans, carpenter-style work pants, cargo work pants, industrial twill work pants, duck canvas work pants, or other durable work pants approved by the City.~~

~~**D. Work-Related Damage:** In the event safety boots, high-visibility safety jackets, uniform pants, or other uniform items are damaged due to work-related use and require replacement outside of the annual reimbursement limits, employees may submit the damaged item to the City for review. With approval of the City Manager or designee, the employee may be authorized for replacement.~~

ARTICLE 24: HEALTH AND SAFETY

~~**A. A-Safety Equipment:** Safety equipment is supplied by the City of Colfax to its personnel.~~

~~All employees shall possess and have immediately available for their use those items of safety equipment issued and which are described by City regulations. Furthermore, the City agrees to provide and maintain a safe and healthy work environment.~~

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B. ~~B.~~ Inoculations: The City shall pay for all inoculations required by the State of California, or as required by the City.

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ARTICLE 25: TUITION RIEMBURSEMENT AND TRANINGS

A. ~~A.~~ Tuition Reimbursement: The City shall reimburse employees up to \$1500.00 per fiscal year for the expenses they have incurred for tuition and books in taking a City approved college or university level course. Only courses, which relate to the employee's current position with the City or would prepare the employee for advancement within the career field, will be considered as eligible for tuition reimbursement. Reimbursement shall not be made until the employee submits documentation of expenses and successful completion of the course with a grade of "B" or better. In order to be eligible, an employee must submit a plan by May 1st for the upcoming budget year. Late requests may be approved at the discretion of the Department Head.

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B. ~~B.~~ Training Courses: Upon approval of the Department Head, employees may be authorized to attend job-related training programs during regular working hours. When the needs of the City services so require, the appointing authority may direct an employee to attend a meeting or conference as part of the professional training required for the position. When such attendance is authorized or directed, payment for training-related expenses shall be paid by the City in accordance with authorized travel expense reimbursement in Article ~~2829~~ B, Mileage Reimbursement, and shall be distinct from the compensation paid for time worked.

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ARTICLE 26: DISCIPLINARY ACTION

The following procedure shall be adhered to for non-emergency suspension, discharges and disciplinary actions of regular represented employees:

A. ~~A.~~ Disciplinary Procedure:

1. ~~1.~~ The concerned employee shall be given written notice of the proposed action within seven (7) calendar days from the date the appointing authority becomes aware of an incident to take the appropriate disciplinary action. Such written notice shall include a statement of the reasons why the disciplinary action is being proposed and shall include a copy of the changes being considered by City management in addition to a statement of employee rights appropriate to the preliminary notice.

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2. ~~2.~~ The employee shall be shown the documents or materials upon which the disciplinary action is based; and if practical, he or she shall be supplied with a copy of those documents.

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~~3.~~ ~~3.~~ After being given a reasonable opportunity to review the documents and materials set forth in paragraphs 1 and 2, above, the employee shall, within ten (10) days, be given the right to request a meeting, or respond either orally or in writing (at the option of the employee), to the authority initially imposing discipline. This meeting and/or response shall constitute a "Skelly" hearing.

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~~4.~~ ~~4.~~ Proposed discipline shall only be imposed after employee receipt of the City's decision following the response meeting ("Skelly" hearing).

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~~5.~~ ~~5.~~ Prior discipline may be considered in determining the appropriate level of discipline in the administration and enforcement of City work rules, and is not subject to the written notice requirement in Article ~~2622~~ (A) 1 Notice of Layoff.

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~~6.~~ ~~6.~~ Employees shall have the right to appeal the decision of the City. Appeals may be filed for binding arbitration pursuant to Step 4 of the grievance procedure in Article ~~2627~~ of this Agreement.

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~~B.~~ ~~B.~~ **Suspension:** The Department Head, with prior approval of the City Manager, may suspend an employee without pay from his/her position at any time for cause, not to exceed three (3) working days in any one suspension or more than ten (10) working days in one fiscal year. Such suspensions shall be reported immediately to the City Manager. The City Manager may suspend an employee at any time for cause for a period not to exceed thirty (30) working days in any fiscal year.

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~~C.~~ ~~C.~~ **Demotion:** The City Manager may demote an employee whose ability to perform the required duties of his/her position fall below standard or for disciplinary purposes. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications.

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~~D.~~ ~~D.~~ **Reduction in Salary:** The appointing authority may, with prior City Manager approval, within the minimum and maximum salary range for the position, reduce or decrease the salary level of an employee whose ability to perform the required duties of his/her position falls below standard, or for disciplinary purposes.

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~~E.~~ ~~E.~~ **Discharge:** An employee in the career service may be discharged for cause at any time by the City Manager. Any employee who has been discharged shall receive a written statement of the reasons for such action at the time of discharge.

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F. Cause for Discipline: Disciplinary action up to and including termination may be taken for any of the following:

1. ~~1.~~ unauthorized absence
2. ~~2.~~ the commission of conviction of any felony or any other crime involving moral turpitude
3. ~~3.~~ disorderly conduct
4. ~~4.~~ incompetence or inefficiency
5. ~~5.~~ insubordination
6. ~~6.~~ intoxication while on duty or on standby
7. ~~7.~~ neglect of duty
8. ~~8.~~ willful or negligent damage to public property or waste of public supplies or equipment
9. ~~9.~~ violation or negligent damage to public property or waste of public supplies or equipment
10. ~~10.~~ willful violation of any of the provisions of the Ordinances of the City, these rules or others promulgated by the City Manager as Administrative Orders.

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G. Aggrieved Employee Representation: An aggrieved employee may be represented by any person or organization of his/her choice at any stage of the proceedings.

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ARTICLE 27: GRIEVANCE PROCEDURE

Definition: A grievance shall be defined as any claimed violation, misinterpretation, inequitable application or non-compliance with provisions of a collective bargaining agreement, or resolutions, rules, regulation, or existing practices affecting the status or working conditions of City employees.

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Right to File and Representation: A grievance may be filed by an employee on the employee's own behalf, or jointly by any group of employees or by an employee organization.

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An aggrieved employee may be represented by any person or organization of the employee's choice at any stage of the proceedings. A representative of an organization certified to represent a majority of employees in the representation unit, in which the aggrieved employee is included, is entitled to be present at all meetings, conferences and hearings. Disciplinary appeals shall be submitted directly to Step 4 of the grievance procedure.

The City shall act as a central repository for all grievance records. Any time limit may be extended only by mutual agreement of the parties.

~~A.~~

A. Informal Grievance Procedure: Within five (5) working days of the event giving rise to a grievance, the grievant shall present the grievance informally for the disposition by the immediate supervisor, or at any appropriate level of authority. Presentation of an informal grievance shall be prerequisite to the institution of a formal grievance.

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B. Formal Grievance Procedure: If the grievant believes that the grievance has not been redressed through the informal grievance procedure within five (5) working days from the date grievant informally presented the event giving rise to a grievance to his/her immediate supervisor, he/she may initiate a formal grievance within five (5) working days thereafter. A formal grievance can only be initiated by completing a memorandum and filing it with the Department Head.

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Step 1 - Within ten (10) working days after a formal grievance is filed, the Department Head shall investigate the grievance and confer with the grievant in an attempt to resolve the grievance and make a decision in writing.

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Step 2 - If the grievance is not resolved in Step 1 to the satisfaction of the grievant, he/she may, within not more than five (5) working days from his/her receipt of the Department Head's decision, request consideration of the grievance by the City Manager by so notifying the City Manager. Within ten (10) working days after such notification, the City Manager shall investigate the grievance, confer with the person affected and their representatives to the extent he deems necessary, and render a decision in writing. The City Manager shall advise the grievant, in writing, of the decision. If the decision does not resolve the grievance to the satisfaction of the grievant, the grievant may proceed to Step 3.

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Step 3 - Mediation. With the approval of all parties, the California State Mediation and Conciliation Service shall mediate any grievances or disciplinary actions before going to Step 4.

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Step 4 - Binding Arbitration. If the City Manager or the designated representative fails to respond in writing as provided in Step 2, or if the response is not satisfactory to the grievant, the grievant shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the City Manager within ten (10) working days of receipt of the decision.

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1. Selection of Arbitrator: A list of five (5) arbitrators shall be provided by the State Mediation and Conciliation Service. Selection of the arbitrator shall be made by the parties alternating striking names from the list until one remains.

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2. ~~2.~~ Decision: In all cases, the decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to add to, delete or alter any provisions of the Agreement, but shall limit his/her decision to the application and interpretation of its provisions.

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3. ~~3.~~ Cost: The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties.

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4. ~~4.~~ Witnesses: The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to the Agreement. The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

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ARTICLE 28: PERSONNEL FILES

An employee or employee's representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file. The City shall furnish copies of all performance evaluation reports and letter of reprimand or warning to the employee prior to placement of such documents into the employee's personnel file. The employee shall be required to acknowledge the receipt of any document entered into the employee's personnel file without prejudice to subsequent arguments concerning the contents of such documents.

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ARTICLE 29: HOME RETENTION OF CITY VEHICLES/ MILEAGE

A. ~~A.~~ City Vehicle: Home retention of City vehicles may be permitted with the prior approval of the City Manager.

B. ~~B.~~ Mileage Reimbursement: When authorized by the City for the employee to drive their private vehicle, the City will reimburse mileage at a rate equal to the standard rate recognized by the Internal Revenue Service.

ARTICLE 30: CATASTROPHIC LEAVE PROGRAM

A. ~~A.~~ Regular full-time employees may voluntarily donate vacation or CTO hours to another regular employee based on the following criteria:

1. ~~1.~~ To be eligible as a recipient, an employee must have a verifiable long-term illness or injury, e.g., cancer, heart attack, stroke, serious injury, etc., or death in the immediate family and must have exhausted all personal vacation, sick leave, and CTO, or will soon have exhausted such leave resulting in the employee being in a non-paid status.

~~2.~~ ~~2.~~ Donations must be made to a specified individual only.

~~3.~~ ~~3.~~ The person receiving the donated hours must have achieved regular status with the City.

~~4.~~ ~~4.~~ Donated vacation or CTO hours must be in increments of one (1) hour. Hours donated will be converted at the donor's hourly rate and credited to the sick leave balance of the recipient by converting the dollar amount donated to the recipient's hourly rate.

~~5.~~ ~~5.~~ Example: Employee A is paid at ten dollars (\$10) per hour and donates one hour to employee B who is paid at five dollars (\$5) per hour. Employee B would be credited with two (2) hours of sick leave. Conversions for crediting will be rounded to the nearest one-half (1/2) hour increment. Once donated, vacation or CTO hours cannot be reclaimed by the donor.

~~6.~~ ~~6.~~ The maximum time that may be initially donated into an employee's account is one thousand and forty (1040) hours. Additional time may be donated if the initial donation is exhausted to a maximum of one thousand and forty (1040) hours. To be eligible to receive more than the aggregate total of two thousand and eighty (2080) hours, there must be a favorable prognosis for recovery and a predictable date of return to work.

~~7.~~ ~~7.~~ In no event shall donated time have the effect of altering the rights of the City or the recipient relevant to employment, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave.

~~B.~~ ~~B.~~ The Union shall be responsible for securing donations to sick leave accounts. All donations must be done in writing and include the dated signature of the donor on a form mutually agreed upon by the City and the Union.

ARTICLE 31: FULL UNDERSTANDING MODIFICATION WAIVER

~~A.~~ ~~A.~~ The parties jointly represent that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein.

~~B.~~ ~~B.~~ Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum. The foregoing shall not preclude the parties ~~hereto~~ from meeting and conferring at any time during the term of this ~~agreement~~ **Agreement** with respect to any subject matter within the

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scope of ~~the meeting and conferring union representation~~ for a proposed MOU between the parties to be effective on or after ~~July 1, 2013~~ June 30, 2029.

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ARTICLE 31: SEVERABILITY OF PROVISIONS

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Should any provision of the MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidations of such provisions shall not invalidate the remaining portions thereof; and such remaining portions shall remain in full force and effect for the duration of the MOU.

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ARTICLE 32: PREVAILING RIGHTS

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All matters within the scope of meeting and conferring that have previously been adopted ~~been adopted~~ through rules, regulations, ordinances, or resolutions which are not specifically superseded by this Memorandum of Understanding, shall remain in full force and effect through the term of this Agreement.

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DATE: _____

~~IUOE, LOCAL Stationary Engineers,~~
~~Local 39~~
~~CITY OF COLFAX;~~
~~Bart Florence~~

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Caroline McCully, Mayor

Tim Eggen, Business Manager

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Ron Walker, City Manager

Charlie Solt
IUOE, Stationary Engineers,
Local 39:

Jeff Gladieux, President

s Heathcock

City of Colfax:

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Brandy Johnson, Director of Public
Employees

Stephen Hatch

Jeremy Burch, Business Representative

Bret Ellis

Matthew Anderson, Bargaining Team Member

Treggan Mullinex

Casey Merrill, Bargaining Team Member

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MEMORANDUM OF UNDERSTANDING

**CITY OF COLFAX
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS, LOCAL 39, AFL-CIO**

July 1, 2026 – June 30, 2029

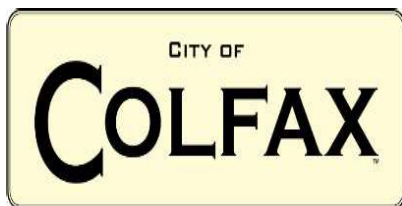


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PREAMBLE

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act, by and between the CITY OF COLFAX (the “City”) and IUOE, STATIONARY ENGINEERS, LOCAL 39 (the “Union”) the first day of July 2026.

The parties have met and conferred in good faith regarding wages, hours, and other items and conditions of employment of the represented employees of the City of Colfax and have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The MOU shall be presented to the City Council as the joint recommendations of the undersigned for salaries, fringe benefits, and working conditions of all represented employees of the City of Colfax.

The MOU and following agreements shall not become effective until approved by the Colfax City Council and IUOE, Stationary Engineers, Local 39.

ARTICLE 1: RECOGNITION

The City hereby recognizes the Union as the exclusive representative for all employees in the following job classifications within the General Bargaining Unit:

- Clerk Typist
- Lead Mechanic
- Maintenance Worker I
- Maintenance Worker II
- Public Works Working Supervisor
- Operator in Training
- Operator II
- Operator III
- Chief Plant Operator
- Administrative Assistant / Community Development

The City agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to hours, wages, and conditions of employment of said employees as authorized by law.

ARTICLE 2: SCOPE OF AGREEMENT

- A. Term:** This agreement shall remain in full force and effect until June 30, 2029.

- B. Procedure for Meet and Confer:** The City, through its representatives, shall meet and confer in good faith with representatives of the Union regarding matters within the scope of representation, including wages, hours, and other terms and conditions of employment, in accordance with the provisions of the Meyers-Milias-Brown Act.

ARTICLE 3: UNION RIGHTS

The Union has the right to represent its members before the City Council or advisory boards or commissions or the City Manager or his designee with regard to wages, hours, and conditions of employment or other matters within the scope of representation. Employees represented by the Union shall be free to participate in Union activities without interference, intimidation, or discrimination, in accordance with State law and City policies, rules, and regulations.

The Union shall have the following rights:

- A. Union Access:** The Union shall have access to bargaining unit members outside of their assigned duties; before and after work hours, at meal and break periods, without prior notice.
- B. Bulletin Boards:** The Union may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by the Union and shall bear the date of posting. A copy of all items posted shall be forwarded to the City.
- C. Use of Facilities:** The City Manager, upon request, may permit the Union to use designated facilities, depending upon availability of space, for meeting purposes. No request for use of City facilities shall be unreasonably denied.
- D. Union Dues:** The City shall deduct union dues from the wages of employees in the bargaining unit upon receipt of written notice from the Union that the employee has authorized such deductions. Deductions shall commence or cease no later than the first full pay period following notification from the Union.

Employee requests to cancel or modify dues deductions shall be directed to the Union. The City shall implement any changes to dues deductions only upon written notification from the Union.

In the event of a dispute regarding dues deductions, the Union shall provide documentation of the employee's authorization upon request.

The Union shall defend, indemnify, and hold the City harmless from any and all claims, demands, expenses, suits, orders, judgments or other forms of liability that arise out of or by reason of actions taken by the City under this Article, in accordance with California Government Code 1157.12(a).

- E. New Hire Orientation:** The Union's Business Representative or designee shall be given the opportunity to make a membership presentation at the employer's regularly scheduled new employee orientation sessions.
- F. Maintenance in Membership:** The written authorization for union dues deductions shall remain in full force and effect in accordance with the terms of the employee's signed authorization. The City shall rely on the Union's certification regarding the validity, continuation, and any revocation of such authorization. The City shall implement any changes to dues deductions only upon written notification from the Union.
- G. Written Notice:** The right to be given reasonable written notice of any proposed ordinance, rule, resolution or regulation, or amendment thereto relating to matters within the scope of representation.
- H. Reasonable Access:** Reasonable access to employee work locations for officers of the Union and the officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the City or established safety or security requirements.

ARTICLE 4: MANAGEMENT RIGHTS

- A.** The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service and; determine the procedures and standards of selection for employment and promotion; train and direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; to exercise complete control and discretion over its organization and the technology of performing its work; and to make rules and regulations for its employees consistent with this MOU.

- B.** The City maintains the right to use qualified volunteers or reserves in the City service, provided such use does not adversely affect wages, hours, and other terms and conditions of employment of represented employees. Use of said individuals shall be in accordance with State law and regulations.
- C.** Nothing contained within the Article is intended to, in any way, supersede or infringe upon the rights of the recognized employee organization as provided under State and Federal law, including, but not limited to, California State Government Code Sections 3500 through 3510, inclusive.

ARTICLE 5: NO DISCRIMINATION

There shall be no discrimination because of race, creed, color, national origin, sex, sexual preference or legitimate Union activities against any employee or application for employment by the City and to the extent prohibited by applicable State and Federal law, there shall be no discrimination because of age. There shall be no discrimination against any handicapped person solely because of such handicap unless that handicap prevents the person from meeting the minimum standards established for the employment position the applicant seeks. Nothing in this article shall in any way change current case law regarding employer's liability for discrimination nor shall it remove any defense currently or in the future with regard to employment discrimination.

ARTICLE 6: SALARY

- A. Salary Ranges:** Each job classification shall have a salary range consisting of six (6) steps, with a five percent (5%) increase between each step for all classifications. The salary range structure shall apply uniformly to all classifications within the bargaining unit. Advancement through the salary range shall occur on an annual basis, consistent with City personnel policies and procedures.
- B. Call Back Pay/Standby Pay:**
 - 1. **Call Back Pay:** When an employee is called by the City Manager or designee to return to duty after completion of their normal scheduled shift, they shall be compensated a minimum of two (2) hours at the rate of time and one half (1.5x) their normal rate of pay. Any work performed beyond the initial two (2) hours shall also be compensated at time and one half (1.5x) for actual hours worked. Should an emergency arise that requires a maintenance employee to be called out by either the City Manager or designee, the maintenance employee shall receive time and one half time from the time he leaves his house to the time he returns. Phone calls not requiring a return to duty shall be compensated in fifteen (15) minute intervals at the rate of time and one half.

Cumulative time spent on the telephone in excess of fifteen (15) minutes shall be compensable as call back time. This applies only to telephone calls taken by the employee which do not require a return to work.

2. **Standby Pay:** Bargaining Unit employees required to be on standby outside of their normal working hours and will receive \$4.00 for each hour of assigned standby time, as directed by the City Manager or designee. Should a wastewater treatment plant or Maintenance Worker employee be called out, premium pay will be paid for those hours worked outside of normal eight-hour day in addition to the standby pay. Standby employees responding to a call shall receive Call Back pay pursuant to the above Section.

Effective July 1, 2028, standby pay shall be increased to four dollars and fifty cents (\$4.50) for each hour of assigned standby time.

- C. Cost of Living Adjustments:** Cost of Living Adjustments shall be provided to all bargaining unit employees each year of this agreement effective July 1, 2026, 2027, and 2028 based on an average percentage change in the following two Consumer Price Index series for the period of April to April:

- San Francisco-Oakland-Hayward, CA, Urban Wage Earners and Clerical Workers (Series ID: CWURS49BSA0); and
- U.S. City Average, Urban Wage Earners and Clerical Workers (Series ID: CWUR0000SA0).

The resulting average shall be subject to a minimum adjustment of two percent (2%) and a maximum adjustment of four percent (4%).

- D. Wastewater Treatment Plant Operators:** When a Wastewater Treatment Plant Operator License is required: Upon successful completion, the City shall pay for all out-of-pocket costs related to obtaining a Grade 2 or higher Wastewater Treatment Plant Operator's license, including paid time off for required classes and testing required during normal work hours. The City shall pay for the cost of Grade 2 or higher Wastewater Treatment Plant Operator license renewals.

- E. Operator in Training Program:** The parties agree to allow qualified employees to participate in the State's Operator in Training (OIT) program subject to the following conditions:

The City shall:

1. Reimburse for approved schooling, including course materials upon successful completion of the course.
2. Provide travel compensation to and from schooling and testing locations.
3. Pay for certification and test.
4. Allow adequate time working as an OIT to be qualified to become a Grade 1 wastewater treatment plant operator.
5. Pay employees regular salary for attending classes during their normal scheduled working hours. No overtime will be paid for attending classes.

Employees participating in the OIT Program shall:

1. Study on employee's own time.
2. Submit requests for City approval of qualified courses upon a submission of the complete program summary.
3. Timely schedule and pass tests and qualify for certification.
4. Apply with regulatory agencies for needed extensions.
5. Keep the City informed of progress and program status.
6. Track qualified hours and report their hours accomplished and needed to the City.

F. Pay Differential for Acting Supervisor

1. When an employee is assigned to perform the significant duties of a supervisory position for relief necessitated by a temporary vacancy caused by the incumbent's absence of more than five (5) continuous working days, said employee shall receive 5% differential pay with the approval of the supervisor and/or the City Manager.
2. The 5% differential shall cease when the absent incumbent returns to duty.

G. Out of Class Pay: When an employee is assigned to do the work of a higher-paid classification (excluding supervisory classifications), said employee will be paid 5% out of class pay for the entire pay period in which the out-of-class work is performed.

H. Promotion: When an employee is promoted to a position with a higher salary range than the class from which he/she was promoted, the employee shall be appointed to that step in the higher salary range which will result in a minimum of a 5% salary increase.

I. Certification Pay: Employees will receive an additional 5% above their base pay for approved job-related certifications above what is required in their job classification. Certification pay is capped at 10% for each employee. In order to receive certification pay, the employee must have the certificate program approved by their supervisor and have received a satisfactory performance rating. Certifications for pay are approved at the sole

determination of the City and are subject to the operational needs of the City for continuance. Operator pay will be paid for current Operators in Training for a total of three years while obtaining required hours. Extensions may be provided at the discretion of the City.

- J. Safety Officer Pay:** Employees designated by the City as a Safety Officer shall receive five percent (5%) Special Assignment Pay above their base pay.

ARTICLE 7: OVERTIME

- A. Definition:** Authorized time of non-exempt employees worked in excess of either (8) hours per day and forty (40) hours in one (1) week shall constitute overtime. Employees on paid status for vacation CTO or holidays will not have such time count towards the 40-hour calculation.
- B. Policy:** It is the policy of the City of Colfax to keep overtime at a minimum consistent with the efficient operation of the City. Overtime must be authorized by the Department Head in advance and be in compliance with the overtime policy as set forth in the City's Personnel Rules and Regulations.
- C. Overtime Pay:** Overtime shall be paid at the rate of time and one half (1.5x) of the employee's base salary.
- D. Compensatory Time Off:** Employees may elect to receive compensation for overtime as Compensatory Time Off (CTO) at the rate of time and one-half (1.5) hours for each overtime hour worked. CTO will be capped at eighty (80) hours. Any overtime worked that would cause an employee's accrued CTO balance to exceed the cap shall be paid out as overtime pay.
- E. Employee Held Over After Conclusion of Regular Work Shift:** When an employee is held over after the conclusion of his/her regular work shift, the employee shall be paid at the rate of time and one-half (1 and ½) for hours worked in excess of his/her regular work shift. After 12 hours have elapsed from the start of the employee's work day, an employee who is held over shall be paid at the rate of double time (2) until the employee is released from work for an uninterrupted rest period of eight (8) hours.
- F. Meal Reimbursement:** If an employee is required to work four or more hours before or beyond his or her normal working day or on overtime for emergency purposes or for extended work periods of four or more hours in length on a day that is not the employee's regular work day, and the employee is not exercising flexible work hours, the employee shall

be reimbursed for the actual cost of a meal not to exceed \$18.00, tax and tip included. Reimbursement is contingent upon the employee providing receipts.

ARTICLE 8: HOSPITAL-MEDICAL-DENTAL-VISION-LIFE INSURANCE AND OTHER BENEFITS

- A.** The City shall contribute up to the following amount per month towards the premium cost for City-provided medical, dental, vision, and life insurance coverage:

Coverage Tier	Effective July 1, 2026	Effective July 1, 2027	Effective July 1, 2028
Employee Only	\$1,875.00	\$1,875.00	\$1,925.00
Employee Plus One	\$1,950.00	\$2,025.00	\$2,100.00
Employee Plus Family	\$2,100.00	\$2,175.00	\$2,250.00

Any premium costs above the applicable monthly contribution amount shall be paid by the employee.

- B.** Employees who decline to enroll in the City's medical benefits and who provide evidence to the City that they have medical benefits in place shall receive employee-only dental, vision, and life insurance coverage at no cost to the employee, and shall receive an in-lieu taxable stipend of four hundred dollars (\$400) per month.

ARTICLE 9: RETIREMENT PROGRAM

A. Retirement Benefits:

1. Employees designated as "local miscellaneous members" by the City are currently provided retirement benefits under the Public Employees Retirement System's Local Miscellaneous 2% at age 60 Formula.
2. Employees are also provided retirement benefits under Social Security.

B. Retirement Contributions:

1. Employees shall pay the full employee contribution to PERS retirement as required by law.
2. The employee shall pay the full amount of the employee's contribution rate to Social Security.

C. PEPPRA Retirement Contributions:

1. New Member Retirement Benefits: All employees hired after January 1, 2013 shall fall under the Public Employee Pension Reform Act, AB340, of the California State Code.

ARTICLE 10: HOLIDAYS

- A.** The following holidays shall be observed by the City:
1. January 1st (New Year's Day)
 2. The third Monday in January (Martin Luther King Day)
 3. One (1) Floating Holiday instead of Lincoln's Birthday
 4. The third Monday in February (President's Day)
 5. The last Monday in May (Memorial Day)
 6. June 19th (Juneteenth)
 7. July 4th (Independent's Day)
 8. The first Monday in September (Labor Day)
 9. The second Monday in October (Columbus Day/Indigenous Peoples' Day)
 10. November 11th (Veterans Day)
 11. Thanksgiving Day
 12. The Friday immediately following Thanksgiving Day
 13. December 24th (Christmas Eve)
 14. December 25th (Christmas Day)
 15. Every day designated by the President or Governor for public fast, thanksgiving, or holiday and approved by the City Council.
- B.** If any holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If any holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- C.** Employees who are required to work on a designated holiday shall receive eight (8) hours of vacation leave or pay, in addition to compensation for hours worked as provided in D below.
- D.** Employees who work on a designated holiday shall be paid at one and one-half (1.5x) their regular rate of pay for all hours worked on the holiday.
- E.** No holiday pay shall be accrued while an employee is in unpaid status for more than thirty (30) consecutive calendar days.
- F.** Employees must be a City employee in January to receive the full floating holiday. Employees hired after January shall receive a prorated floating holiday based on the calendar quarter in which they are hired.
- G.** If a holiday occurs during an employee's approved vacation leave, the holiday shall not be charged against the employee's vacation leave balance.

- H.** When a recognized City holiday falls on a Tuesday, an employee may request to observe the holiday on the preceding Monday. When a recognized City holiday falls on a Thursday, an employee may request to observe the holiday on the following Friday. Such requests may be approved by the City Manager or designee based on operational needs and departmental staffing. Approval shall not be unreasonably withheld. An approved alternate holiday observance under this section shall be treated as the employee's holiday for pay purposes and shall not result in any loss of holiday pay or additional holiday benefit.

ARTICLE 11: SICK LEAVE

- A. Use of Sick Leave:** Sick leave may be taken for absences from duty made necessary by:
1. Personal illness, injury, or preventive care;
 2. Medical, dental, or eye examination or treatment for the employee or a family member;
 3. Diagnosis, care, or treatment of an existing health condition of the employee or a family member;
 4. Hospitalization of a family member or member of the employee's household;
 5. Care of a family member or member of the employee's household who is ill or injured, though not hospitalized; and
 6. Reasons authorized by California law when the employee or a family member is a victim of domestic violence, sexual assault, stalking, or other qualifying acts.

A family member is defined as a spouse, registered domestic partner, child, stepchild, parent, parent of a spouse, stepparent, brother, sister, grandparent, grandchild, parent-in-law, designated person, or any member of the employee's household.

- B. Sick Leave Accumulation:** Sick leave with pay shall be granted to all full-time employees. An employee shall accumulate one (1) sick leave day per month while in paid status from date of hire until terminated or on leave without pay. Part time employees shall accrue sick leave on a pro rata basis based on the average hours worked per month.
- C. Holidays During Sick Leave:** Holidays and regular days off occurring while an employee is on sick or special leave shall not be charged against such employee's sick leave credits.
- D. Sick Leave Notification and Proof of Illness:** In order to receive compensation while on sick leave, the employee shall notify their immediate supervisor in advance when the need for sick leave is foreseeable. If the need for sick leave is not foreseeable, the employee shall notify their immediate supervisor as soon as practicable.
- E. State Disability Insurance Integration:** The City agrees to integrate SDI benefits with sick leave. The employee shall pay required premium costs, which will be deducted from their

paycheck and transmitted to the State by the City. Employees shall advise the City of any communications from EDD within two work days of receipt.

ARTICLE 12: LEAVE WITH PAY

The following provide for leave with pay:

- A. Military Service:** Military leave shall be granted in accordance with State and Federal law.
- B. Jury Duty:** All employees occupying authorized regular positions shall be allowed to leave for jury duty upon presentation of jury notice to the department head or City Manager. The employee shall receive full pay for the time served on the jury. Monies received from the courts by the employee for jury duty will be deposited with the City of Colfax, with the exception of mileage reimbursement.
- C. Driver's License Renewal:** The City agrees that employees who are required as a condition of continued employment to maintain a valid California driver's license shall be granted up to three (3) hours paid time off for the purpose of completing the required Department of Motor Vehicle written exams.
- D. Bereavement Leave:** In the event of the death of an employee's immediate family member, the employee shall be entitled to up to five (5) workdays of bereavement leave for each occurrence. Up to three (3) workdays shall be leave with pay. Two (2) additional workdays shall be unpaid but protected leave. Employees may use accrued PTO to remain in paid status for any bereavement leave taken beyond the three (3) paid workdays.

Bereavement leave may be used for attending funeral or memorial services, making arrangements associated with the death, grieving, or travel related to the death of the immediate family member. Bereavement leave does not need to be taken consecutively but must be completed within three (3) months of the date of death.

For purposes of this Article, immediate family member shall include the employee's spouse, domestic partner, child, parent, sibling, grandparent, grandchild, and those relationships recognized by law as in-law, half, step, adopted, and foster family members.

Employees shall notify their Department Head as soon as practicable after the death of an immediate family member of the dates for which bereavement leave is requested.

ARTICLE 13: VACATION

All regular employees occupying a position shown in the Annual Salary Program shall accrue vacation leave with pay as shown below:

A. Vacation Leave Accrual: Vacation leave with pay shall be credited to all employees at the following rates:

First two years of service:	10 days per year
Beginning of year three through four:	12 days per year
Beginning of year five through nine:	15 days per year
Beginning of year ten through fourteen:	20 days per year
Beginning of year fifteen through nineteen:	22 days per year
Beginning of year twenty and on:	25 days per year

B. Payment for Unused Vacation Time: When an employee terminates, fractional periods of vacation shall be calculated and credited to the employee's account. Compensation shall be at the employee's hourly rate.

C. Vacation Leave Accumulation:

1. Vacation credits are earned and shall vest as accrued. Accrued vacation credits may be carried over from year to year, subject to the maximum accrual set forth below.
2. Employees shall not accrue more vacation leave than two (2) times their annual vacation leave accrual rate in a calendar year. Employees who reach the maximum accrual amount shall cease accruing vacation leave until the amount of accrued vacation leave is reduced below the maximum accrual amount.
3. All eligible employees may use accrued vacation upon successful completion of probation, upon two (2) weeks' notice and approval from the appropriate department head.
4. Vacation credits shall not be earned during periods an employee is on unpaid status.

D. Sickness During Vacation Leave: Sickness occurring during vacation leave, upon reasonable verification if requested by the City, shall be considered sick leave and not charged against vacation leave.

E. Vacation Leave Scheduling: Requests for vacation leave shall be submitted in advance by the employee in writing to the Department Head. The Department Head shall approve or deny the vacation request within five (5) days from the date of the request.

ARTICLE 14: REST PERIODS

- A. Lunch Periods:** Employees are provided with an uninterrupted lunch period of one hour or one-half (1/2) hour for each eight (8) hours of work, or alternative work schedule.
- B. Rest Periods:** Employees are provided with two paid fifteen (15) minute breaks, one during the first half of the shift and another during the second half of the shift. During breaks, employees are considered to be under the direction and supervision of the City. Rest periods will generally not be taken within one (1) hour of an employee's start or end time.

Rest periods will normally be taken at the assigned worksite. Employees may, with the supervisor's permission, leave the area as necessary to take care of their personal needs. Employees may be required to use the closest reasonably accessible facility for that purpose.

ARTICLE 15: SCHEDULING

- A.** Normal work week for bargaining unit employees will be eight hours per day, 40 hours per week. Work schedules for each position shall be as established by the Department Head. The Department Head may change such schedules from time to time based on the needs of departmental operations and with approval of the City Manager. The Department Head, with seven (7) calendar days prior notice, may require an employee to work an unscheduled day/shift and receive an otherwise scheduled work day/shift off in which case the work day/shift worked shall not be considered compensable at the overtime rate of pay. In no event may an employee's work schedule be changed during the same pay period when the primary purpose of such change is to avoid payment of overtime. Employees may flex their schedules upon mutual agreement between their Department Head or designee.
- B. Temporary Change in Schedule:** An employee whose regular work shift is temporarily changed so that his/her shift starts between the hours of 6:00 p.m. and 6:00 a.m. shall be paid an additional 5% differential unless such temporary change in schedule is the result of a mutually agreed upon flextime arrangement or the employee is working overtime.
- C. Work Assignments:** The City shall give a ten-day written notice to an employee prior to a permanent change of assignment.
- D. Light Duty:** As determined by the City, the City agrees to provide for light duty assignments if available.

ARTICLE 16: SENIORITY

The principals of City seniority shall apply in, but not limited to, the following: promotion, layoff, vacation request, shift and days off bidding, etc. Provided, however, that due to the small size of the City workforce, strict application of seniority rules may be relaxed with respect to represented employees on a case-by-case basis after conferring with Union, if the City can demonstrate a specific need to vary from seniority basis.

ARTICLE 17: PROBATIONARY PERIOD

All new regular City employees will serve a six (6) month probationary period. During such probation an employee may be terminated for any reason and is not subject to the grievance procedure. A probationary period may be extended with the approval of the City Manager. The City may extend the probationary period as determined by the employee's supervisor with approval of the City Manager, two additional three (3)-month periods. If extended, a performance evaluation will be conducted at each three-month interval to determine possible permanent status. Probationary period will not exceed one year.

ARTICLE 18: PERFORMANCE EVALUATION REVIEW

A. Responsibility for Performance Appraisals:

1. It shall be the responsibility of the Department Heads and the Departmental Supervisors to prepare a performance appraisal for each employee assigned to them.

B. Frequency of Evaluations:

1. **Regular Employees:** A written performance appraisal shall be prepared at least annually for all employees within thirty days of their salary anniversary date.
2. **Merit Increase:** No merit increase approvals shall be implemented until the employee's performance appraisal is completed with a satisfactory or better rating justifying the merit increase. Employees who receive late evaluations that are satisfactory or above shall also receive retroactive pay back to their salary anniversary date.

C. Review and Distribution of Evaluation:

1. Each performance appraisal shall be thoroughly discussed with the employee to point out areas of successful performance and areas that need improvement or which are unacceptable. Employees shall be encouraged to comment about their work performance in a written statement attached to the appraisal within ten (10) working days of the performance appraisal.

2. The employee will be encouraged to sign the performance appraisal to acknowledge awareness of its contents and discussion of the appraisal with the evaluator. The employee shall be informed that his or her signature does not necessarily mean that the employee fully agrees with the contents of the report and the employee may so state on the report before signing.
3. A copy of the final approved performance appraisal shall be provided to the employee. The original shall be placed in the employee's personnel file.

ARTICLE 19: FITNESS FOR DUTY

- A.** The City may require an employee to submit to a medical examination by a physician designated by the City to evaluate the capacity of the employee to perform the essential functions of the employee's position. The decision to require an employee to submit to such medical examination shall be based upon reasonable cause to believe, by the employee's department head or designee, that the employee is unable to perform the essential functions of the employee's position based on a medical or psychological condition or poses a threat to self or others. The City shall pay the cost of such examination.
- B.** The physician shall make a written report to the City. Information provided by the City's physician shall be kept confidential. A copy of the physician's report shall be given to the employee. The physician's report shall include what, if any, reasonable accommodations the City may make to accommodate the employee.
- C.** If, after consideration of the report and other pertinent information, the City concludes the employee is permanently unable to perform the essential functions of his/her present position, the City and employee will engage in an interactive process meeting to review and discuss reasonable accommodations. The employee may be represented at the interactive process meeting by a representative of their choosing. If the City is unable to accommodate the employee, the City may demote or transfer the employee to an appropriate vacant position. If it is concluded that the employee is unable to perform the essential functions of his/her position and the employee cannot be demoted or transferred to another vacant position, the employee's employment with the City may be terminated. Any such action shall be considered non-disciplinary. An employee who is terminated because he/she is unable to perform the duties of his/her position shall be placed on paid administrative leave until the date of separation.
- D.** An employee demoted or terminated pursuant to this section may elect, at the employee's cost, to an examination by a physician of the employee's choice. If the employee's physician finds the employee fit to perform his/her job duties the employee shall have the

right to submit the matter to binding arbitration, pursuant to the Step 4 of the grievance procedure contained herein.

- E. After weighing the evidence submitted by both parties, the employee shall be reinstated if the arbitrator determines that the employee is fit to perform the essential functions of his/her former position. The arbitrator may elect to make an employee whole.

ARTICLE 20: FILLING PERMANENT VACANCIES

- A. Whenever a vacancy occurs in a job assignment, the vacancy and duties of the position shall be posted for a period of ten (10) calendar days. Employees holding career status in the classification allocated to that position, and who are assigned to the particular operation in which the vacancy arises, may request to be reassigned to fill said vacancy. The City shall give first consideration to those employees making such requests before considering any other persons for the vacancy.
- B. In the event more than one qualified employee requests to fill said vacancy, the assignment shall be based on classification seniority (or in the case of a tie, highest position on the eligible list) provided relative experience and capability in performing the required job functions and relative disruptive effect on the established work schedule are equal as determined by the City.

ARTICLE 21: LIMITED TERM EMPLOYEE (DEFINED)

A Limited Term assignment may be appointed by the City Manager for the purpose of filling the needs of the city for a period of not more than four (4) months and can only be extended by mutual agreement of the Union and the City.

ARTICLE 22: LAYOFF AND RE-EMPLOYMENT

- A. **Notice of Layoff:** The City Manager shall give at least three (3) weeks advance written notice to regular employees to be laid off. Such notice shall also be furnished to the Union. Layoffs are subject to Meet and Confer.
- B. **Order to Layoff:** Layoffs shall be by job classification in reverse order of seniority as determined by length of continuous service with the City in fulltime, non-probationary status. Layoffs and leaves of absence without pay shall be bridged in computing the employee's length of continuous service.

- C. Bumping Rights:** A regular employee who has achieved fulltime, non-probationary status at the time of layoff may displace the least senior employee in the lower classification provided, however, that the employee to be laid off has greater seniority than the least senior employee in the lower classification and further provided that the employee to be laid off held permanent status in that lower classification.
- D. Re-employment:** A regular employee who has achieved fulltime, non-probationary status at the time of layoff shall have the employee's name placed on a re-employment list which shall be maintained for twenty-four (24) months from the time of layoff.
- E.** Employees on the re-employment list shall be first called by seniority to fill openings in the classification from which the employees were laid off before other employees are hired to fill those openings. Employees bumped as a result of layoff shall be allowed to return to openings in the position from which they were bumped by seniority at the salary for the position to which the employee returns. Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible.

ARTICLE 23: UNIFORMS FURNISHED AND MAINTAINED

- A. Washing and Drying Facilities:** The City shall provide and maintain washing and drying facilities for the purpose of laundering uniforms and work apparel. Employees shall be provided scheduled time during work hours to start laundry loads, transfer loads, remove completed loads, fold uniforms and work apparel, and prepare such items to take home.
- B. Shirts:** The City shall furnish Public Works Department employees with ten (10) uniform shirts. In the event uniform shirts are damaged due to work-related use or experience normal wear and tear requiring replacement, the City shall provide replacement shirts upon verification of such condition.
- C. Uniform and Work Apparel Reimbursement:** Public Works Department employees shall be eligible for reimbursement upon submission of receipts for the following items:
 - 1. Safety Boots:** Up to three hundred twenty-five dollars (\$325) annually for safety boots required by the City.
 - 2. Safety Jackets:** Up to two hundred fifty dollars (\$250) annually for high-visibility safety jackets or equivalent outerwear approved by the City.

3. **Uniform Pants:** Up to six hundred fifty dollars (\$650) annually for uniform pants, including jeans, carpenter-style work pants, cargo work pants, industrial twill work pants, duck canvas work pants, or other durable work pants approved by the City.

D. Work-Related Damage: In the event safety boots, high-visibility safety jackets, uniform pants, or other uniform items are damaged due to work-related use and require replacement outside of the annual reimbursement limits, employees may submit the damaged item to the City for review. With approval of the City Manager or designee, the employee may be authorized for replacement.

ARTICLE 24: HEALTH AND SAFETY

A. Safety Equipment: Safety equipment is supplied by the City of Colfax to its personnel. All employees shall possess and have immediately available for their use those items of safety equipment issued and which are described by City regulations. Furthermore, the City agrees to provide and maintain a safe and healthy work environment.

B. Inoculations: The City shall pay for all inoculations required by the State of California, or as required by the City.

ARTICLE 25: TUITION REIMBURSEMENT AND TRAININGS

A. Tuition Reimbursement: The City shall reimburse employees up to \$1500.00 per fiscal year for the expenses they have incurred for tuition and books in taking a City approved college or university level course. Only courses, which relate to the employee's current position with the City or would prepare the employee for advancement within the career field, will be considered as eligible for tuition reimbursement. Reimbursement shall not be made until the employee submits documentation of expenses and successful completion of the course with a grade of "B" or better. In order to be eligible, an employee must submit a plan by May 1st for the upcoming budget year. Late requests may be approved at the discretion of the Department Head.

B. Training Courses: Upon approval of the Department Head, employees may be authorized to attend job-related training programs during regular working hours. When the needs of the City services so require, the appointing authority may direct an employee to attend a meeting or conference as part of the professional training required for the position. When such attendance is authorized or directed, payment for training-related expenses shall be paid by the City in accordance with authorized travel expense reimbursement in Article 29 B, Mileage Reimbursement, and shall be distinct from the compensation paid for time worked.

ARTICLE 26: DISCIPLINARY ACTION

The following procedure shall be adhered to for non-emergency suspension, discharges and disciplinary actions of regular represented employees:

A. Disciplinary Procedure:

1. The concerned employee shall be given written notice of the proposed action within seven (7) calendar days from the date the appointing authority becomes aware of an incident to take the appropriate disciplinary action. Such written notice shall include a statement of the reasons why the disciplinary action is being proposed and shall include a copy of the charges being considered by City management in addition to a statement of employee rights appropriate to the preliminary notice.
2. The employee shall be shown the documents or materials upon which the disciplinary action is based; and if practical, he or she shall be supplied with a copy of those documents.
3. After being given a reasonable opportunity to review the documents and materials set forth in paragraphs 1 and 2, above, the employee shall, within ten (10) days, be given the right to request a meeting, or respond either orally or in writing (at the option of the employee), to the authority initially imposing discipline. This meeting and/or response shall constitute a "Skelly" hearing.
4. Proposed discipline shall only be imposed after employee receipt of the City's decision following the response meeting ("Skelly" hearing).
5. Prior discipline may be considered in determining the appropriate level of discipline in the administration and enforcement of City work rules, and is not subject to the written notice requirement in Article 22 (A) 1 Notice of Layoff.
6. Employees shall have the right to appeal the decision of the City. Appeals may be filed for binding arbitration pursuant to Step 4 of the grievance procedure in Article 27 of this Agreement.

- B. Suspension:** The Department Head, with prior approval of the City Manager, may suspend an employee without pay from his/her position at any time for cause, not to exceed three (3) working days in any one suspension or more than ten (10) working days in one fiscal year. Such suspensions shall be reported immediately to the City Manager. The City Manager may suspend an employee at any time for cause for a period not to exceed thirty (30) working days in any fiscal year.

- C. Demotion:** The City Manager may demote an employee whose ability to perform the required duties of his/her position fall below standard or for disciplinary purposes. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications.
- D. Reduction in Salary:** The appointing authority may, with prior City Manager approval, within the minimum and maximum salary range for the position, reduce or decrease the salary level of an employee whose ability to perform the required duties of his/her position falls below standard, or for disciplinary purposes.
- E. Discharge:** An employee in the career service may be discharged for cause at any time by the City Manager. Any employee who has been discharged shall receive a written statement of the reasons for such action at the time of discharge.
- F. Cause for Discipline:** Disciplinary action up to and including termination may be taken for any of the following:
1. unauthorized absence
 2. the commission of conviction of any felony or any other crime involving moral turpitude
 3. disorderly conduct
 4. incompetence or inefficiency
 5. insubordination
 6. intoxication while on duty or on standby
 7. neglect of duty
 8. willful or negligent damage to public property or waste of public supplies or equipment
 9. violation or negligent damage to public property or waste of public supplies or equipment
 10. willful violation of any of the provisions of the Ordinances of the City, these rules or others promulgated by the City Manager as Administrative Orders
- G. Aggrieved Employee Representation:** An aggrieved employee may be represented by any person or organization of his/her choice at any stage of the proceedings.

ARTICLE 27: GRIEVANCE PROCEDURE

Definition: A grievance shall be defined as any claimed violation, misinterpretation, inequitable application or non-compliance with provisions of a collective bargaining agreement, or resolutions, rules, regulation, or existing practices affecting the status or working conditions of City employees.

Right to File and Representation: A grievance may be filed by an employee on the employee's own behalf, or jointly by any group of employees or by an employee organization.

An aggrieved employee may be represented by any person or organization of the employee's choice at any stage of the proceedings. A representative of an organization certified to represent a majority of employees in the representation unit, in which the aggrieved employee is included, is entitled to be present at all meetings, conferences and hearings. Disciplinary appeals shall be submitted directly to Step 4 of the grievance procedure.

The City shall act as a central repository for all grievance records. Any time limit may be extended only by mutual agreement of the parties.

- A. Informal Grievance Procedure:** Within five (5) working days of the event giving rise to a grievance, the grievant shall present the grievance informally for the disposition by the immediate supervisor, or at any appropriate level of authority. Presentation of an informal grievance shall be prerequisite to the institution of a formal grievance.
- B. Formal Grievance Procedure:** If the grievant believes that the grievance has not been redressed through the informal grievance procedure within five (5) working days from the date grievant informally presented the event giving rise to a grievance to his/her immediate supervisor, he/she may initiate a formal grievance within five (5) working days thereafter. A formal grievance can only be initiated by completing a memorandum and filing it with the Department Head.

Step 1 - Within ten (10) working days after a formal grievance is filed, the Department Head shall investigate the grievance and confer with the grievant in an attempt to resolve the grievance and make a decision in writing.

Step 2 - If the grievance is not resolved in Step 1 to the satisfaction of the grievant, he/she may, within not more than five (5) working days from his/her receipt of the Department Head's decision, request consideration of the grievance by the City Manager by so notifying the City Manager. Within ten (10) working days after such notification, the City Manager shall investigate the grievance, confer with the person affected and their representatives to the extent he deems necessary, and render a decision in writing. The City Manager shall advise the grievant, in writing, of the decision. If the decision does not resolve the grievance to the satisfaction of the grievant, the grievant may proceed to Step 3.

Step 3 - Mediation. With the approval of all parties, the California State Mediation and Conciliation Service shall mediate any grievances or disciplinary actions before going to Step 4.

Step 4 - Binding Arbitration. If the City Manager or the designated representative fails to respond in writing as provided in Step 2, or if the response is not satisfactory to the grievant, the grievant shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the City Manager within ten (10) working days of receipt of the decision.

1. **Selection of Arbitrator:** A list of five (5) arbitrators shall be provided by the State Mediation and Conciliation Service. Selection of the arbitrator shall be made by the parties alternating striking names from the list until one remains.
2. **Decision:** In all cases the decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to add to, delete or alter any provisions of the Agreement, but shall limit his/her decision to the application and interpretation of its provisions.
3. **Cost:** The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties.
4. **Witnesses:** The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to the Agreement. The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 28: PERSONNEL FILES

An employee or employee's representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file. The City shall furnish copies of all performance evaluation reports and letter of reprimand or warning to the employee prior to placement of such documents into the employee's personnel file. The employee shall be required to acknowledge the receipt of any document entered into the employee's personnel file without prejudice to subsequent arguments concerning the contents of such documents.

ARTICLE 29: HOME RETENTION OF CITY VEHICLES/ MILEAGE

- A. **City Vehicle:** Home retention of City vehicles may be permitted with the prior approval of the City Manager.
- B. **Mileage Reimbursement:** When authorized by the City for the employee to drive their private vehicle, the City will reimburse mileage at a rate equal to the standard rate recognized by the Internal Revenue Service.

ARTICLE 30: CATASTROPHIC LEAVE PROGRAM

- A.** Regular full-time employees may voluntarily donate vacation or CTO hours to another regular employee based on the following criteria:
1. To be eligible as a recipient, an employee must have a verifiable long-term illness or injury, e.g., cancer, heart attack, stroke, serious injury, etc., or death in the immediate family and must have exhausted all personal vacation, sick leave, and CTO, or will soon have exhausted such leave resulting in the employee being in a non-paid status.
 2. Donations must be made to a specified individual only.
 3. The person receiving the donated hours must have achieved regular status with the City.
 4. Donated vacation or CTO hours must be in increments of one (1) hour. Hours donated will be converted at the donor's hourly rate and credited to the sick leave balance of the recipient by converting the dollar amount donated to the recipient's hourly rate.
 5. Example: Employee A is paid at ten dollars (\$10) per hour and donates one hour to employee B who is paid at five dollars (\$5) per hour. Employee B would be credited with two (2) hours of sick leave. Conversions for crediting will be rounded to the nearest one-half (1/2) hour increment. Once donated, vacation or CTO hours cannot be reclaimed by the donor.
 6. The maximum time that may be initially donated into an employee's account is one thousand and forty (1040) hours. Additional time may be donated if the initial donation is exhausted to a maximum of one thousand and forty (1040) hours. To be eligible to receive more than the aggregate total of two thousand and eighty (2080) hours, there must be a favorable prognosis for recovery and a predictable date of return to work.
 7. In no event shall donated time have the effect of altering the rights of the City or the recipient relevant to employment, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave.
- B.** The Union shall be responsible for securing donations to sick leave accounts. All donations must be done in writing and include the dated signature of the donor on a form mutually agreed upon by the City and the Union.

ARTICLE 31: FULL UNDERSTANDING MODIFICATION WAIVER

- A.** The parties jointly represent that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein.

- B.** Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum. The foregoing shall not preclude the parties from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope of union representation for a proposed MOU between the parties to be effective on or after June 30, 2029.

ARTICLE 31: SEVERABILITY OF PROVISIONS

Should any provision of the MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidations of such provisions shall not invalidate the remaining portions thereof; and such remaining portions shall remain in full force and effect for the duration of the MOU.

ARTICLE 32: PREVAILING RIGHTS

All matters within the scope of meeting and conferring that have previously been adopted through rules, regulations, ordinances, or resolutions which are not specifically superseded by this Memorandum of Understanding, shall remain in full force and effect through the term of this Agreement.

DATE: _____

IUOE, Stationary Engineers, Local 39:

City of Colfax:

Tim Eggen, Business Manager

Caroline McCully, Mayor

Jeff Gladieux, President

Ron Walker, City Manager

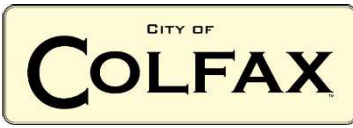
IUOE, Stationary Engineers, Local 39:

Brandy Johnson, Director of Public
Employees

Jeremy Burch, Business Representative

Matthew Anderson, Bargaining Team
Member

Casey Merrill, Bargaining Team Member



Staff Report to City Council

FOR THE JUNE 24, 2026 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Employee Handbook Update

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Approve Resolution No. __-2026, adopting the updated City of Colfax Employee Handbook to supersede the Employee Handbook adopted July 1, 2017, and authorizing the City Manager to make non-substantive corrections as needed.

Summary/Background

The City of Colfax's current Employee Handbook (Handbook) was adopted on July 1, 2017. Since that time, numerous changes in California and federal employment law—together with the City's evolving operational needs and the terms negotiated with represented employees—have made a comprehensive update necessary. Working with the City's labor counsel, Liebert Cassidy Whitmore (LCW) and consultant Josette Reina-Luken (MNJ Advisors), staff prepared a complete revision of the Handbook. The updated Handbook was reviewed by International Union of Operating Engineers, Stationary Engineers Local 39 (Union) for feedback. The Union had no objections; note that the Union has a memorandum of understanding (MOU) for its represented employees in addition to the Handbook. In the event that the Handbook and MOU contradict each other, the MOU will take precedence.

This report summarizes the substantive differences between the original 2017 Handbook and the updated version.

The updated Handbook reorganizes the document into a numbered section structure (Sections 100–108), modernizes and standardizes language throughout (for example, replacing first/second person “you/your” references with consistent third-person references and updating position titles from “City Clerk/Finance Director” to “Administrative Services Officer”), and brings each policy into alignment with current law. The major substantive changes are summarized below.

Compensation and Benefits:

- **On-Call (Standby) Pay:** increased from \$2.50 per hour to \$4.00 per hour, rising to \$4.50 per hour effective July 1, 2028. Expected response time changed from 30 minutes to 45 minutes.
- **Compensatory Time Off (CTO):** increased the accrual cap from 60 to 80 hours, and detailed new provisions were added governing the use, scheduling, cash-out, carryover, and payout-upon-separation of CTO.
- **Life Insurance:** City-paid life insurance benefit increased from \$15,000 to \$25,000.
- **Benefits Offerings:** an optional Flexible Spending Account (FSA) plan and a 457(b) Deferred Compensation Plan were added to the list of benefits; stand-alone “Disability Insurance” was removed from the benefits list.
- **Benefits Eligibility Table:** updated to reference CalPERS regulations and to revise retirement eligibility thresholds (removing the prior “>960 hrs/yr” conditions).

- **Overtime:** the policy was expanded to distinguish FLSA overtime from contractual overtime, clarify that only actual hours worked count toward thresholds, and add detailed authorization and emergency-overtime procedures.

Leaves and Time Off:

- **Holidays:** Juneteenth was formally added to the City’s observed holiday list, and a Floating Holiday (in lieu of Lincoln’s Birthday) and “Columbus Day / Indigenous Peoples’ Day” designation were incorporated. New language addresses holiday pay (2½ times the regular rate when required to work an observed holiday) and weekend-holiday observance.
- **Reproductive Loss Leave:** an entirely new leave (up to 5 days per event, up to 20 days in a 12-month period) was added to comply with California law effective 2024.
- **Bereavement Leave:** new stand-alone policy providing 3 days of paid leave plus 2 additional days of unpaid, protected leave, to be taken within three months.
- **Family and Medical Leave (CFRA):** substantially expanded with current definitions, eligibility, certification, reinstatement, and intermittent-leave provisions, and clarification that the City is exempt from FMLA due to its size and administers leave under CFRA.
- **Vacation Leave:** added two days for those employees with 15-19 years of service.
- **Sick Leave:** updated to current law, including expanded “covered family members,” addition of a “designated person,” and protected-leave provisions under the Healthy Workplaces, Healthy Families Act and Kin Care.
- **Pregnancy and Related Leave:** expanded and retitled to address pregnancy disability leave, reinstatement, benefits while on leave, and reproductive loss.
- **Additional/expanded leaves:** Lactation accommodation, Jury Duty and Court-Ordered Witness Leave, Victims of Crime Leave, Domestic Violence/Sexual Assault/Stalking Leave, School Appearances, Time Off for Voting, Volunteer Civil Service Personnel, Paid Administrative Leave, and Leave of Absence Without Pay were each added or significantly expanded to reflect current statutory requirements.

Conduct, Technology, and Workplace Policies:

- **Artificial Intelligence (AI) Policy:** an entirely new policy governing permissible employee use of AI tools, confidentiality of inputs, labeling of AI-generated content, and a prohibition on “deepfakes.”
- **Technology Policy:** significantly expanded to cover City property and equipment, cell phones and hands-free driving requirements, protection of electronic information, computer/internet use, monitoring of City property, social media (including personal-account guidance), and employee-owned devices.
- **Drug and Alcohol Policy:** expanded to address cannabis/marijuana, off-duty cannabis use protections under current California law, reasonable-suspicion and pre-employment testing protocols, and non-psychoactive cannabis metabolite testing limits.
- **Harassment, Discrimination, and Retaliation:** substantially rewritten with expanded protected categories, covered individuals, detailed complaint and investigation procedures, anti-retaliation provisions, and employee/supervisor responsibilities.
- **Reasonable Accommodation and Interactive Process:** a comprehensive new section added covering disability, pregnancy, victim-status, and religious accommodations, along with fitness-for-duty examination procedures.

- **Outside Employment, Conflicts of Interest, and Political Activity:** expanded with authorization, appeal, and revocation procedures and updated statutory references.
- **Workplace Violence:** expanded to reference the City’s Workplace Violence Prevention Plan (consistent with SB 553) and to detail reporting and response procedures.

Discipline and Employment Status:

- **Disciplinary Procedures:** expanded to define types of discipline (counseling memo, verbal/written reprimand, suspension, demotion, salary reduction, discharge), causes for discipline, and detailed Skelly (pre-disciplinary) and appeal-hearing procedures for for-cause employees.
- **Employment Status Categories:** clarified and expanded to add Volunteers, Independent Contractors, and Probationary Employees as distinct categories, with at-will and due-process distinctions.
- **Reductions in Force:** updated to add advance-notice provisions (the City will attempt to provide 21 days’ notice) and to defer to applicable MOU layoff provisions for represented employees.
- **Job Abandonment:** new provision deeming an employee to have resigned after five consecutive unauthorized absences, with a notice-and-explanation process.
- **Whistleblower Policy:** updated and expanded with current definitions of protected activity and adverse action and a complaint form.

LCW Review Comments:

The City’s labor counsel (LCW) commented on several items, including: confirmation that adding Juneteenth is consistent with existing holiday language and that floating holidays should be addressed separately; clarification on offsetting jury-duty stipends; a note that voting-leave posting requirements need not be restated in the Handbook; and observations that certain crime-victim leave rights are already addressed in the sick leave and domestic-violence leave sections. These comments are advisory and have been incorporated or addressed in the final version as appropriate.

Staff recommends that Council adopt the updated City of Colfax Employee Handbook to supersede the July 1, 2017 Handbook. If approved, the updated handbook would have an effective date of July 1, 2026.

Fiscal Impacts

N/A

Attachments:

1. Resolution ___ - 2026
2. Employee Handbook Adopted on July 1, 2017
3. Draft Employee Handbook with effective date of July 1, 2026

City of Colfax

City Council

Resolution No. __-2026

AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE UPDATED EMPLOYEE HANDBOOK

WHEREAS, the City of Colfax (City) in conjunction with their legal counsel and consultants have made several adjustments to bring the employee handbook to current standards; and,

WHEREAS, International Union of Operating Engineers, Stationary Engineers Local 39 (Union) has reviewed the proposed changes and has no objections to these updates; and

WHEREAS, the City Council of the City of Colfax has determined that the employee handbook updates are in the best interest of the City and its employees.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to execute the updated Employee Handbook as of July 1, 2026.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 24th day of June 2026 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Caroline McCully, Mayor

Gabrielle Christakes, City Clerk



Employee Handbook

City of Colfax

Adopted by City Council: **Adopted July 1, 2017**

This document will be reviewed in conjunction with negotiations for renewal of the MOU with represented employees.

City of Colfax - Employee Handbook

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GENERAL EMPLOYMENT POLICIES

INTRODUCTION

Welcome! As an employee of the City of Colfax (the City), you are an important member of a team effort. We hope that you will find your position with the City rewarding, challenging, and productive.

Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of the City.

This employee handbook is intended to explain the terms and conditions of employment of all full- and part-time employees and supervisors. Written employment contracts between the City and some individuals may supersede some of the provisions of this handbook.

This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements that are inconsistent with the policies described here. Your supervisor or manager will be happy to answer any questions you may have.

For represented employees: Please refer to the Memorandum of Understanding (MOU) to explain any differences between this handbook and the Union agreement.

OUR COMMUNITY

The City of Colfax is located in the Sierra Nevada foothills at 2,400 feet elevation and home to approximately 2,000 citizens. Colfax is a small historical city with ties to the 1849 Gold Rush and the First Transcontinental Railroad. A myriad of recreational activities are at our doorstep: camping, hiking, fishing, mountain biking, gold panning, kayaking & rafting. Colfax is a great place to live and work! Access to Interstate 80 allows easy travel to Sacramento, Lake Tahoe, or Reno. Area roads and trails allow exploration in one of the most diverse natural habitats in California.

City staff offers full services to the community. Because the City has a small workforce, each team member's contribution is essential to the success of City operations.

COMMUNITY RELATIONS



Employees are expected to be polite, courteous, prompt, and attentive to every customer. When an employee encounters an uncomfortable situation that he or she does not feel capable of handling, the supervisor or City Manager should be called immediately.

Ours is a service business and all of us must remember that the residents come first. Our residents ultimately pay all of our wages. Remember, while the customer is not always right, the customer is never wrong.

Residents are to be treated courteously and given proper attention at all times. Never regard a resident's question or concern as an interruption or an annoyance. Respond to inquiries received from residents, whether in person or by telephone, promptly and professionally.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received.

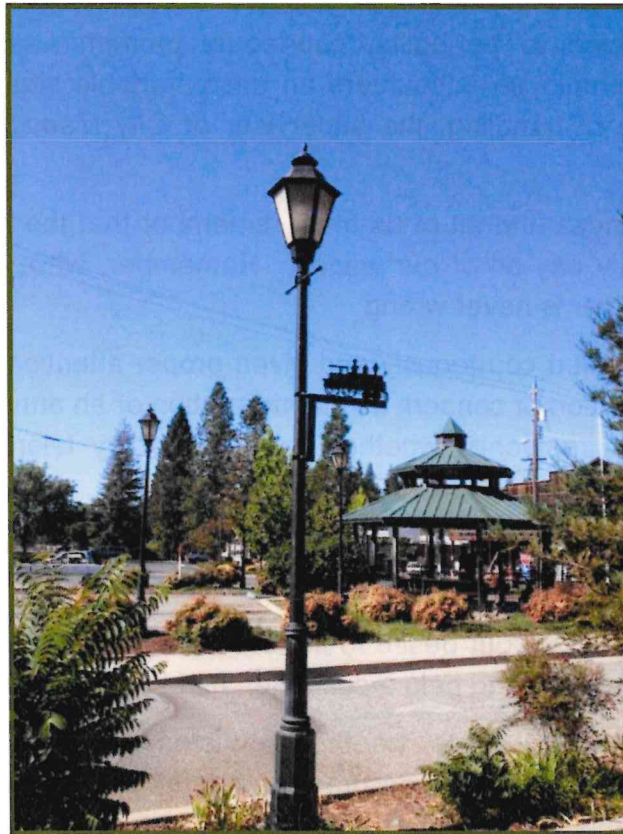
Through your conduct, show your desire to assist the customer in obtaining the help he or she needs. If you are unable to help a customer, find someone who can.

All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

Do not argue with a customer. If a problem develops or if a resident remains dissatisfied, ask your supervisor or the City Manager to intervene. Do not make promises to residents which will create an obligation, liability or set precedence for expenditures of City funds. It is far better to say, "We will look into it and see what we can do for you" than to obligate limited City funds or personnel time.

RIGHT TO REVISE

The City reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document from time to time. Substantive changes to this handbook shall be approved by City Council. The City Manager has the authority to approve non-substantive changes to the handbook. Any such changes must be in writing and must be signed by the City Manager. Where required, the City will comply with any meet and confer responsibilities. Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.



EMPLOYMENT STATUS

FULL-TIME EMPLOYEES

Regular full-time employees are those who are scheduled for 32-40 hours per week. Regular full-time employees are eligible for most employee benefits described in this handbook. Benefit eligibility may depend on length of continuous service. Benefit eligibility requirements may also be imposed by the insurance plans themselves, by the MOU, or by law.

PART-TIME EMPLOYEES

Regular part-time employees are those who are scheduled for fewer than 32 hours per week. Part-time employees may be eligible for reduced benefits.

TEMPORARY EMPLOYEES

Temporary employees are those employed for short-term assignments. Short-term assignments generally are periods of six months or fewer, but may be extended. Temporary employees are not eligible for employee benefits except those mandated by applicable law.

NEW HIRES

The first 6 months of continuous employment at the City is considered a probationary period. During this time, you will learn your responsibilities, get acquainted with fellow employees and determine whether or not you are satisfied with your job. Your supervisor will closely monitor your performance. During the probationary period, the employee may be dismissed from his/her position at any time without the right of appeal, grievance procedure, or hearing.

During the probationary period, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your assignment may change during your employment with a 10 day written notice to the employee prior to a permanent change of assignment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department. Your cooperation and assistance in performing such work is expected. The City reserves the right to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

City of Colfax - Employee Handbook

FILLING PERMANENT VACANCIES

In the case of represented classifications, when a vacancy occurs in a job assignment, the vacancy and duties of the position will be posted for at least ten calendar days. Employees holding career status in the classification allocated to that position may request to be assigned to fill the vacancy. The City will give first consideration to those employees making such requests before considering outside applications for the position. If more than one qualified employee requests to fill the vacancy the assignment shall be based on seniority as long as the senior employee has equal experience and capability and the City determines an equal disruption to the established work schedule.

ELIGIBILITY LIST

An eligibility list is a list of applicants for City employment or promotion who are qualified as a result of an examination process. Lists are maintained in accordance with the City's classification of jobs. An eligibility list will not be maintained longer than six months unless otherwise determined by the City Manager or designee.



COMPENSATION AND BENEFITS

WAGES

STANDARD WORK SCHEDULE

The standard work schedule consists of five eight-hour days. The City will notify new employees at the time of hire of the days they will work. For Public Works employees the workday will begin at 7:00 a.m. and end at 3:30 p.m., but is subject to change based on the City's needs. An unpaid meal break of 30 minutes will be taken each day unless another option is approved in writing by a supervisor. Two 15-minute paid breaks will be taken during the day and your supervisor will notify you of the time you should take your break.

For office (administrative) employees, the workday begins at 8:00 a.m. and ends at 5:00 p.m. with a 1 hour unpaid meal break. Two 15-minute paid breaks will be taken during the day and your supervisor will notify you of the time you should take your break.

If you work more than ten hours in a day, you will be provided a second, unpaid meal period of at least 30 minutes. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. There will be no control over your activities during your meal period. During your meal period, you are free to leave the premises and are free to come and go as you please. You are expected to return to work promptly at the end of any meal period.

HOLIDAY TIME

Paid holidays will be paid at the rate of 8 hours or regularly scheduled workday. A schedule of paid holidays is approved and distributed yearly.

City of Colfax - Employee Handbook

OVERTIME

Authorized time of non-exempt employees worked in excess of either (8) hours per day and forty (40) hours in one (1) week shall constitute overtime. Overtime shall be paid at the rate of pay of time and one half. The City may compensate for overtime by providing Compensatory Time Off (CTO) at the rate of time and one-half. Employees on paid status for vacation, CTO or sick time will not have such time count towards the 40-hour calculation. It is the policy of the City to keep overtime to a minimum consistent with the efficient operation of the City. Overtime must be authorized by the Department Head in advance. CTO will be capped at 80 hours.

The City will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a supervisor. The City provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01AM and ends at midnight 24 hours later. Workweeks begin each Saturday at 12:01AM. and ends at 12:00PM Friday, unless otherwise designated by the City.
- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay.
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay until the employee is released from work for an uninterrupted rest period of eight hours.
- Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

City of Colfax - Employee Handbook

ON-CALL STATUS (STANDBY)

Wastewater Treatment Plant and Public Works employees will be scheduled for On-Call status outside of their normal work hours and will receive \$2.50 for each hour of assigned On-Call time. As has been the established practice in the past, expected response time for an On-Call employee is 30 minutes. The City reserves the right to make exceptions to response time required for a call-out. Should an employee be called out, compensation for those hours worked outside of a normal eight-hour day or 40 hour week will be in accordance with the overtime/CTO policy.

ADVANCES

The City does not permit advances against paychecks or against vacation not yet accrued.

OUT OF CLASS PAY

When an employee is assigned to perform the significant duties of positions at a higher pay classification or supervisory level for more than five consecutive working days, the employee will be paid five percent out of class pay. Differential pay will be administered with the approval of the City Manager. Represented employees will be paid 5% out of class pay for the entire pay period in which out of class work is performed.

REPORTING-TIME PAY

The City will comply with all applicable regulations regarding reporting-time pay for nonexempt employees.

The City will pay a minimum of two hours of pay to employees who are required to report to work on a day other than their normally scheduled workday. When an employee is called to return to work after completion of their normal scheduled shift, they will be compensated a minimum of two hours at a rate of time and one half their normal rate of pay. Any work performed beyond the initial two hours shall also be compensated at time and one half for actual hours worked.

The City will not pay employees who report to work but are unable to work under the following circumstances:

- Interruption of work because of the failure of any or all public utilities.
- Interruption of work because of natural causes or other circumstances beyond the City's power to control.

EXPENSE ACCOUNTS

Employees who have incurred business expenses must submit required receipts and the Employee Reimbursement Form to Accounts Payable on a monthly basis.

If you have any questions about the City's expense reimbursement policy, contact the Finance Director.

Personal and/or vacation travel may be combined with business travel provided there is no additional cost to the City, and it meets with the approval of the City Manager. The City credit cards are not to be used for personal expenses.

PAYMENT OF WAGES

Paychecks are normally available at the City Hall office. If you observe an error on your check, please report it immediately to your supervisor.

All employees of the City are paid every other Tuesday for work performed during the previous two-week pay period. If a regular payday falls on a holiday, employees will be paid on Wednesday.

The City offers automatic payroll deposit. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from at City Hall) and return it to payroll at least 10 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, complete the form available at City Hall and return it to payroll at least 10 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than 10 days before the end of the pay period.

TIMEKEEPING REQUIREMENTS

All nonexempt employees are required to use a Time Sheet to record time worked for payroll purposes. All time worked must be accurately reported on your time record.

Exempt employees are also required to complete timecards to allocate time to projects as necessary and to account for paid leave time.

Employees must record their own time at the start and at the end of each work period.

Employees are not allowed to work off the clock. Working off the clock violates City policy. Any work performed before or after a regularly scheduled shift must be approved in advance by your supervisor. If you perform any off-the-clock work, please report the work to your supervisor.

Employees will be required to certify that their time record is accurate.

Any handwritten marks or changes on the timecard must be initialed by a supervisor. Any errors on your timecard should be reported immediately to your supervisor.



DEDUCTIONS FOR EXEMPT EMPLOYEES

Employees paid on a 'salary basis' regularly receive a predetermined amount of compensation each pay period. Subject to the exceptions listed below, exempt employees will receive full salary for any workweek in which they perform any work, regardless of the number of days or hours worked. If an exempt employee does not work for a workweek and that week is not covered by City benefits programs and policies (for example: vacation, administrative leave has been exhausted) the employee will not be paid.

No deductions from salary may be made for time when work is not available, provided the exempt employee is ready, willing, and able to work. Deductions from pay are permissible when an exempt employee:

- Is absent from work for one or more full days for personal reasons other than sickness or disability.
- Is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing full compensation for salary lost due to illness and the employee has exhausted his or her leave under this policy.
- Works less than a full week during the initial or final week of employment.
- For penalties imposed in good faith for infractions of safety rules of major significance.
- Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

Partial day deductions from available accrued vacation or sick leave balances will also be made by the City when applicable.

It is City policy to comply with these salary basis requirements. Therefore, the City prohibits all City managers from making any improper deductions from the salaries of exempt employees. The City wants employees to be aware of this policy and know that the City does not allow deductions that violate federal or state law.

If you believe that an improper deduction from your salary has been made, you should immediately report this information to your direct supervisor, or to the City Clerk or Finance Director. Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

City of Colfax - Employee Handbook

BENEFITS

BENEFITS OVERVIEW

Benefit eligibility may be dependent upon your employee classification (full-time versus part-time, or represented versus non-represented) and on length of continuous employment at the City. Benefit eligibility requirements may also be imposed by the benefit plans themselves.

BENEFITS ELIGIBILITY

Hours/Week	Status	Health	Retirement	Holidays	Sick	Vacation
40	Regular Full Time	Yes	Yes	Yes	Yes	Yes
32-40	Regular Full Time	Yes	Yes if >960hrs/yr	Scheduled Workday	Pro-rated	Pro-rated
20-32	Regular Part Time	No	Only if >960hr/yr	Scheduled Workday	Pro-rated	Pro-rated
<20	Part Time	No	No	No	Mandate	No
	Temporary	No	No	No	Mandate	No

Summary Plan Descriptions which describe the benefits in greater detail will be made available to you upon determination of your eligibility. For information regarding employee benefits and to answer any questions you may have, contact the City Clerk or Finance Director.

The City reserves the right to modify, amend or terminate benefits and to modify or amend benefit eligibility requirements at any time and for any reason, subject to any legal restrictions.

The City offers the following employee benefits:

- Health Insurance
- Dental Insurance
- Disability Insurance
- Retirement Plan provided through CalPERS
- Vision Insurance
- Life Insurance of \$15,000, paid by the City

City of Colfax - Employee Handbook

TRAINING

Some employees may need to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of the City or the individual employees. Attendance at such activities, whether required by the City or requested by individual employees, requires the written approval of the Department Head. To obtain approval, any employee wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance.

Attendance at any such event is subject to the following policies on reimbursement and compensation. For attendance at events required or authorized by the City, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, lodging, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed with the Department Head in advance.

Employee attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions generally may lead to improved job performance. While the City generally encourages all employees to improve their knowledge, job skills, and promotional qualifications, such activities do not qualify for reimbursement or compensation under this policy unless prior written approval is obtained as described previously.

TUITION REIMBURSEMENT

The City shall reimburse employees up to \$1,500.00 per fiscal year for tuition and book expenses for City approved college or university level courses. Only courses which relate to the employee's current position with the City or which would prepare the employee for advancement within their career field will be considered as eligible for tuition reimbursement. Reimbursement shall not be made until the employee submits documentation of expenses and successful completion of the course with a grade of B or better. In order to be eligible, an employee must submit a plan by May 1st for the upcoming fiscal year. Late requests may be approved at the discretion of the City Manager.

City of Colfax - Employee Handbook

VACATION

Employees are eligible to accrue:

Years of Service Completed	Vacation Days earned annually
0-2	10 days
3-4	12 days
5-9	15 days
10-19	20 days
Over 20	25 days

Active service commences with an employee's first day of work and continues thereafter unless broken by an absence without pay, a leave of absence, or termination of employment. Temporary employees do not accrue paid vacation.

No more than two years of earned vacation can be accrued.

Vacations shall be scheduled to provide adequate coverage of job responsibilities and staffing requirements. Vacation schedules must be coordinated and cleared with your supervisor preferably at least 5 days in advance. The City schedules determine permissible vacation periods, which employees may need to defer or otherwise adjust accordingly. Employees who have exceeded the cap but are denied vacation due to operational needs will be granted the right to exceed the cap until the vacation is granted.

An employee whose employment terminates will be paid for accrued unused vacation days.

Required Use of Vacation Before Unpaid Leave

You are required to take accrued and unused vacation before taking unpaid leave, or having unpaid absences. Family and Medical Leave (under both state and federal law) is included in this requirement, unless the absence is pregnancy-related or the leave is FMLA-related and you are receiving wage replacement through a disability benefit plan (regardless of whether the plan is employer-provided or mandatory under state or federal law, such as state disability insurance).

If you are absent for a reason that qualifies you for Paid Family Leave (PFL) or because of a disability that qualifies you for State Disability Insurance (SDI) benefits, contact the City Clerk to discuss coordination of your benefits.

City of Colfax - Employee Handbook

ADMINISTRATIVE LEAVE FOR EXEMPT EMPLOYEES

The City of Colfax has determined its executive employees are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). In recognition of work requirements in excess of the normal work schedule exempt employees accrue 80 hours of Administrative Leave during the calendar year. Exempt employees do not earn compensatory time off but may use administrative leave. Up to 40 hours of administrative leave may be carried over from one calendar year to another. However, at no point in time may an employee accumulate more than 120 hours of administrative leave. An exempt employee shall not be compensated, either during or upon separation of employment from the City for any accumulated administrative leave. Any present or future City employee rehired or reinstated by the City shall receive no credit for prior service in determination of Administrative Leave.

HOLIDAYS

The City observes the following paid holidays:

- January 1
- Martin Luther King Jr.'s Birthday
- Presidents' Day
- Memorial Day
- July 4th (Independence Day)
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- The Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- One "floating" holiday – coordinate with your supervisor for the date you apply this holiday – this holiday cannot carry over to the next calendar year
- Every day designated by the President, Governor or City Council as a holiday

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. The City may grant another day off in lieu of closing. Holiday observances will be announced in advance.

To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed. If a non-exempt employee is required to work on a paid scheduled holiday you will be compensated at one and one half times your regular rate of pay in addition to holiday pay: 2 ½ times hourly rate.

EMPLOYMENT STATUS CHANGES

DISCIPLINARY ACTION

The City has the right to suspend, demote, reduce in pay, or dismiss any employee of the City, or take any other disciplinary action deemed appropriate under the circumstances. This provision does not apply to non-disciplinary separation from employment including, but not limited to, layoff. Employees covered by an applicable MOU shall be subject to discipline pursuant to the procedures outlined in the MOU.

PROBATIONARY EMPLOYEES

Probationary employees are subject to release without cause pursuant to the provisions of this Handbook.

TYPES OF DISCIPLINE

The following types of discipline may be imposed on a City employee, in accordance with this provision. Prior discipline may be considered in determining the appropriate level of discipline.

1. Suspension: The City may suspend an employee at any time for cause for a period not to exceed thirty (30) working days in any fiscal year.
2. Demotion: The City may demote an employee whose ability to perform the required duties of his/her position fall below standard or for disciplinary purposes. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications.
3. Reduction in Salary: The City Manager may reduce the salary level of an employee whose ability to perform the required duties of his/her position falls below standard, or for disciplinary purposes. Any salary reduction shall be within the minimum and maximum salary range for the position.
4. Discharge: An employee may be discharged for cause at any time by the City Manager.

City of Colfax - Employee Handbook

5. Other Discipline: The City may impose other forms of discipline that do not result in the reduction of compensation of the employee or the loss of job rights. These forms of discipline include, but are not limited to, counseling, written or oral warning, or written or oral reprimand. Written reprimands shall be placed in the employee's personnel file, and the employee shall have the right to attach a written response to the written reprimand.

CAUSE FOR DISCIPLINE:

Disciplinary action up to and including termination may be taken for any of the following:

1. Unauthorized absence.
2. Excessive absenteeism or tardiness, or abuse of leave privileges.
3. The commission or conviction of any felony or any other crime involving moral turpitude.
4. Disorderly conduct.
5. Incompetence or inefficiency.
6. Insubordination.
7. Dishonesty.
8. Falsification of city records, including, but not limited to, time cards.
9. Theft.
10. Intoxication while on duty or on standby.
11. Neglect of duty.
12. Willful or negligent damage to public property or misuse or waste of public supplies or equipment.
13. Working overtime without authorization.
14. Failure to maintain a required license or certificate which is a condition of employment.
15. Discourteous treatment of the public, city elected officials, city employees, or city volunteers.
16. Violation of any of the provisions of the ordinances of the city, these rules, any provision of the employee handbook, or other rules promulgated by the City Manager as administrative orders.

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DISCIPLINARY PROCEDURE FOR EMPLOYEES WHO HAVE PASSED
PROBATION

1. The employee shall be given written notice of the proposed disciplinary action. Such written notice shall include:
 - a. A description of the proposed disciplinary action to be taken.
 - b. A statement of the causes for the disciplinary action.
 - c. A statement of the facts upon which the disciplinary action is based.
 - d. A statement informing the employee of his/her appeal rights.
 - e. Notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed.

The notice shall be personally delivered or sent by certified mail, return receipt.

2. The employee shall be provided a copy of all documents or materials upon which the disciplinary action is based.
3. The employee has the right to respond, either orally or in writing (at the option of the employee), to the authority initially imposing discipline within ten calendar days of receipt of the notice described in item 1. After the employee has provided a response, the authority imposing the discipline will issue a decision whether to uphold, modify, or reject the proposed disciplinary action. The employee's failure to respond within ten calendar days shall constitute a waiver of the right to respond.
4. An employee who has been subject to suspension, demotion, reduction in salary, or discharge is entitled to an appeal, as follows:
 - a. The employee may request a hearing before the City Manager. In order to make this request, the employee must make a written request for hearing to the City Manager within ten calendar days of the date of the decision in the procedure in item 3. An employee's failure to make this written request within ten calendar days shall result in a waiver of the employee's right to appeal, and the discipline will become effective.
 - b. The appeal hearing shall be scheduled on a mutually agreeable date, based on the availability of the City Manager and the employee and his/her representative.
 - c. Hearings conducted pursuant to this section shall be informal in nature. The rules of evidence applicable to court proceedings need not be followed.
 - d. Both the employee and the City shall have the right to call and cross-examine witnesses and present documentary evidence.
 - e. Failure of the employee to appear at the hearing shall be deemed a withdrawal of his/her appeal and a waiver of the right to a hearing.

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- f. The City Manager shall issue a written decision regarding the appeal within thirty working days of the date of the hearing. The decision of the City Manager shall be final and binding on all parties.
- g. The right to appeal does not apply to counseling, oral or written warnings or reprimands, or any other action that does not result in a loss of compensation by the employee.

REPRESENTATION:

An aggrieved employee may be represented by any person or organization of his/her choice at any stage of the proceedings.

REDUCTIONS IN FORCE

Under some circumstances, the City may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes necessary, the City will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

For represented employees, the principles of City seniority shall apply in situations of layoff. Due to the small size of the City workforce, strict application of seniority rules may be relaxed with respect to represented employees on a case-by-case basis after conferring with the Union if the City can demonstrate a specific need to vary from seniority basis. Layoff procedures for represented employees are listed in detail in the MOU agreement.

In determining which employees will be subject to layoff, the City will take into account, among other things, operation and requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the employee's length of service.

VOLUNTARY RESIGNATION/RETIREMENT

Voluntary resignation results when an employee voluntarily quits his or her employment. All City-owned property, including vehicles, keys, uniforms, identification badges, cell phones, and credit cards must be returned immediately upon termination of employment.

Employees nearing retirement should contact CalPERS directly to confirm eligibility and to obtain information regarding the retirement process. Please coordinate with the City Clerk about your retirement plans to ensure appropriate workforce succession.

GENERAL EMPLOYMENT GUIDELINES

WORKERS' COMPENSATION

The City, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax free, to replace lost wages;
- Assistance to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to your supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written *Employee's Claim for Workers' Compensation Benefits* (DWC Form 1) and return it to the City Clerk or Finance Director;
- Provide the City with a certification from your approved health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the City's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, the City's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act.

The law requires the City to notify the workers' compensation insurance of any concerns of false or fraudulent claims.

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CITY-PROVIDED PHYSICIAN

The City provides medical treatment for work-related injuries through a medical provider network, Sutter Health, which the City has chosen to provide medical care to injured employees because of their experience in treating work-related injuries.

WORKERS' COMPENSATION AND FMLA/CFRA

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under state and federal law (Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA)), will be placed on FMLA/CFRA during the time they are disabled and not released to return to work. The leave under these laws runs concurrently, and eligible employees will be on FMLA/CFRA for a maximum of 12 weeks in a 12-month period starting from date leave is first taken.

EMPLOYMENT OF RELATIVES

Relatives of employees may be eligible for employment with the City only if individuals involved do not work in a direct supervisory relationship. The City defines "relatives" as spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Present employees who marry or become registered domestic partners will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another.

NAMES AND ADDRESSES POLICY

The City is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the City in the event of a name or address change.

OPEN-DOOR POLICY

Suggestions for improving the City are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your complaints, questions, and suggestions also are of concern to the City.

If you have a complaint, suggestion or question, speak with your immediate supervisor as soon as possible. If you are not comfortable speaking to your immediate supervisor, please bring the issue to the City Manager or any other member of management.

Moreover, if you have raised the issue and if the problem persists, you may present it to your supervisor, who will investigate and provide a solution or explanation.

If the problem is not resolved, you may also present the problem to the City Manager, who will attempt to reach a final resolution.

While a written complaint will assist us in investigating your concerns, it is not required that you put your complaint in writing. If you need assistance with your complaint, or you prefer to make a complaint in person, contact the City Clerk.

This procedure, which we believe is important for both you and the City, cannot guarantee that every problem will be resolved to your satisfaction. The City values your observations and you should feel free to raise issues of concern without the fear of retaliation.

HARASSMENT DISCRIMINATION AND RETALIATION PREVENTION

The City is an equal opportunity employer. The City is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, race, religion (including religious dress and grooming practices), color, gender (including gender identity, gender expression and transgender), national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code section 12801.9), ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by federal, state or local law or ordinance or regulation. It also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

HARASSMENT PREVENTION

The City's policy prohibiting harassment applies to all persons involved in the operation of the City. The City prohibits harassment, disrespectful, or unprofessional conduct by any employee of the City, including supervisors, managers and co-workers. The City's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts or messages.
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis.
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors.
- Retaliation for reporting or threatening to report harassment.

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- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by City policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category.

INTIMIDATING OR HARASSING BEHAVIOR

Threats or other conduct which in any way create a hostile environment, impair agency operation; or frighten, alarm, or inhibit others are prohibited. Psychological intimidation or harassment includes making statements which are false, malicious, disparaging, or derogatory, rude, disrespectful, abusive, obnoxious, insubordinate, or which have the intent to hurt others' reputations.

In addition, the City prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations. All such conduct violates City policy.

NON-DISCRIMINATION

The City is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in City operations. The City prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee of the City, including supervisors and coworkers.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages.

ANTI-RETALIATION

The City will not retaliate against you for filing a complaint or participating in any workplace investigation or complaint process, and will not tolerate or permit retaliation by management, employees or co-workers.

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REASONABLE ACCOMMODATION

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the City will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the City Clerk and discuss the need for an accommodation. The City will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact the City Clerk and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the City will make the accommodation.

The City will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

COMPLAINT PROCESS

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, bring your complaint to your supervisor, any other City supervisor, the City Manager, City Attorney, or Finance Director as soon as possible after the incident. You can bring your complaint to any of these individuals. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the City Clerk. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

The City encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in

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employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at www.dfeh.ca.gov and www.eeoc.gov.

Supervisors must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to the City Manager so the City can try to resolve the complaint.

When the City receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. The City will reach reasonable conclusions based on the evidence collected.

The City will maintain confidentiality to the extent possible. The City cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner.
- Kept confidential to the extent possible.
- Investigated impartially by qualified personnel in a timely manner.
- Documented and tracked for reasonable progress.
- Given appropriate options for remedial action and resolution.
- Closed in a timely manner.

If the City determines that harassment, discrimination, retaliation or other prohibited conduct has occurred appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The City also will take appropriate action to deter future misconduct. Any employee determined by the City to be responsible for harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

WHISTLEBLOWER POLICY

POLICY

It is critical that the City foster and maintain a workplace with a high ethical standard of conduct in all activities and conduct its business in a fair, effective, efficient, and transparent manner. Further, the City must protect its assets and resources from fraudulent, illegal, and dishonest activities by protecting its assets and resources, by maintaining effective internal controls, and by identifying and investigating any possibility of fraud or other improper activities. To this end, this Whistleblower Policy ("Policy") establishes procedures for City employees and the Colfax community to report alleged illegal, fraudulent, and/or improper activity by City employees and to assure that such reports do not result in retaliation by the City.

Community members and City employees are encouraged to report good faith suspicions of misconduct by City employees and any misuse of City property or resources. Any City employee who makes such a good faith report is protected against adverse employment actions by the City for raising such allegations, and shall not suffer any reprisals or retaliation by the City for making the report, whether or not the allegations are sustained. The whistleblower must exercise sound judgment to avoid baseless allegations. The intentional filing of a false report is itself considered an improper governmental activity which the City has the right to act upon.

PROHIBITED ACTIVITIES

Report information related to the following prohibited activities, which is not limited to:

- Violation of any law, regulation, ordinance.
- Conflict of interest.
- Fraud, waste, or misuse of City property, resources, or time.
- Abuse of authority.
- Creation of a specific and substantial danger to public health or safety by failing to perform duties required by the City position held.
- Theft, misuse of, or misappropriation of City resources, property, information, assets or funds, or an attempt to do any of the same.
- Intentional falsification of records (including failure to disclose material facts or making of false or misleading entries or statements with the intent to deceive on any City document or other official document, report, or form, including but not limited to, City financial records and environmental regulatory reporting), or the willful and unauthorized destruction and/or mutilation of any City document or other official document, report, or form, including City financial records.

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- Intentionally submitting false claims for payment or reimbursement.
- Knowingly submitting and/or signing a timesheet that contains false information.
- Forgery or intentional unauthorized alteration of a City document or other official document, application, report, or form, including but not limited to, City financial documents.
- Improprieties in the handling or reporting of financial transactions for the City.
- Authorizing or receiving payment by the City for goods not received or services not performed.
- Computer-related activity involving unauthorized alteration, destruction of data, forgery, or manipulation of data or misappropriation of City-owned software.

RETALIATION PROHIBITED:

No City officer or employee shall use or threaten to use any official authority to influence, restrain, or prevent any other person who is acting in good faith and upon a reasonable good faith belief as a whistleblower. No City officer or employee shall use or threaten to use any official authority or influence to cause any adverse employment action (including discharge, demotion, suspension, harassment, or other forms of discrimination) as retaliation against a City officer or employee who acts as a whistleblower in good faith and with reasonable belief improper conduct has occurred. This Policy does not prohibit the City from taking an adverse action for legitimate or non-discriminatory reasons due to a mere causal connection to the protected Whistleblower activity. Such legitimate or non-discriminatory actions may include discipline for a legal cause or refusing to hire/promote/transfer or to take any other legitimate personnel action based on inadequate qualifications or poor performance reviews.

Investigation of Complaints: Depending upon on the nature of the complaint, the City Manager or her/his designee will investigate the complaint to determine if misconduct and/or violation of this Policy has occurred. To the extent permitted by personnel privacy laws, the City Manager or her/his designee will meet with the complainant to discuss the findings of the investigation and will use best efforts to ensure timely resolution of the matter.

Penalties: Any City officer or employee who violates this Policy shall be subject to discipline, up to and including dismissal. Under Section 8547.8 of the Government Code, any officer, manager, or supervisor who violates this Policy with malicious intent may be subject to a fine not to exceed \$10,000 and imprisonment in county jail for up to a period of one year. In addition to all penalties provided by law, any local officer, manager, or supervisor who has been found by a court to have violated this Policy and the State law under which it is promulgated may be individually liable for damages in an action brought against him or her by the injured employee.

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PROCEDURES

When to report: A complaint filed under this Policy should be filed within 45 days of the date of the act or event which is subject of the complaint.

Whom to report to: If a City employee is making the report, all reports should first be made to the employee's supervisor, unless the report involves alleged misconduct of the supervisor. If the complaint is not against the supervisor, and action is within the supervisor's authority, the supervisor should take all actions necessary to curtail the behavior and determine the appropriate consequences and then inform the City Manager. If the action is not within the supervisor's authority, the supervisor should immediately report the matter to the City Manager.

If a City employee is making the report that involves alleged misconduct of her/his supervisor, the employee should report the matter directly to the Finance Director, the City Attorney, or the City Manager.

If someone other than a City employee is making the report, the report should be made to the Finance Director, the City Attorney, or the City Manager who will then follow up on the matter.

Although every effort will be made to protect the anonymity of the whistleblower, there may be situations where anonymity cannot be guaranteed.

How to Report: Use of the "Whistleblower Complaint Form" is desirable (located on the City website "Complaint Handling Process"; or in City Hall; see attached form). Submit the form to one of the following:

whistleblower@colfax-ca.gov ;

or mail to:

City of Colfax
Attention: Whistleblower Program
PO Box 702
Colfax, CA 95713.

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WHISTLEBLOWER COMPLAINT FORM**Instructions:**

Complete this form and return it to a supervisor, the Finance Director, or the City Manager. This is a confidential format to report any wrongdoing; if your report results in criminal prosecution, you may be called upon to testify and confidentiality may not be maintained.

Name (Optional): _____

Address (Optional): _____

Are you a City of Colfax employee? Yes No

If yes, what is your position or relationship to the City (Optional)? _____

Work Phone (Optional): _____

Home/Cell Phone (Optional): _____

1. Identify the person or persons against whom your allegations are made.

2. Describe the nature of your complaint, the incident(s) or event(s), date(s), time(s), and place(s). Attach additional pages to this complaint if necessary.

3. Identify others who may have observed or witnessed the incident(s) that you described.

4. Do you have any documents that support your allegation? (Please list and attach copies).

Submit the completed form to one of the following:

Whistleblower@colfax-ca.gov or mail to:

City of Colfax

Attention Whistleblower Program

PO Box 702

Colfax, CA 95713

PERFORMANCE EVALUATIONS

Each employee will receive annual performance reviews conducted by his or her supervisor. Performance evaluations will take place within 30 days of your salary anniversary date. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Merit increase approvals will only be implemented after the employee has received a satisfactory or better rating justifying such an increase. Employees who receive late evaluations that are satisfactory or above shall receive retroactive pay back to their salary anniversary date.

You will have the opportunity to discuss your performance with your supervisor. You will be encouraged to comment about your work performance in a written statement attached to the appraisal. After the review, you will sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents. You will receive a copy of the evaluation and the original will be placed in your personnel file.

PERSONNEL RECORDS

The City maintains a personnel file for each City employee with the title of position held, department, salary, changes in employment status, and other pertinent information. The file also includes performance evaluations, educational records, and letters of recommendation and discipline. The City shall furnish copies of evaluations and reprimands to the employee prior to placement of such documents in their personnel file. Personnel files may only be accessed by the City Clerk, City Manager, Finance Director, and the employee's Department Head. The contents of your personnel file are available in the City Clerk's office for your review with sufficient notice to the City Clerk. You may request one copy of any document in your file at no cost. Subsequent copies can be obtained at the copy fee established in the City Fee Schedule.

If you wish to have information other than title of position held, department, salary, and changes in employment status regarding your work history released to prospective employers, creditors, or others, you must file a written authorization with the City Clerk.

CITY PROPERTY

TECHNOLOGY POLICY

Employees are expected to use electronic communication devices legally, ethically and in an appropriate manner that best represents the City of Colfax. The City of Colfax's policies against sexual or other harassment apply fully to all electronic communications systems, and any violation of those policies is grounds for discipline including discharge. In addition, employees are prohibited from sending, receiving, displaying, printing, or otherwise disseminating material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful, inappropriate, offensive, or disruptive to City activities. Employees are also prohibited from downloading such material from the internet or displaying or storing such material in the City's computers or servers. Employees encountering or receiving this kind of material should immediately report the incident to their supervisor, City Clerk, or the City Manager. Employees are expected to remain respectful of the City, its managers and employees, and the public in any electronic communications. Violations of any of these provisions may result in disciplinary action including discharge.

Use of City Property, Equipment, and Technology

Employees understand that they do not have a reasonable expectation of privacy in their use of City property/equipment or technology. Individuals utilizing property, equipment including vehicles, office space, cubicles, desks, building access cards, computers, e-mail, internet, telephones, cell phones, and voicemail systems expressly consent to monitoring of their activities for business needs. Employees should not use any City property or equipment (including vehicles and technology) for their personal use, except when it is reasonable so as not to interfere with the performance of job duties or does not violate other City policies. Employees are responsible for the condition and care of City equipment. Careless use of City property, equipment, vehicles and technology which results in loss, damage or any other violation of policy or procedure may result in disciplinary action including termination.

Telephones and Cell Phones

The City recognizes that employees will occasionally need to place and receive personal phone calls or text messages during the workday. In all cases, personal calls and text messages should be minimal and appropriate so as not to interfere with the performance of duties. The City may review usage of City-issued cell phones for calls and text messages made during working hours, to determine if the employee's personal use is excessive. Excessive personal use of City cell phones may result in

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reimbursement of charges to the City and/or disciplinary action.

Employees are not permitted to make personal international telephone calls using City telephones or cell phones, except in emergencies. Employees may place personal international calls if they use their personal calling card, or call collect.

Employees with cell phones must not use their phones while driving on City business without proper hands-free technology. Safety must come before all other concerns. Regardless of the circumstances, if hands-free options are not available employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. This prohibition includes any use of the cell phone or other wireless communications device, such as answering or placing calls, engaging in conversations, texting, web browsing or using any smart phone application while driving. Writing, sending, or reading text-based communication - including text messaging, instant messaging, e-mail, web browsing and use of smart phone applications - on a wireless device or cell phone while driving is also prohibited under this policy.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

If your job requires that you keep your cell phone or other wireless communication device turned on while you are driving, you must use a hands-free, voice-operated device at all times.

Employees Under Age 18

A person under the age of 18 years is prohibited from driving a motor vehicle while using a wireless telephone, even if equipped with a hands-free device, or while using a mobile service device. The prohibition would not apply to such a person using a wireless telephone or a mobile service device for emergency purposes. You must safely pull off the road before conducting City business.

Protection of the City's Electronic Information

For purposes of these policies, the following definitions apply: "Computers" are defined as desktop computers, laptops, smart phones, tablets, phablets, and servers.

The City uses various forms of "electronic communication." "Electronic communication" includes e-mail, text messaging, fax machines, and online services.

"Electronic information" is any information created by an employee using computers or any means of electronic communication.

The following general policies apply:

- Computers and all data transmitted through the City servers are City property owned by the City for the purpose of conducting City business. These items

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must be maintained according to the City's rules and regulations. Computers must be kept clean and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any City property may be removed from the premises.

- All electronic communications also remain the sole property of the City and are to be used for City business. For example, email communications are considered City records.
- Electronic information created by an employee using any computer or any means of electronic communication is also the property of the City and remains the property of the City.
- Information stored in City computers and servers is the property of the City and may not be distributed outside the City in any form whatsoever without the expressed permission of the City Clerk or City Manager.
- Violation of any of the provisions of this policy, whether intentional or not, may subject City employees to disciplinary action, up to and including termination.

Monitoring of City Property

The City reserves the right to inspect all City property to ensure compliance with its rules and regulations without notice to the employee and at any time and not necessarily in the employee's presence. The City computers, all electronic communications, and electronic information are subject to monitoring and no one should expect privacy regarding such use. The City reserves the right to access, review and monitor electronic files, information, messages, text messages, e-mail, internet history, and other digital archives and to access, review and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of City policy or any law occurs. E-mail may be monitored by the City and there is no expectation of privacy. Assume that e-mail may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as "private."

Employee passwords may be used for purposes of security but the use of a password does not affect the City's ownership of the electronic information or ability to monitor the information. The City may override an employee's password for any reason.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by City management.

Computer and Internet Use

The City provides computers, electronic communications, electronic information, and information technology resources to its employees to help them do their job. Generally, these City resources should be used for business related purposes. The City recognizes that occasional personal use of these City resources and property may

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occur during work time. The City allows such occasional personal use as long as the usage does not interfere with the employee's work performance, take away from work time, consume supplies, slow other users, slow the servers or computer systems, or violate any City policy, including policies against harassment, discrimination and disclosure of confidential or trade secret information.

This policy is not intended to limit the ability of employees to use City email systems to communicate with other employees regarding the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors or staffing.

All policies relating to monitoring usage of City property apply. The City reserves the right to adjust this policy on a case by case basis as it deems appropriate.

Social Media

The City uses social media in limited circumstances for defined business purposes. Social media is a set of internet tools that aid in the facilitation of interaction between people online. If you have specific questions about which programs the City deems to be social media, consult with the City Manager.

Use of internet based social networks such as Facebook, or Twitter (this is not meant to be an exhaustive list) may be used in furtherance of City goals. Only authorized individuals are allowed to speak/write in the name of the City using the social media tools of the City. The City Manager will authorize you in writing if you can use these City social media tools to perform your job duties. Authorized individuals using the City social media tools shall identify themselves honestly, accurately and completely and comply with all City policies in using this media.

Your authorization is limited to business purposes and personal use of these City social media tools or programs is prohibited and can result in discipline up to and including termination. All policies relating to monitoring usage of City property apply.

Nothing in the City social media policy is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment.

Employee-owned Devices

The City recognizes that occasional use of the employee's own computers (including hand held devices) and electronic communications may occur during work time. The City allows such occasional personal use as long as the usage does not interfere with the employee's work performance, take away from work time or violate any City policy. All other City policies, including the City's no tolerance for discrimination, harassment or retaliation in the workplace apply. The City reserves the right to adjust this policy on a

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case by case basis as it deems appropriate.

The City does not have the right to search employee personal cell phones. Note, however, employee correspondence related to City business is subject to the Public Records Act even if it is created and sent on personal devices and email accounts.

HOUSEKEEPING

All employees are expected to keep their work areas clean and organized. Employees using common areas such as lunch rooms, locker rooms, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

SMOKING

Smoking is prohibited in the workplace including City buildings, City worksites, City vehicles, and public parks unless in a designated smoke area. The smoking prohibition applies to all smoking devices, including, but not limited to, the use of electronic smoking devices, such as electronic cigarettes, pipes, hookahs, and vaping devices.

SOLICITATION AND DISTRIBUTION OF LITERATURE

In order to ensure efficient operation of the City's business and to prevent disruption to employees, solicitation and distribution of literature on City property is limited. Any employee who is in doubt concerning the application of this policy should consult with his or her supervisor.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.

In general, non-employees will not be permitted to solicit or to distribute written material for any purpose on City property. Representatives of the Union may post organizational notices or informational literature for represented employees on City bulletin boards. Non-profit organizations may post notices on the City Hall public bulletin board with the approval of the City Clerk.

EMPLOYEE CONDUCT

CONFIDENTIAL INFORMATION

Each employee is responsible for safeguarding confidential information obtained during employment. In the course of your work, you may have access to protected or confidential information regarding City business (such as financial data, development plans or strategies, suppliers, business partners or customers). You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties or as required by law.

Access to, or disclosure of, confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by the City.

This policy does not prohibit employees from disclosing confidential information to federal, state and local government officials, or to an attorney, when done to report or investigate a suspected violation of the law. Employees may also disclose the information in certain court proceedings if specific procedures to protect the information are followed. Nothing in this policy is intended to conflict with 18 U.S.C. § sec. 1833(b) or create liability for disclosures that are expressly allowed by 18 U.S.C. § sec. 1833(b).

Most City documents are subject to the Public Records Act. Requests for documents must be submitted through the City Clerk to ensure proper logging of and response to such requests for information.

CONFLICTS OF INTEREST

In compliance with CA Government Code sections 1090(conflicts of interest), 1126(incompatible activities) and 87100 et seq. (Political Reform Act), all employees must avoid situations involving actual conflict of interest. California Codes are available online.

Personal or romantic involvement with a supplier, City contractor, or subordinate employee of the City, which impairs an employee's ability to exercise good judgment on behalf of the City, can create an actual conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about

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whether an actual conflict exists. If an actual conflict is determined, the City may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

DRESS CODES AND OTHER PERSONAL STANDARDS

Each employee is a representative of the City in the eyes of the public and must report to work in attire appropriate for the assigned duties. Clothing should be neat, clean and tasteful. Avoid clothing that can create a safety hazard. Department managers may issue more specific guidelines. For safety reasons, tank or halter tops, and flip-flops are not permitted for any employees. All clothing should be clean and without rips or holes.

All employees required to wear uniforms provided by the City must take care of their uniforms and report any wear or damage to their supervisors. Instructions regarding cleaning and maintenance of uniforms will be provided. Supervisors will inform you of additional requirements regarding acceptable attire. Certain employees may be required to wear safety equipment or clothing. Any deviations from these guidelines must be approved by your supervisor.

Any employee when working on, in or near any public street, is required to wear bright clothing with reflective patches, commonly referred to as personal protective equipment (PPE). PPE will be supplied to each employee who requires it as a function of their job duties. It is the employee's responsibility to determine when PPE is required. Contact your supervisor if your PPE is not available prior to commencing any duty which requires PPE's.

Employees who need a reasonable accommodation because of religious beliefs, observances or practices should contact the City Clerk and discuss the need for accommodation.

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DRUG AND ALCOHOL ABUSE

The City is concerned about the use of alcohol, marijuana, illegal drugs or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and seriously impair City operations. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the City to the risks of property loss or damage, or injury to other persons.

The following rules and standards of conduct apply to all employees while on City property, at work, or working on City business. The following are strictly prohibited by City policy:

- Being under the influence of or impaired by an illegal or controlled substance, alcohol, or marijuana while on the job, on standby or when acting on the City's behalf.
- Using or possessing illegal or controlled substances, alcohol or marijuana while on the job (including the illegal use of prescription drugs and possessing drug paraphernalia)
- Distributing, selling, or purchasing of an illegal or controlled substance, alcohol or marijuana while on the job.

Violation of these rules and standards of conduct will not be tolerated. The City also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, the City reserves the right to conduct searches of City property, and to implement other measures necessary to deter and detect abuse of this policy, including random drug screening.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off City property will not be tolerated because such conduct, even though off duty, reflects adversely on the City. In addition, the City must keep people who sell or possess controlled substances off City premises in order to keep the controlled substances themselves off the premises.

The City will encourage and reasonably accommodate employees with alcohol, marijuana or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The City is not obligated to continue to employ any person whose performance of essential job duties is impaired because of drug, alcohol or marijuana use. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be reemployed or be given a second opportunity to seek treatment and/or rehabilitation.

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This policy on treatment and rehabilitation is not intended to affect the City's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Employees are expected to use common sense with the authorized use of prescription medications. Employees must not operate equipment or vehicles while under the influence of medications which may alter the ability to perform correctly and safely.

NEWS MEDIA CONTACTS

Employees may be approached for interviews or comments by the news media. Only those persons designated by the City Manager may comment to news reporters on City policy or events relevant to the City.

OFF-DUTY CONDUCT

While the City does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may reflect negatively on the City image.

Off-duty conduct by an employee that directly conflicts with the City's image or disrupts operations will not be tolerated. Consult with your supervisor for clarification about what constitutes inappropriate behavior.

POLITICAL ACTIVITY

Many employees participate in political activities on their own time. City time, facilities, property or equipment (including all computers, networks, and electronic equipment) must not be used for an employee's outside political activities. The City will not reimburse any employee for political contributions, and employees should not attempt to receive or facilitate such reimbursements.

Absent a formal statement by the City announcing any political endorsements, employees must not, through their own actions, speech, contributions, or written communication, mislead others to believe that the City officially endorses or opposes any candidates for political office that the City itself has not publicly announced. City employees are entitled to their own personal position.

The City will not discriminate against employees based on their lawful political activity engaged in outside of work. Employees who are also City residents may contact any/all Councilmembers on any item related to City business.

PROHIBITED CONDUCT

Employees are expected to conduct themselves in a manner to further the City's objectives. The following conduct is prohibited and will not be tolerated. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and City operations also may be prohibited and will result in disciplinary action up to and including termination.

- Falsifying employment records, employment information, or other City records.
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily.
- Recording the work time of another employee or allowing another employee to record your work time. Falsifying any time card.
- Theft and deliberate or careless damage or destruction of any City property, or the property of any employee or customer.
- Removing or borrowing City property without prior authorization.
- Unauthorized use or misuse of City equipment, time, materials, or facilities.
- Provoking a fight or fighting during working hours or on City property.
- Participating in horseplay or practical jokes on City time or on City premises.
- Carrying firearms or any other dangerous weapons without a valid Concealed Carry Weapon permit on City premises.
- Engaging in criminal conduct whether or not related to job performance.
- Causing, creating or participating in a disruption of any kind during working hours on City property.
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
- Using abusive, threatening or intimidating language at any time on City premises.
- Violation of City punctuality and attendance policies. Absences protected by state or federal law do not count as violations of this policy. Protected paid sick time under California law does not count as a violation of this policy.
- Failing to obtain permission to leave work for any reason during normal working hours, not including meal periods or breaks.
- Failing to observe working schedules, including rest and lunch periods.
- Sleeping or malingering on the job.
- Working overtime without authorization or refusing to work assigned overtime.
- Violation of dress standards.
- Violating any safety, health, security or City policy, rule, procedure or violation of the City's drug and alcohol policy.
- Committing a fraudulent act or a breach of trust under any circumstances.

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- Violating the City's anti-harassment or equal employment opportunity policies.
- Failing to promptly report work-related injury or illness.
- Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment.
- Violation of the City's or a department's confidentiality policies, or disclosure of confidential City information to any unauthorized person or entity.
- Mishandling or gift of public funds.
- Discourteous, non-cooperative or offensive treatment of the public, City elected officials, City employees, or volunteers.
- Failure to cooperate in an inquiry or investigation of an alleged violation of City rules.
- Failure to maintain a current license or certificate as a condition of employment.
- Improper political activity as defined by state law.
- Any conduct that impairs, disrupts, or causes discredit to the City, to the public service, or other employee's employment.

Note to Represented Employees: The list of inappropriate activities which are cause for disciplinary action in the MOU supersedes this list.

PUNCTUALITY AND ATTENDANCE

As an employee, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, your assigned work must be performed by others.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized City business. Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

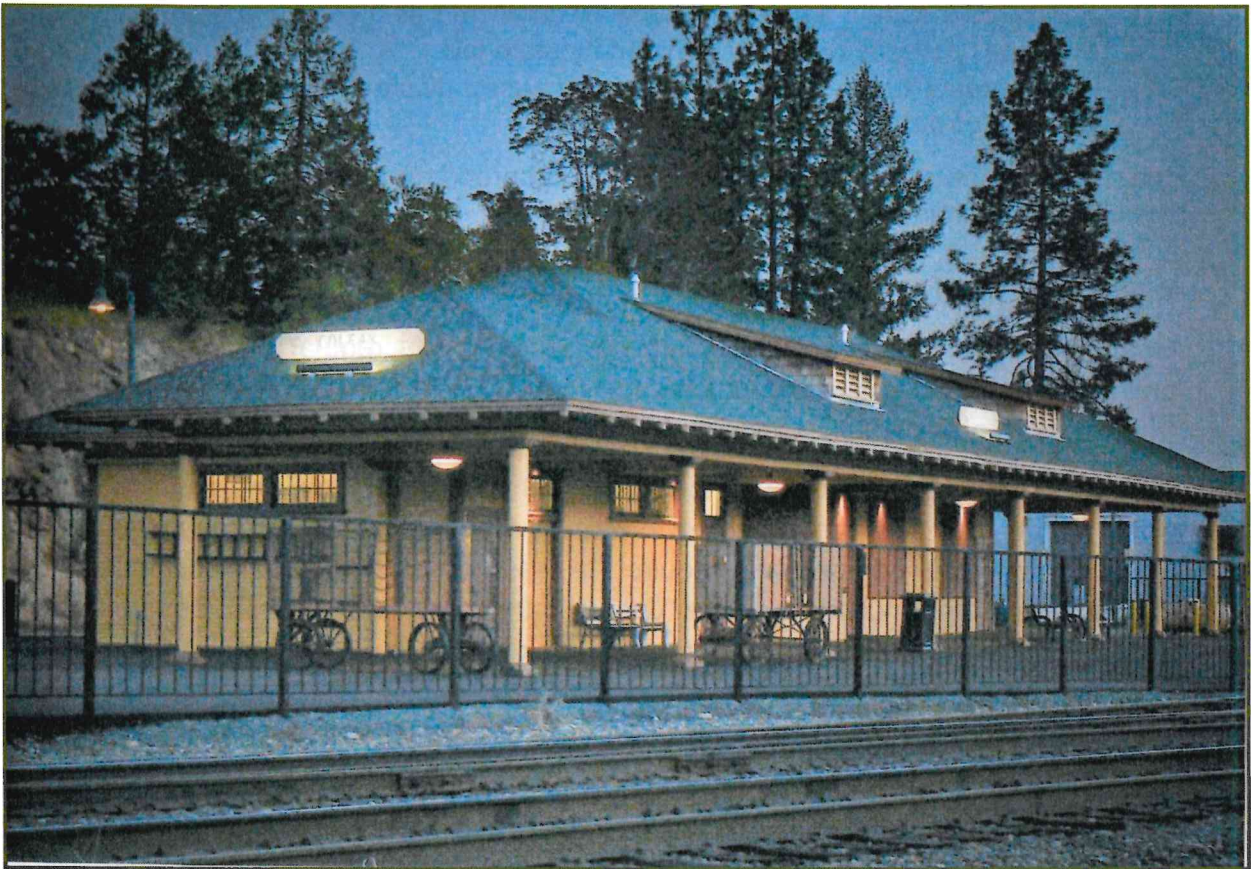
If you are unable to report for work on any particular day, you must provide reasonable advance notice (30 minutes) to your supervisor before the time you are scheduled to begin working for that day. You must inform your supervisor of the expected duration of any absence. If you fail to provide reasonable advance notice before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. If the circumstances for your tardiness or absence were unforeseen, inform your supervisor as soon as practicable of the reason for the tardiness or absenteeism.

Excessive absenteeism or tardiness, providing false information or abuse of leave laws will not be tolerated.

Absences protected by local, state and federal law do not count as a violation of the punctuality and attendance policy and will not be counted toward discipline.

RIGHT TO ORGANIZE

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer – employee relations. Employees of the City shall also have the right to refuse to join or participate in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of his exercise of these rights.



SAFETY AND HEALTH

EMPLOYEES WHO ARE REQUIRED TO DRIVE

Employees whose job duties require them to drive a City vehicle or their own vehicles for City business will be required to show proof of current valid driving licenses and proof of insurability under the City's policy or current effective insurance coverage before the first day of employment.

The City participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who are required to drive as part of their job.

If an employee is required to drive as part of his or her job, the City retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is suspended or revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the City's policy.

Employees who drive their own vehicles on City business will be reimbursed at the rate of Federal Rate per mile.

Driver's License Renewal for represented employees: The City agrees that employees who are required as a condition of continued employment to maintain a valid California driver's license shall be granted up to three (3) hours paid time off for the purpose of completing the required Department of Motor Vehicle written exams.

ERGONOMICS

The City is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The City will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. The City encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

The City believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If you have any questions about ergonomics, please contact the Technical Services Manager.

HEALTH AND SAFETY

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your supervisor or to the City Clerk. In compliance with California law, and to promote the concept of a safe workplace, the City maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the City Clerk's office.

In compliance with California Proposition 65, the City will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

HEAT ILLNESS

The City is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All supervisors are trained in the recognition and prevention of heat illness. Employees who work outside are encouraged to frequently drink water. Employees who work outside are also allowed and encouraged to take a cool-down rest in the shade of at least five minutes (in addition to the time needed to access the shade) when needed to protect themselves from overheating. These preventative cool-down rests are paid time.

Please refer to the City's Injury Illness and Prevention Program or talk to your supervisor for details on how to ensure you are protected from heat illness dangers.

WORKPLACE VIOLENCE

The City has zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination.

Possession of non-work related weapons without a valid Concealed Carry Weapons permit on City premises and at City-sponsored events shall constitute a threat of violence.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent.

You may report an incident to any supervisor or manager.

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A threat includes, but is not limited to, any indication of intent to harm a person or damage City property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally. The following are examples of threats and acts that shall be considered violent - this list is in no way all-inclusive:

Example	Type of Threat
Saying, "Do you want to see your next birthday?"	Indirect
Writing, "Employees who kill their supervisors have the right idea."	Indirect
Saying, "I'm going to punch your lights out."	Direct
Making a hitting motion or obscene gesture	Nonverbal
Displaying weapons	Extreme
Stalking or otherwise forcing undue attention on someone, whether romantic or hostile	Extreme
Taking actions likely to cause bodily harm or property damage	Acts of violence

LEAVES OF ABSENCE

SICK LEAVE

California law provides for mandatory paid sick leave under the Healthy Workplaces, Healthy Families Act (the Act). This paid sick leave policy is intended to comply with the requirements of the Act. Please refer to the Benefits Matrix on page 14 to determine your benefit.

Employees cannot be discriminated or retaliated against for requesting or using accrued paid sick time.

If you have any questions about paid sick leave, please contact the Finance Director.

SICK PAY AMOUNT

Eligible employees will receive sick leave as follows:

Regular full time employees accrue sick leave at a rate of 3.69 hours/pay period.

Regular part time employees with over 20 hours/week accrue sick leave at a prorated rate based on hours worked/pay period.

Regular part time employees with under 20 hours/week or temporary employees are provided with no less than 24 hours of paid sick leave at the beginning of each 12-month period which may be utilized ninety days after date of employment.

Exempt employees are presumed to work 40 hours per workweek for purposes of sick time accrual. If their normal workweek is less than 40 hours, accrual will be based on their normal workweek.

The City does not pay employees for unused paid sick leave. Employees who are rehired with one year of separation from employment may be eligible for reinstatement of previously accrued and unused paid sick time.

QUALIFYING REASONS FOR PAID SICK LEAVE

Paid sick time can be used for the following reasons:

- Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below.
- Preventive care for an employee or an employee's covered family member.
- For certain, specified purposes when the employee is a victim of domestic violence, sexual assault or stalking.

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COVERED FAMILY MEMBERS

- A child defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A child also may be someone for whom you have accepted the duties and responsibilities of raising, even if he or she is not your legal child.
- A parent defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee or the employee's spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if he or she is not your legal parent.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.

USE OF PAID SICK LEAVE

If the need for paid sick leave is foreseeable, employees shall provide advance oral or written notification to the Supervisor. If the need for paid sick leave is not foreseeable, employees shall provide notice to the Supervisor as soon as practicable.

An employee's use of paid sick time may run concurrently with other leaves under local, state or federal law.

Paid sick leave can be used in 1 hour increments. If an employee uses sick leave for 3 consecutive days he/she may be required to provide a note from the Doctor before returning to work.

FAMILY AND MEDICAL LEAVE

Family and Medical Leave is governed by the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Although the City of Colfax is exempt from offering FMLA due to our small size, the City is offering this standard program to employees. State and federal family and medical leave laws provide up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- The employee has been employed with the City for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply);
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave;

Leave may be taken for one or more of the following reasons:

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care (FMLA/CFRA);
- For incapacity due to pregnancy, prenatal medical care or child birth (FMLA only);
- For a serious health condition that makes the employee unable to perform his or her job (FMLA/CFRA);
- To care for the employee's spouse, child, or parent who has a serious health condition (FMLA/CFRA);
- To care for the employee's registered domestic partner (CFRA only).

For additional information about eligibility for family/medical leave, contact the City Clerk.

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MILITARY FAMILY LEAVE ENTITLEMENTS

- Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- Eligible employees may also take a special leave entitlement of up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. (FMLA/CFRA for 12 weeks if the care provider is eligible for both, followed by 14 weeks of (FMLA only), or 26 weeks of FMLA only if leave is not CFRA covered leave). A covered servicemember is either:
 - A current member of the Armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or
 - A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.**

**The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition."*

CALCULATING THE 12-MONTH PERIOD

For purposes of calculating the 12-month period during which 12 weeks of FMLA or qualifying exigency leaves may be taken, the City uses a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. Under the "rolling" 12-month period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Under most circumstances, leave under federal and state law will run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period. For leave to care for a covered servicemember, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered servicemember is for a maximum of 26 workweeks during a 12-month period.

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PREGNANCY, CHILDBIRTH OR RELATED CONDITIONS

Leave because of the employee's disability for pregnancy, childbirth or related medical condition is not counted as time used under California law (CFRA). Family time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under federal law (FMLA). Employees who take time off for pregnancy disability and who are eligible for family and medical leave will also be placed on family and medical leave that runs at the same time as their pregnancy disability leave. Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth she may apply for leave under the CFRA for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. The City will grant a request for a California Family Rights Act leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The City may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

LEAVE PROCEDURES

The following procedures shall apply when an employee requests family medical leave:

- Please contact the City Clerk as soon as you realize the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify the City at least 30 days before leave is to begin. The employee must consult with his or her supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the City. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse.
- If the employee cannot provide 30 days' notice, the City must be informed as soon as is practical.
- If the FMLA/CRFA request is made because of the employee's own serious health condition, the City may require, at its expense, a second opinion from a health care provider that the City chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the City.
- If the second opinion differs from the first opinion, the City may require, at its expense, the employee to obtain the opinion of a third health care provider

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designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the City and the employee.

CERTIFICATION

The City requires the employee to provide certification. You will have 15 calendar days from the City's request for certification to provide it to the City, unless it is not practicable to do so. The City may require recertification from the health care provider if the employee requests additional leave upon expiration of the time period in the original certification. *(For example, if an employee needs two weeks of FMLA, but following the two weeks needs intermittent leave, a new medical certification will be requested and required.)* If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, the City may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

If the leave is needed to care for a sick child, spouse, or parent, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition.
- Probable duration of the condition.
- Estimated amount of time for care by the health care provider.
- Confirmation the serious health condition warrants the employee's participation.

When both parents are employed by the City, and request for simultaneous leave for the birth or placement for adoption or foster care of a child, the City will not grant more than a total of 12 workweeks family/medical leave for this reason.

If an employee cites his/her own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition.
- Probable duration of the condition.
- Inability of the employee to work at all or to perform any one or more of the essential functions of his/her position because of the serious health condition.

If an employee is absent because of his/her own serious health condition, the City will also require a medical release to return to work form or certification from the employee's health care provider that the employee is able to resume work. Failure to provide a release to return to work certificate from the employee's health care provider will result in denial of reinstatement for the employee until the certificate is obtained.

LEAVE RELATED TO MILITARY SERVICE

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A leave taken due to a qualifying exigency related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a servicemember shall be supported by a certification by the servicemember's health care provider or other certification allowed by law. Special certification requirements apply to leaves related to military service.

HEALTH AND BENEFIT PLANS

An employee taking family medical leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered servicemember) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The City will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the City may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. The right to continued group health coverage during pregnancy disability leave is a separate and distinct entitlement from the CFRA entitlement.

Payment is due when it would be made by payroll deduction.

SUBSTITUTION OF PAID LEAVE

Generally, FMLA/CFRA leave is unpaid. The City may require, or employees may choose, to use accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the City's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact City Clerk.

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REINSTATEMENT

Under most circumstances, upon return from family/medical leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had he or she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after family/medical leave may be denied to certain salaried key employees under the following conditions:

- An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the worksite at which the employee worked at the time of the leave request.
- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the City's operations.
- The employee is notified of the City's intent to refuse reinstatement at the time the City determines the refusal is necessary.
- If leave has already begun, the City gives the employee a reasonable opportunity to return to work following the notice described previously.

TIME ACCRUAL

Please contact the City Clerk with any questions regarding accrual of other City provided paid leave benefits (such as vacation, PTO or sick leave) during unpaid FMLA/CFRA leave.

CARRYOVER

Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement (26-workweek entitlement if leave is to care for a servicemember) in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

INTERMITTENT LEAVE

Employees may take Family and Medical Leave Act/California Family Rights Act leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee or a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is 1 hour. See also the discussion of Pregnancy, Childbirth or Related Medical Conditions above.

PREGNANCY DISABILITY LEAVE (PDL)

If you are pregnant, have a related medical condition, or are recovering from childbirth, please review this policy. Any employee planning to take pregnancy disability leave should advise the City Clerk as early as possible. The individual should make an appointment with the City Clerk to discuss the following conditions:

- Duration of pregnancy disability leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to four months of leave per pregnancy (the working days you normally would work in one-third of a year or 17 1/3 weeks). Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care, doctor-ordered bed rest, as well as other reasons. Your healthcare provider determines how much time you need for your disability.
- The City will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy.
- Employees who need to take pregnancy disability must inform the City when a leave is expected to begin and how long it will likely last. If the need for a leave, reasonable accommodation, or transfer is foreseeable (such as the expected birth of a child or a planned medical treatment for yourself), employees must provide at least 30 days advance notice before the pregnancy disability leave or transfer is to begin. Employees must consult with the supervisor regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the City. Any such scheduling is subject to the approval of the employee's health care provider.

City of Colfax - Employee Handbook

- For emergencies or unforeseeable events, notify the City, at least verbally, as soon as practical after you learn of the need for the leave.
- Failure to comply with these notice requirements may result in delay of leave, reasonable accommodation, or transfer.
- Pregnancy leave usually begins when ordered by the employee's physician. The employee must provide the City with a written certification from a health care provider for need of PDL, reasonable accommodation or transfer. The certification must be returned no later than 15 calendar days after it is requested by the City. Failure to do so may, in some circumstances, delay PDL leave, reasonable accommodation or transfer. Please see the City Clerk for a medical certification form to give to your health provider.
- Return from leave requires a release from employee's physician.
- An employee will be required to use accrued sick time (if otherwise eligible to take the time) during a pregnancy disability leave. An employee will be allowed to use accrued vacation or personal time (if otherwise eligible to take the time) during a pregnancy disability leave.
- Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of 1 hour.

Upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or, in certain instances, to a comparable position, if available. There are limited exceptions to this policy. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

Employees on pregnancy disability leave will be allowed to continue to participate in group health insurance coverage for up to a maximum of four months of disability leave (if such insurance was provided before the leave was taken) at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. In some instances, an employer can recover from an employee premiums paid to maintain health coverage if the employee fails to return following pregnancy disability leave. PDL may impact other benefits or a seniority date. Please contact the City Clerk for more information.

JURY DUTY AND WITNESS LEAVE

The City encourages employees to serve on jury duty when called. Non-exempt employees who have completed their introductory periods will receive full pay while serving up to 20 days of jury duty. Exempt employees will receive full salary unless they are absent for a full week and perform no work. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of performance of jury service. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule.

MILITARY LEAVE

Employees who wish to serve in the military and take military leave should contact their Supervisor for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law. Authorized leaves of absence for National Guard/Reservist annual training shall be granted in accordance with the provisions of State law. An employee entitled to military leave shall give the City Manager an opportunity within the limits of military regulations to determine when such leave shall be taken. Extensions of unpaid leave beyond State law are subject to the discretion of the City Manager.

BEREAVEMENT LEAVE

In the event of a death of any "immediate family member" of an employee, the employee will be entitled to a period of three (3) consecutive work days of leave with pay. This leave can only be taken within seven (7) days after the death of the family member or within seven (7) days of the date of the funeral or memorial service. "Immediate family member" shall include Employee's spouse, registered domestic partner, child, parent, sibling, grandparent, grandchild, and those relationships recognized by law as in-law, half, step, adopted, and foster family members. Employees must notify their Department Head as soon as possible after the death of an immediate family member as to which dates the employee will be on Bereavement Leave.

SCHOOL APPEARANCES INVOLVING SUSPENSION

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

TIME OFF FOR VOTING

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these circumstances, an employee will be allowed a maximum of two hours' time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the supervisor at least two days' notice.

VICTIMS OF CRIME LEAVE

An employee who is a victim or who is the family member of a victim of certain serious crimes may take time off from work to attend judicial proceedings related to the crime or to attend proceedings involving rights of the victim.

A family member of a crime victim may be eligible to take this leave if he/she is the crime victim's spouse, parent, child or sibling. Other family members may also be covered depending on the purpose of the leave.

The absence from work must be in order to attend judicial proceedings or proceedings involving rights of the victim. You must provide reasonable advance notice of your need for leave, and documentation related to the proceeding may be required. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence. Any absence from work to attend judicial proceedings or proceedings involving victim rights will be unpaid, unless you choose to take paid time off.

For more information regarding this leave (including whether you are covered, when and what type of documentation is required, and which type of paid time off can be used), please contact the City Clerk.

DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING LEAVE AND ACCOMMODATION

Employees who are victims of domestic violence, sexual assault and stalking are eligible for unpaid leave. Although the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

You may request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety or welfare, or that of your child. Please provide reasonable advance notice of the need for leave unless advance notice is not feasible. Contact your supervisor.

Employees who are victims of domestic violence, sexual assault or stalking and need a reasonable accommodation for their safety at work should contact the City Manager or the City Clerk and discuss the need for an accommodation. If you are requesting such a reasonable accommodation, you will need to submit a written statement signed by you, or by an individual acting on your behalf, certifying that the accommodation is for the purpose of your safety at work.

For reasonable accommodation requests, the City will also require certification demonstrating that you are the victim of domestic violence, sexual assault or stalking. Any of the forms of certification described above for leave purposes will suffice. The City may request recertification every six months from the date of the previous certification. Notify the City if an approved accommodation is no longer needed.

The City will engage in an interactive process with the employee to identify possible accommodations, if any, that are effective and will make reasonable accommodations unless an undue hardship will result.

The City will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave or accommodation under these provisions.

VOLUNTEER CIVIL SERVICE PERSONNEL

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. Employees who perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel may also take up to a total of 14 days unpaid leave time per calendar year to engage in required fire, law enforcement or emergency rescue training. Please alert your supervisor that you may have to take time off for emergency duty or emergency duty training. When taking time off for emergency duty, please alert your supervisor before doing so when possible.

City of Colfax - Employee Handbook

CONFIRMATION OF HARASSMENT POLICY

I have received my copy of the City's Harassment, Discrimination and Retaliation Prevention policy. I understand and agree that it is my responsibility to read and familiarize myself with this policy.

I understand that the City is committed to providing a work environment that is free from harassment, discrimination and retaliation. My signature certifies that I understand that I must conform to and abide by the rules and requirements described in this policy.

Employee's Signature _____

Employee's Printed Name _____

Date _____

CONFIRMATION OF RECEIPT

I have received my copy of the City of Colfax Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook. I will follow the rules and policies of the City of Colfax to the best of my ability.

Employee's Signature _____

Employee's Printed Name _____

Date _____

City of Colfax - Employee Handbook

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Employee's Signature _____

Employee's Printed Name _____

Date _____

Employee Handbook

City of Colfax



Adopted by City Council on June 24, 2026

EFFECTIVE DATE: JULY 1, 2026

This document has been reviewed in conjunction with negotiations for renewal of the MOU with represented employees.

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100. GENERAL EMPLOYMENT POLICIES

100.1 INTRODUCTION

Welcome! Employees of the City of Colfax (City) are important members of a team effort. We hope that all employees will find their position with the City rewarding, challenging, and productive.

Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to our employees to contribute to the success of the City.

This employee handbook is intended to explain the terms and conditions of employment of all full- and part-time employees and supervisors. Written employment contracts between the City and some individuals may supersede some of the provisions of this handbook.

This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements that are inconsistent with the policies described here. Employees should direct any questions to their supervisor or manager.

For represented employees: Please refer to the Memorandum of Understanding (“MOU”) to explain any differences that may exist between the policies provided in this handbook and applicable terms and conditions of employment between the City and the employee organization that represents City employees.

100.2 OUR COMMUNITY

The City is located in the Sierra Nevada foothills at 2,400 feet elevation and home to approximately 2,000 citizens. Colfax is a small historical city with ties to the 1849 Gold Rush and the First Transcontinental Railroad. A myriad of recreational activities are at our doorstep: camping, hiking, fishing, mountain biking, gold panning, kayaking & rafting. Colfax is a great place to live and work! Access to Interstate 80 allows easy travel to Sacramento, Lake Tahoe, or Reno. Area roads and trails allow exploration in one of the most diverse natural habitats in California.

The City offers full services to the community. Because the City has a small workforce, each team member’s contribution is essential to the success of City operations.

100.3 COMMUNITY RELATIONS



The City expects employees to be polite, courteous, prompt, and attentive to every customer. When employees encounter uncomfortable situations that they do not feel capable of handling, they should call their supervisor or the City Manager immediately.

Ours is a service business and all of us must remember that the residents come first. Our residents and business ultimately pay for City services and provide the funds to compensate City employees. Remember, while the customer is not always right, the customer is never wrong.

Employees are to treat residents courteously and give them proper attention at all times. Employees should never regard a resident's question or concern as an interruption or an annoyance. Employees must respond to inquiries received from residents, whether in person or by telephone, promptly and professionally.

Employees should never place a telephone caller on hold for an extended period. Employees should direct incoming calls to the appropriate person and make sure the call is received.

Employees should show, through their conduct, their desire to assist customers in obtaining the help they need. If an employee is unable to help a customer, they must find someone who can help the customer.

Employees must prepare all correspondence and documents, whether to customers or others, neatly and error-free. Attention to accuracy and detail in all paperwork demonstrates employees' commitment to those with whom the City does business.

Employees must not argue with customers. If a problem develops or if a resident remains dissatisfied, an employee should ask supervisor or the City Manager to intervene. Employees should not make promises to residents which will create an

obligation, liability or set precedence for expenditures of City funds. It is far better to say, “We will look into it and see what we can do for you” than to obligate limited City funds or personnel time.

100.4 RIGHT TO REVISE

The City reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document from time to time. Substantive changes to this handbook shall be approved by City Council. The City Manager has the authority to approve non-substantive changes to the handbook. Any such changes must be made in writing and must be signed by the City Manager. Where required, the City will comply with any meet and confer responsibilities. The City will distribute any written changes to this handbook to all employees so that employees are aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.



101. EMPLOYMENT STATUS

101.1.1 FULL-TIME EMPLOYEES

Regular full-time employees are those who are scheduled for 32-40 hours per week. Regular full-time employees generally are eligible for all employee benefits described in this handbook. However, benefit eligibility may depend on length of continuous service. Benefit eligibility requirements may also be imposed by the insurance plans themselves, by a Memorandum of Understanding between the City and an employee organization, or by law.

101.1.2 PART-TIME EMPLOYEES

Regular part-time employees are those who are scheduled for fewer than 32 hours per week. Part-time employees may be eligible for reduced benefits. Part-time employees may have different rights to leave and other benefits under the law or these Policies, depending on the number of hours they work.

101.1.3 TEMPORARY EMPLOYEES

Temporary and seasonal employees are those employed for short-term assignments. Short-term assignments generally are periods of six months or fewer but may be extended. Temporary and seasonal employees are not eligible for employee benefits except those mandated by applicable law.

Temporary and seasonal employees serve at will, at the pleasure of the appointing authority, and have no property right in continued employment. Temporary and seasonal employees are not entitled to any pre- or post-disciplinary procedural due process or evidentiary appeal.

101.1.4 PROBATIONARY EMPLOYEES

The first six months of continuous employment at the City is considered a probationary period. During this time, probationary employees will learn their responsibilities and become acquainted with fellow employees. A probationary employee's supervisor will closely monitor their performance.

An employee in a probationary period may be released with or without cause. The City may dismiss the employee from their position at any time without the right of appeal, grievance procedure, or hearing.

During the probationary period, the employee's supervisor will explain the employee's job responsibilities and the performance standards expected of them. Probationary employees should be aware that their assignment could change during their probationary period while staying within the job description and related tasks. The City will provide written notice to the employee at least 10 days prior to a permanent change of

assignment. From time to time, probationary employees may be asked to work on special projects, or to assist with other work necessary or important to the operation of the employee's department. The City expects probationary employees' cooperation and assistance in performing such work. The City reserves the right to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

101.1.5 VOLUNTEERS

Volunteers are not City employees but are instead individuals who provide services to the City for civic or philanthropic reasons and receive no compensation or benefits other than nominal fees and reimbursement of expenses.

Volunteers serve at will and at the pleasure of the appointing authority, have no property rights in continued employment, and are not entitled to any pre- or post-disciplinary procedural due process or evidentiary appeal.

101.1.6 INDEPENDENT CONTRACTORS

Independent contractors are not City employees and serve solely pursuant to their contract entered into by the City pursuant to the City's purchasing policies and procedures.

101.1.7 FILLING PERMANENT VACANCIES

In the case of represented classifications, when a vacancy occurs in a job assignment, the vacancy and duties of the position will be posted for at least 10 calendar days. Employees holding career status in the classification allocated to that position may request to be assigned to fill the vacancy. The City will provide first consideration to those employees making such requests before considering outside applications for the position. If more than one qualified employee requests to fill the vacancy the assignment shall be based on seniority as long as the senior employee has equal experience and capability and the City determines an equal disruption to the established work schedule.

101.1.8 ELIGIBILITY LIST

An eligibility list is a list of applicants for City employment or promotion who are qualified as a result of an open or promotional examination process. Lists are maintained in accordance with the City's classification of jobs. An eligibility list will not be maintained for longer than six months unless otherwise determined by the City Manager or designee.



102. COMPENSATION AND BENEFITS

102.1 WAGES

102.1.1 STANDARD WORK SCHEDULE AND MEAL PERIODS

The standard work schedule consists of five eight-hour days. The City will notify new employees at the time of hire of the days they will work. Work schedules are subject to change with or without notice, according to the needs of the department or City. When possible, the City will provide employees with notice of a schedule change (exemption: during emergency responses). Note that represented employees require a seven-day advance notice of schedule change. Certain employees may request to adjust their work schedules with City Manager or Department Head approval. If the Department Head approves an adjustment to an employee's work schedule, the Department Head must notify the City Manager of the schedule change before the schedule change takes effect.

For Public Works employees, the workday begins at 7:00 a.m. and ends at 3:30 p.m. Employees must take an unpaid meal break of 30 minutes each day. Public Works employees should coordinate with their supervisor regarding the time of their 30-minute lunch period.

For office (administrative) employees, the workday begins at 8:00 a.m. and ends at 5:00 p.m. with a one-hour unpaid meal break.

If an employee works more than 10 hours a day, the employee will be provided a second, unpaid meal period of at least 30 minutes. The employee may voluntarily waive this second meal break with approval from their supervisor. The employee will be permitted a reasonable opportunity to take this meal period while relieved of all duties. The City will retain no control over the employee's activities during this meal period. During their meal period, employees are free to leave the premises and to come and go as they please. Unless conducting City business outside of the City, such as conducting training or picking up supplies or materials, employees must obtain City Manager approval to use City vehicles during their meal period.

The City expects employees to return to work promptly at the end of any meal period.

102.1.2 REST BREAKS

All non-exempt employees who work eight hours or more per day are provided with two 15-minute paid rest breaks during the workday.

Employees must coordinate with their supervisor regarding when they should take their 15-minute breaks. Employees may not combine rest breaks to shorten their workday or to extend their meal period.

102.1.3 LACTATION BREAKS, LOCATION, AND ACCOMMODATION

The City will provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break time already provided for the employee. If the employee takes lactation breaks at times other than their provided break times, then the lactation break shall be unpaid, or the employee may choose to use accrued leave.

Employees desiring to take a lactation break at times other than their provided break times must notify a supervisor prior to taking such a break, when practicable. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergencies or exigent circumstances.

The City will provide a room or other appropriate location close proximity to the employee's worksite that is not in a bathroom to express milk in private. The room or location will meet the following requirements:

- (a) Be shielded from view and free from intrusion while being used to express milk;
- (b) Be safe, clean, and free of hazardous materials;
- (c) Contain a surface on which to place a breast pump and personal items;

(d) Contain a place to sit; and

(e) Have access to electricity needed to operate an electric or battery-powered breast pump.

An employee occupying such private area shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstances.

The City will provide access to a sink with running water and a refrigerator, or other cooling device, suitable for storing milk, in close proximity to the employee's work area.

Any employee storing expressed milk in any authorized refrigerated area within the City shall clearly label it as such. No expressed milk shall be stored at the City beyond the employee's workday/shift.

Lactation Accommodation Request

An employee may make a request for lactation accommodation, either orally or in writing, to the Administrative Services Officer or their designee. Following receipt of a request for lactation accommodation, the City will provide a timely written response to the employee in which the City will indicate if it is unable to provide the requested break time or a requested location for the purposes of expressing breast milk.

An employee who does not believe that the City is providing an appropriate lactation accommodation should immediately inform the Administrative Services Officer or their designee.

An employee who does not believe that the City is providing an appropriate lactation accommodation as required by state law has the right to file a complaint with the California Division of Labor Standards Enforcement/Labor Commissioner.

102.1.4 OVERTIME

Authorized time of non-exempt employees worked in excess of forty (40) hours in one (1) week shall constitute Fair Labor Standards Act ("FLSA") overtime. Only actual hours worked will be counted toward the 40-hour threshold for purposes of calculating FLSA overtime pay; paid time off will not be counted for FLSA overtime purposes.

The City keeps overtime to a minimum, consistent with the efficient operation of the City. Non-exempt employees must obtain written, advance authorization from their Department Head or the City Manager before working overtime. If a Department Head authorizes non-emergency overtime, the Department Head must notify the City Manager immediately.

Working overtime without prior authorization or approval is grounds for disciplinary action, up to and including termination, for violating the overtime approval procedures.

In emergency situations that necessitate working overtime, an employee must notify a supervisor as soon as possible, and in no event later than the end of that day upon which the emergency occurred. If the supervisor denies the request to work overtime, the employee must obey the supervisor's directive and cease working. Failure to follow these overtime approval procedures may subject the employee to disciplinary action, up to and including termination, for violating the overtime approval procedures.

Overtime shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay.

The City will attempt to distribute overtime evenly and accommodate individual schedules. The City provides compensation for all FLSA overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- For Fair Labor Standards Act ("FLSA") overtime purposes, the workweek begins on Saturday at 12:01 AM and ends the following Saturday at 12:00 AM, unless otherwise designated by the City.
- Compensation for hours in excess of 40 hours for the workweek, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay.
- Compensation for hours in excess of 12 hours in one workday and in excess of eight hours on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay until the employee is released from work for an uninterrupted rest period of eight hours.
- Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

The City provides contractual overtime in addition to FLSA overtime. The City defines contractual overtime as hours worked in excess of eight (8) hours, but not more than twelve (12) hours in one day and forty hours in one (1) week. Only actual hours worked will be counted toward the 8-hour threshold for purposes of calculating contractual overtime; paid time off will not be counted for contractual overtime purposes.

102.1.5 COMPENSATORY TIME OFF

A non-exempt employee may opt to accrue Compensatory Time Off ("CTO") in lieu of cash payment for overtime worked at the rate of time and one-half. Employees on paid status for vacation, CTO or sick time will not have such time count towards the 40-hour calculation. CTO accrual is capped at 80 hours.

The City will grant an employee's request to use accumulated CTO provided that: (1) the department can accommodate the use of CTO on the day requested without undue disruption to department operations; and (2) the employee makes the request in writing to the supervisor no later than three days prior to the date requested. If the employee does not provide three days' notice, or if the department cannot accommodate the time off without undue disruption, the City will provide the employee with an opportunity to cash out the amount of CTO requested at the end of the current pay period.

Additionally, each December, employees may elect to cash out CTO accumulated, but not used, in the following calendar year or carry-over such CTO to the following calendar year. Any CTO carried over from one calendar year to the next may only be used to provide the employee with time off from work and may not be cashed out.

CTO is cashed out at the employee's current FLSA regular rate of pay (including all FLSA-applicable salary differentials and special pays)."

The City shall compensate employees separating from the City for all accrued, unused compensatory hours at their current FLSA regular rate of pay, or their average FLSA regular rate for the prior three years, whichever is higher.

102.1.6 ON-CALL STATUS (STANDBY)

Wastewater Treatment Plant and Public Works employees will be scheduled for On-Call status outside of their normal work hours and will receive \$4.00 for each hour of assigned On-Call time and \$4.50 for each hour beginning July 1, 2028. As has been established in the past, expected response time for an On-Call employee is 45 minutes. The City reserves the right to make exceptions to response time required for a call-out. Should an employee be called out, compensation for those hours worked outside of a normal eight-hour day or 40 hour week will be in accordance with the overtime and CTO policies.

102.1.7 ADVANCES

The City does not permit advances against paychecks or vacation not yet accrued.

102.1.8 OUT OF CLASS PAY

When an employee is assigned to perform the significant duties of positions at a higher pay classification or supervisory level for more than five consecutive working days, the employee will be paid five percent out-of-class pay. Differential pay will be administered with the approval of the City Manager. Represented employees will be paid 5% out of class pay for the entire pay period in which out of class work is performed.

102.1.9 REPORTING-TIME PAY AND INTERRUPTION OF WORK

The City will pay a minimum of two hours of pay to employees who are required to report to work on a day other than their normally scheduled workday. When an employee is

called to return to work after completion of their normal scheduled shift, the City will compensate the employee for a minimum of two hours at a rate of time and one half the employee's normal rate of pay. Any work performed beyond the initial two hours shall also be compensated at time and one half for actual hours worked. For represented employees, please refer to your Memorandum of Understanding under Call Back Pay/Stand By Pay.

The City will endeavor to give employees reasonable advance notice not to report to work, under the following circumstances:

- Interruption of work because of the failure of any or all public utilities.
- Interruption of work because of natural causes or other circumstances beyond the City's power to control.

Where the City is unable to provide employees with reasonable advance notice regarding the interruption of work, the City will pay employees who report to work for all hours actually worked.

102.2 EXPENSE ACCOUNTS

Employees who have incurred business expenses must submit required receipts and the Employee Reimbursement Form to Accounts Payable on a monthly basis.

If an employee has any questions about the City's expense reimbursement policy, they should contact the Administrative Services Officer.

Personal and/or vacation travel may be combined with business travel provided it does not result in additional cost to the City, and if the employee obtains written approval from the City Manager in advance.

City credit cards are not to be used for personal expenses.

102.3 PAYMENT OF WAGES

Paychecks are normally available at the City Hall office. If an employee observes an error on their check, they should report it immediately to their supervisor.

All employees of the City are paid every other Tuesday for work performed during the previous two-week pay period. If a regular payday falls on a holiday, employees will be paid the following day (Wednesday).

The City offers automatic payroll deposit. Employees may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, employees must complete a form (available at City Hall) and return it to payroll at least 10 days before the pay period for which the employee would like the service to begin. Employees should

carefully monitor payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, employees should complete the form available at City Hall and return it to payroll at least 10 days before the pay period for which they would like the service to end. Employees will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than 10 days before the end of the pay period.

102.4 TIMEKEEPING REQUIREMENTS

The City requires all non-exempt employees to use a Time Sheet to record time worked for payroll purposes. Non-exempt employees must accurately report all time worked on their Time Sheet.

Non-exempt employees may not “volunteer” work time to perform duties that are the same or similar as their stated or regular job duties.

No supervisor has authority to request non-exempt employees to volunteer during work time.

Exempt employees are also required to complete Time Sheets to allocate time to projects as necessary and to account for paid leave time.

All employees must accurately report all work time to the nearest five minutes. Employees must record their own time at the start and at the end of each work period.

Employees are not allowed to work off the clock. Working off the clock violates City policy. Any work performed before or after a regularly scheduled shift must be approved in advance by the employee’s supervisor. If an employee performs any off-the-clock work, the employee must immediately report that work to their supervisor. Working off the clock without prior authorization or approval is grounds for disciplinary action, up to and including termination, for violating the overtime approval procedures.

The City requires employees to certify that their time records are accurate. Any handwritten marks or changes on the Time Sheet must be initialized by a supervisor. Employees must report any errors on their Time Sheet to their supervisor immediately.



102.5 DEDUCTIONS FOR EXEMPT EMPLOYEES

Employees paid on a salary basis receive a predetermined amount of compensation for each pay period. Subject to the exceptions listed below, exempt employees will receive full salary for any workweek in which they perform any work, regardless of the number of days or hours worked. If an exempt employee does not work for an entire workweek and that week is not covered by City benefits programs and policies (for example: vacation, CFRA Leave, and administrative leave has been exhausted) the employee will not be paid.

The City will not make deductions from an employee's salary for time when work is not available, provided the exempt employee is ready, willing, and able to work. Deductions from pay are permissible when an exempt employee:

- Is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing full compensation for salary lost due to illness and the employee has exhausted their leave under this policy.
- Is absent for one or more full days due to a sickness or disability and the employee is on unpaid leave under the California Family Rights Act ("CFRA").
- Works less than a full week during the initial or final week of employment.
- Unpaid disciplinary suspensions for one or more full days imposed in good faith for infractions of safety rules of major significance.

- Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions (e.g., violating the City’s policies against harassment and discrimination.)

The City will also make partial day deductions from available accrued vacation or sick leave balances when applicable.

The City prohibits any improper deductions from the salaries of exempt employees. The City wants employees to be aware of this policy and know that the City does not allow deductions that violate federal or state law.

If an employee believes that an improper deduction from their salary has been made, they should immediately report this information to their direct supervisor, or to the Administrative Services Officer or the City Manager. The City will investigate reports of improper deductions promptly. If the investigation determines that an improper deduction has occurred, the City will promptly reimburse the employee for the improper deduction.

102.6 BENEFITS

102.6.1 BENEFITS OVERVIEW

The City offers the following employee benefits:

- Health Insurance
- Dental Insurance
- Optional Flexible Spending Account (“FSA”) plan
- 457(b) Deferred Compensation Plan
- Retirement Plan provided through CalPERS
- Vision Insurance
- Life Insurance of \$25,000, paid by the City

102.6.2 BENEFITS ELIGIBILITY

Benefit eligibility depends upon an employee’s classification (full-time versus part-time or represented versus non-represented) and length of continuous employment at the City. Certain benefit plans may also impose their own eligibility requirements.

Hours/Week	Status*	Health	Retirement	Holidays	Sick	Vacation
40	Regular Full Time	Yes	Yes	Yes	Yes	Yes
32-40	Regular Full Time	Yes	Yes	Scheduled Workday	Pro-rated	Pro-rated
20-32	Regular Part Time	No	Yes	Scheduled Workday	Pro-rated	Pro-rated
<20	Part Time	No	No	No	Mandate	No
	Temporary	No	No	No	Mandate	No
<i>Benefit status is subject to CalPERS regulations (see calpers.ca.gov for more details)</i>						

The City will make Summary Plan Descriptions, which describe these benefits in greater detail, available to employees upon determination of their eligibility. For further information and questions regarding employee benefits, employees should contact the Administrative Services Officer or the City Manager or their designee.

The City reserves the right to modify, amend or terminate benefits and to modify or amend benefit eligibility requirements at any time and for any reason, subject to any legal restrictions and Memorandum of Understanding for represented employees

102.6.3 TRAINING

Some employees may need to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of the City or the individual employee. Attendance at such activities, whether required by the City or requested by individual employee, requires the written approval of the City Manager. To obtain approval, any employee wishing to attend a training activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance.

For attendance at events required or authorized by the City, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, lodging, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed with the City Manager in advance.

The City considers attendance at authorized outside activities to be hours worked for non-exempt employees. The City will compensate non-exempt employees for this time in accordance with normal payroll practices.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions generally may lead to improved job performance. While the City encourages all employees to improve their knowledge, job skills, and promotional qualifications, such activities do not qualify for reimbursement or compensation under this policy unless the employee obtains prior written approval.

102.6.4 TUITION REIMBURSEMENT

The City shall reimburse employees up to \$1,500.00 per fiscal year for tuition and book expenses for City-approved college or university level courses. The City only considers courses which relate to the employee's current position with the City, or which would prepare the employee for advancement within their career at the City as eligible for tuition reimbursement. Reimbursement shall not be made until the employee submits documentation of expenses and successful completion of the course with a grade of B or better. In order to be eligible, an employee must submit a plan by May 1st for the upcoming fiscal year. Late requests may be approved at the discretion of the City Manager.

103. PAID TIME OFF

103.1 SICK LEAVE

California law provides for mandatory paid sick leave under the Healthy Workplaces; Healthy Families Act and The Kin Care Law. An employee's use of paid sick leave provided pursuant to Labor Code sections 246 and 233 is Protected Leave. The amount of protected sick leave is one half (1/2) of the employee's annual accrual of sick leave. For example, if an employee has accrued 100 hours of sick leave in a calendar year, the employee's use of 50 of those hours is considered protected leave.

Employees cannot be discriminated against or retaliated against for requesting or using protected paid sick time.

If an employee has any questions about paid sick leave, the employee should contact the Administrative Services Officer or their designee.

103.1.1 SICK LEAVE ACCRUAL

Eligible employees will receive paid sick leave as follows:

Full-time employees who are not seasonal or temporary accrue sick leave at a rate of 3.69 hours/pay period. Accrued sick leave carries over from year to year. No accrual limit applies.

Part-time, seasonal, and temporary employees who work 30 or more days within a year from the commencement of employment with the City accrue one hour of paid sick leave for every 30 hours worked. Accrued and unused sick leave carries over to the following year of employment, but part-time, seasonal, and temporary employees stop earning sick leave once they have accrued 80 hours or 10 workdays/shifts of such leave, whichever is greater.

Exempt employees are presumed to work 40 hours per workweek for purposes of sick time accrual. If their normal workweek is less than 40 hours, accrual will be based on their normal workweek.

The City does not pay employees for unused paid sick leave. Unused sick leave may be converted to retirement service credits only as may be permitted under applicable retirement system laws and regulations.

Employees who are rehired within one year of separation from employment may be eligible for reinstatement of previously accrued and unused paid sick time.

103.1.2 QUALIFYING REASONS FOR PAID SICK LEAVE

Paid sick time can be used for the following reasons:

- Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below.
- Preventive care for an employee or an employee's covered family member.
- For certain, specified purposes when the employee is a victim of domestic violence, sexual assault stalking, or other crime in order for the employee to engage in any of the following activities: (1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or their child; (2) obtain medical attention or psychological counseling, services from a shelter, program, or crisis center, or (3) participate in safety planning or other actions to increase safety.

103.1.3 COVERED FAMILY MEMBERS

- A child is defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A child also may be someone for whom an employee has accepted the duties and responsibilities of raising, even if he or she is not the employee's legal child.
- A parent defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee or the employee's spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising the employee when they were a minor child, even if they are not the employee's legal parent.
- A parent-in-law
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.
- A "designated person," defined as an individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees may designate one "designated person" per 12-month period.

103.1.4 USE OF PAID SICK LEAVE

If the need for paid sick leave is foreseeable, employees shall provide advance oral or written notification to the Supervisor. If the need for paid sick leave is not foreseeable, employees shall provide notice to the Supervisor as soon as practicable. If the employee is required to be absent on sick leave for more than one day, the employee must keep the immediate supervisor informed each day, unless otherwise approved or on protected leave, as to the date the employee expects to return to work and the purpose of the leave. Failure to request sick leave as required by this policy without good reason may result in the employee being treated as absent without leave.

An employee may use sick leave as it is accrued, subject to the limits and request provisions in this policy. Paid sick leave may be used in one-hour increments. If an employee uses sick leave for three consecutive days, the City may require the employee to provide a note from their doctor before returning to work.

The City may require that employees provide a health care provider's certification to support any absence that involves the illness of the employee or family member if the City suspects that there is a pattern of abuse of sick leave by the employee.

All employees who use paid leave to address issues related to domestic violence, sexual assault, stalking, or other crimes and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter. Any of the following are sufficient to constitute such certification:

- (A) A police report indicating that the employee was a victim.
- (B) A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court.
- (C) Documentation from a licensed medical professional, domestic violence counselor, as defined in Section 1037.1 of the Evidence Code, a sexual assault counselor, as defined in Section 1035.2 of the Evidence Code, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse.
- (D) Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under this section.

An employee's use of paid sick time may run concurrently with other leaves under local, state or federal law.

103.2 VACATION, HOLIDAYS, AND ADMINISTRATIVE LEAVE

103.2.1 Vacation Employees are eligible to accrue:

Years of Service Completed	Vacation Days earned annually
0-2	10 days
3-4	12 days
5-9	15 days
10-14	20 days
15-19	22 days
Over 20	25 days

Active service commences with an employee's first day of work and continues thereafter unless broken by an absence without pay, a leave of absence, or termination of employment. Temporary employees do not accrue paid vacation.

Employees may not accrue more than two years' worth of vacation days. For example, employees who earn 20 vacation days per year may not accrue more than 40 vacation days at any given time. Vacations shall be scheduled to provide adequate coverage of job responsibilities and staffing requirements. Employees must obtain written approval for vacation days from their supervisor at least five days in advance. The City's schedule determines permissible vacation periods, and employees may need to adjust their vacation time accordingly. The City Manager has discretion to grant employees who have exceeded the vacation accrual cap, but are denied vacation due to the City's operational needs, the right to exceed the accrual cap until the City grants their vacation request.

The City will pay an employee whose employment terminates for accrued, unused vacation days at their rate of pay at the time of separation.

Required Use of Vacation Before Unpaid Leave

Employees are required to take accrued and unused vacation and compensatory time before taking unpaid leave or having unpaid absences. Unpaid leave includes leave under the CFRA, unless the absence is pregnancy-related or the employee is receiving wage replacement through a disability benefit plan (regardless of whether the plan is employer-provided or mandatory under state or federal law, such as state disability insurance).

If an employee is absent for a reason that qualifies them for Paid Family Leave ("PFL") or because of a disability that qualifies them for State Disability Insurance ("SDI") benefits, the employee should contact the Administrative Services Officer, the City Manager, or their designee to discuss coordination of their benefits.

103.2.2 ADMINISTRATIVE LEAVE FOR EXEMPT EMPLOYEES

The City's executive employees are exempt from the overtime provisions of the FLSA. In recognition of work requirements in excess of the normal work schedule exempt employees accrue 80 hours of Administrative Leave during the calendar year. Exempt employees do not earn compensatory time off but may use administrative leave. Up to 40 hours of administrative leave may be carried over from one calendar year to another. At no point in time may an employee accumulate more than 120 hours of administrative leave. Employees will be compensated for any accumulated administrative leave upon separation of employment from the City. Any present or future City employee rehired or reinstated by the City shall receive no credit for prior service in determination of Administrative Leave.

103.2.3 HOLIDAYS

The City observes the following paid holidays:

- January 1
- Martin Luther King Jr.'s Birthday
- One Floating Holiday instead of Lincoln's Birthday
- Presidents' Day
- Memorial Day
- Juneteenth
- July 4th (Independence Day)
- Labor Day
- Columbus Day / Indigenous Peoples' Day
- Veterans' Day
- Thanksgiving Day
- The Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- Every day designated by the President or Governor and approved by City Council as a holiday

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday respectively. The City Manager has discretion to change the day of an observed City holiday at the request of City employees.

Employees will be given one “floating” holiday during that calendar year. Floating Holidays must be used by December 31 of the calendar year in which it was given.

To be eligible for holiday pay, an employee must be regularly scheduled to work on the day on which the holiday is observed. If a non-exempt employee is required to work on a paid scheduled holiday, the employee will be compensated at one and one-half times their regular rate of pay in addition to holiday pay: two and one-half times their hourly rate.

If one or more holidays falls within a vacation leave that an eligible full-time employee is taking, such holiday shall not be charged as vacation leave.

104. EMPLOYMENT STATUS CHANGES

104.1 DISCIPLINARY ACTION

The City has the right to suspend, demote, reduce in pay, or dismiss any employee of the City, or take any other disciplinary action deemed appropriate under the circumstances. This provision does not apply to non-disciplinary separation from employment including, but not limited to, layoff. Employees covered by an applicable MOU shall be subject to discipline pursuant to the procedures outlined in the MOU.

104.1.1 PROBATIONARY EMPLOYEES

Probationary employees may be released from probation pursuant to the provisions of this Handbook.

104.1.2 TYPES OF COUNSELING, REPRIMANDS, AND DISCIPLINE

The following types of discipline may be imposed on a City employee, in accordance with this provision. Prior discipline may be considered in determining the appropriate level of discipline.

1. Counseling Memo: A counseling memo will be provided to an employee to identify failure of appropriate conduct or performance issue; the performance the employee is to demonstrate in the future; and consequences for failure to correct the behavior or problem. A counseling memo will be retained in the supervisor's file until the completion of the evaluation year, and then documented in the performance evaluation, as the supervisor deems necessary. A counseling memo is not subject to the City's discipline or discipline appeal procedures.
2. Verbal Reprimand: A verbal reprimand is a verbal direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A verbal reprimand will be documented in writing and retained in the supervisor's file until the completion of the evaluation year and then documented in the performance evaluation, as the supervisor deems necessary. A verbal reprimand is not subject to the City's discipline or discipline appeal procedures.
3. Written Reprimand: The City will place written reprimands in the employee's personnel file. The employee shall have the right to attach a written response to the written reprimand if the employee submits their written response to the Administrative Service Officer or their designee within 10 days after receiving the reprimand.
4. Suspension: The City may suspend an employee without pay at any time for cause. The City will impose a suspension for a period not to exceed thirty

(30) working days in any fiscal year. Documents related to a suspension shall become part of the employee's personnel file when the suspension is final and documented in the performance evaluation. Employees who are exempt from FLSA overtime will only be suspended under the following circumstances, as authorized by the FLSA: (1) for the entire FLSA-designated work week; (2) for one or more full days for violation of a written workplace conduct rule (e.g., violation of the harassment, discrimination, and retaliation policy); or (3) for one or more full days for a major safety violation (e.g., relating to the prevention of serious danger in the workplace or to other employees.)

5. Demotion: The City may demote an employee from their position to a lower position for cause. "Cause" includes if the employee's ability to perform the required duties of their position fall below standard. No employee shall be demoted to a position for which they do not possess the minimum qualifications. Documents related to a demotion shall become part of the employee's personnel file when the demotion is final and documented in the performance evaluation.
6. Reduction in Salary: The City may reduce the salary level of an employee for cause. Any salary reduction shall be within the minimum and maximum salary range for the position. Documents related to a reduction in pay shall become part of the employee's personnel file when the reduction in pay is final and documented in the performance evaluation. Employees who are exempt from the FLSA overtime requirements are not subject to pay reduction
7. Discharge: Outside of the Memorandum of Understanding for represented employees, the City may dismiss an employee from their position for cause at any time. Documents related to the dismissal shall become a part of an employee's personnel file when the dismissal is final.
8. Other Discipline: An employee may also receive an oral or written warning from their supervisor. Oral and written warnings are not subject to the City's discipline or discipline appeal procedures, but employees may submit a rebuttal.

104.1.3 CAUSE FOR DISCIPLINE

The City expects employees to conduct themselves in a manner to further the City's objectives.

The City will not tolerate the following conduct, and may take disciplinary action, up to and including termination, for any of the following:

1. Unauthorized absence.

2. Excessive absenteeism or tardiness, or abuse of leave privileges. Absences protected by state or federal law do not count as violations of this policy. Protected paid sick time under California law does not count as a violation of this policy.
3. Engaging in criminal conduct whether or not related to job performance.
4. Disorderly conduct, including provoking a fight or fighting during working hours or on City property. Participating in horseplay or practical jokes on City time or on City premises.
5. Incompetence, inefficiency, careless performance of job responsibilities, or inability to perform job duties satisfactorily.
6. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
7. Dishonesty.
8. Recording the work time of another employee or allowing another employee to record your work time.
9. Falsification of city records, including, but not limited to, Time Sheets.
10. Falsifying employment records and employment information.
11. Theft.
12. Removing or borrowing City property without prior authorization.
13. Unauthorized use or misuse of City equipment, time, materials, or facilities.
14. Intoxication while on duty or on standby.
15. Sleeping or malingering on the job.
16. Neglect of duty.
17. Willful or negligent damage to or destruction of City property or the property of any employee or customer. Misuse or waste of public supplies or equipment.
18. Working overtime without authorization.
19. Failure to maintain a required license or certificate which is a condition of employment.

20. Discourteous, non-cooperative, or offensive treatment of the public, City elected officials, City employees, or City volunteers.
21. Failure to cooperate in an inquiry or investigation of an alleged violation of City rules.
22. Failure to promptly report work-related injury or illness.
23. Using abusive, threatening or intimidating language at any time on City premises.
24. Mishandling or gift of public funds.
25. Committing a fraudulent act or a breach of trust under any circumstances
26. Improper political activity as defined by state law.
27. Unapproved outside employment or activity, or other enterprise that constitutes a conflict of interest with service to the City.
28. Violation of the City's or a department's confidentiality policies, or disclosure of confidential City information to any unauthorized person or entity.
29. Violation of any of the provisions of the ordinances of the city, any provision of the employee handbook, or other rules promulgated by the City Manager as administrative orders.

This list of prohibited conduct is not comprehensive and is illustrative only. Other types of conduct that threaten security, personal safety, employee welfare and City operations may also result in disciplinary action, up to and including termination.

104.1.4 DISCIPLINARY PROCEDURE FOR EMPLOYEES WHO HAVE PASSED PROBATION

The following discipline procedures only apply to the City's for-cause employees. All employees other than for-cause employees, namely seasonal, temporary, at-will, and probationary employees, may be disciplined or separated at will, with or without cause, and without the disciplinary procedures listed below. The following discipline procedures apply only to suspension without pay, reduction in pay, demotion, or dismissal. Represented employees should refer to their agreement regarding disciplinary procedures.

1. Notice of Intended Disciplinary Action to Employee: The employee shall be given written notice of the proposed disciplinary action. The notice shall be personally delivered or sent by certified mail, return receipt. Such written notice shall include:

- a. A description of the proposed disciplinary action to be taken.
 - b. A statement of the causes for the disciplinary action.
 - c. A statement of the facts upon which the disciplinary action is based.
 - d. A copy of all documents or materials upon which the disciplinary action is based.
 - e. Notice of the employee's right to respond to the Administrative Services Officer or their designee regarding the intended discipline within 10 days from the date of the notice, either by requesting a *Skelly* conference, or by providing a written response, or both.
 - f. Notice of the employee's right to have a representative of their choice at the *Skelly* conference.
 - g. Notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed.
2. Response by Employee: The employee has the right to respond, either orally (at an informal *Skelly* conference) or in writing (at the option of the employee), to the authority initially imposing discipline within 10 calendar days of receipt of the notice described in item 1. After the employee has provided a response, the authority imposing the discipline will issue a decision whether to uphold, modify, or reject the proposed disciplinary action. The employee's failure to respond within 10 calendar days shall constitute a waiver of the right to respond.
3. Final Notice of Discipline: After the *Skelly* conference and/or timely receipt of the employee's written response, the City will either (1) take no disciplinary action; (2) modify the intended discipline; or (3) impose the intended disciplinary action. In any case, the City will provide the employee with a notice containing the following:
- a. The level of discipline, if any, to be imposed and the effective date of the discipline;
 - b. The specific charges upon which the discipline is based;
 - c. A summary of the facts that show that the elements of each charge at issue in the intended discipline;
 - d. A copy of all materials upon which the discipline is based; and
 - e. A reference to the employee's appeal right and deadline to appeal
4. Delivery of the Final Notice of Discipline: The final notice of discipline will be sent by mail method that verifies delivery to the last known address of

the employee or delivered to the employee in person. If the notice is not deliverable because the employee has moved without notifying the City or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

104.1.5 DISCIPLINE APPEAL PROCEDURES

The following appeal procedures only apply to the City's for-cause employees. All employees other than for-cause employees, namely seasonal, temporary, at-will, and probationary employees, may be disciplined or separated at will, with or without cause, and without the disciplinary appeal procedures listed below. The following appeal procedures apply only to suspension without pay, reduction in pay, demotion, or dismissal. Represented employees should refer to their agreement regarding discipline appeal procedures.

- a. Request for Appeal Hearing: The employee may request an appeal hearing before the City Manager or an individual designated by the City Manager. The employee must make a written request for hearing to the City Manager within 10 calendar days from receipt of the final notice of discipline; an employee's failure to make this written request within ten calendar days shall result in a waiver of the employee's right to appeal, and the discipline will become effective.
- b. Date and Time of the Appeal Hearing: The appeal hearing shall be scheduled on a mutually agreeable date, based on the availability of the City Manager (or individual designated by the City Manager as the hearing officer), and the employee and their representative. The appeal hearing officer may continue a scheduled hearing only upon good cause shown.
- c. Prehearing Notice of Witnesses and Evidence: No later than 10 days before the hearing date, each party will provide the other and the appeal hearing officer with a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing.
- d. Employee Appearance: The employee must appear personally before the hearing officer at the time and place set for the hearing. The employee may be represented by any person they may select.
- e. Opening Statements: The City and the employee are both permitted to make opening statements.
- f. Evidence: For hearings conducted pursuant to this section, the rules of evidence applicable to court proceedings need not be followed. However, hearings shall be conducted in a manner that the hearing officer decides is the most conducive to determining the truth. The rules dealing with privileges shall be effective to the same extent that they are recognized in civil actions. Irrelevant or unduly repetitious

evidence may be excluded. The appeal hearing officer shall determine the relevance, weight and credibility of testimony and evidence.

- g. Witnesses: All witnesses shall be sworn in prior to testifying. Both the employee and the City shall have the right to call and cross-examine witnesses and present documentary evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing.
- h. Professionalism: All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or the appeal hearing officer.
- i. Failure to Appear: Failure of the employee to appear at the hearing shall be deemed a withdrawal of his/her appeal and a waiver of the right to a hearing.
- j. Decision: The City Manager or the individual designated by the City Manager as the hearing officer shall issue a written decision regarding the appeal within thirty working days of the conclusion of the hearing. The decision of the City Manager or designated hearing officer shall be final and binding on all parties.
- k. Proof of Service: The City will mail a copy of the final written findings and decisions, along with proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision. It shall be the responsibility of the employee to inform the City of their address. A copy of the decision shall also be provided to the Administrative Services Officer.

104.2 REDUCTIONS IN FORCE

Under some circumstances, the City may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes necessary, the City will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, the City will inform employees subject to lay off 21 days in advance of the layoff. The City will inform employees of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

For represented employees, layoffs shall be conducted in accordance with the layoff provisions contained in the applicable Memorandum of Understanding (MOU). The procedures governing layoffs, including seniority, notice, and any applicable exceptions, are established by the MOU and will control in the event of a layoff affecting represented employees.

In determining which employees will be subject to layoff, the City will take into account, among other things, operation and requirements, the skill, productivity, ability, and past

performance of those involved, and also, when feasible, the employee's length of service.

104.3 RESIGNATION AND RETIREMENT

An employee who wishes to resign from their City employment in good standing must submit written notice of resignation to the Administrative Services Officer, City Manager or their designee at least two weeks prior to the planned separation date. The written notice must state the type for the resignation. Failure to follow the aforementioned procedure may be cause of denying future employment with the City. A resignation becomes final when the Administrative Services Officer or their designee accepts the resignation in writing. Once a resignation has been accepted, it is final and irrevocable. A resignation can be accepted by the Administrative Services Officer or their designee even if it is submitted less than two weeks prior to the planned resignation date.

All City-owned property, including vehicles, keys, uniforms, identification badges, cell phones, and credit cards must be returned immediately upon termination of employment.

104.3.1 JOB ABANDONMENT AS RESIGNATION

The City deems an employee to have resigned from their position if they are absent for five (5) consecutive scheduled workdays/shifts without prior authorization and without notification during the period of the absence. The employee will be given written notice, at their address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for the employee's unauthorized absence. An employee who promptly responds to the agency's written notice, within the timeframe set forth in the written notice, can arrange for an appointment with the Administrative Services Officer, City Manager, or their designee before final action is taken, to explain the unauthorized absence and failure of notification. An employee separated for job abandonment will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. With the exception of Memorandum of Understanding guidelines, no employee separated for job abandonment has the right to a post-separation appeal.

104.3.2 RETIREMENT

An employee planning to retire may provide a written notice to the Administrative Services Officer or their designee prior to the effective date of the retirement. A notice of retirement becomes final when the Administrative Services Officer or their designee accepts the notice of retirement in writing. Once a notice of retirement has been accepted, it is final and irrevocable.

Employees nearing retirement should contact CalPERS directly to confirm eligibility and to obtain information regarding the retirement process.

105. GENERAL EMPLOYMENT GUIDELINES

105.1 WORKERS' COMPENSATION

The City, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax free, to replace lost wages;
- Assistance to help qualified injured employees return to suitable employment.

To ensure that employees receive any workers' compensation benefits to which they may be entitled, an employee will need to:

- Immediately report any work-related injury to their supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written *Employee's Claim for Workers' Compensation Benefits* (DWC Form 1) and return it to the Administrative Services Officer, the City Manager, or their designee;
- Provide the Administrative Services Officer with a certification from the employee's approved health care provider regarding the need for workers' compensation disability leave, as well as the eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to their same position held at the time the leave began, or to an equivalent position, if available. An employee returning from workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off, had they not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the City's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of their job because of a physical or mental disability, the City's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act and the Fair Employment and Housing Act.

The law requires the City to notify the workers' compensation insurance of any concerns of false or fraudulent claims.

105.1.1 CITY-PROVIDED MEDICAL TREATMENT

The City provides medical treatment for work-related injuries through a provider that the City has chosen to provide medical care to injured employees because of their experience in treating work-related injuries.

105.1.2 WORKERS' COMPENSATION AND CFRA

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under CFRA will be placed on CFRA during the time they are disabled and not released to return to work. The leave under these laws may run concurrently. Unless exceptions apply, eligible employees will be on CFRA for a maximum of 12 weeks in a 12-month period starting from date leave is first taken.

105.2 EMPLOYMENT OF RELATIVES, SPOUSES, DOMESTIC PARTNERS

The City regulates the employment and placement of relatives, spouses, and domestic partners so as to avoid conflicts of interest, the appearance of conflicts of interest, and to promote safety, security, supervision and morale.

Relatives of employees may be eligible for employment with the City only if individuals involved do not work in a direct supervisory relationship. "Supervisory relationship" means one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to their City appointment.

The City defines "relatives" for this purpose as spouses, registered domestic partners, children, siblings and half-siblings, parents, grandparents, uncles and aunts, nieces and nephews, in-laws of the family members identified here (e.g., daughter-in-law, brother-in-law, mother-in-law).

Present employees who marry or become registered domestic partners will be permitted to continue working in the position held only if they do not work in a direct supervisory relationship with one another. If two City employees in a supervisory relationship later become spouses or domestic partners, the City Manager has discretion to transfer one of the employees to a similar position outside of the supervisory relationship. Although the wishes of the two employees will be considered, the City Manager retains sole discretion to determine which employee will be transferred based upon City needs for supervision, safety, security or morale. Any such transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal, or pre-or post-disciplinary appeal due process.

If continuing employment of both employees, who work in a supervisory relationship and who later become spouses or domestic partners, cannot be accommodated in a manner the City Manager finds to be consistent with the City's promotion of supervision, safety, security, or morale, then the City Manager will attempt to reassign first if possible but may separate one employee from City employment if no reasonable alternative exists. Absent the resignation of one employee, the less senior employee will be separated. Any such separation is not considered to be disciplinary and is not subject to any grievance or appeal, or pre-or post-disciplinary appeal due process. For represented employees, any transfer, separation, or change in compensation resulting from application of this policy remains subject to the grievance procedures contained in the applicable Memorandum of Understanding.

105.3 NAMES AND ADDRESSES POLICY

The City is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the City in the event of a name or address change.

105.4 OPEN-DOOR POLICY

Suggestions for improving the City are always welcome. At some time, an employee may have a complaint, suggestion, or question about their job, their working conditions, or the treatment they are receiving.

If an employee has a complaint, suggestion or question, the employee should speak with their immediate supervisor as soon as possible. If the employee is not comfortable speaking to their immediate supervisor, they should bring the issue to the City Manager or any other member of management.

If the employee has raised the issue with their supervisor or a member of City management and the problem persists, the employee should inform their supervisor or the manager to whom the issue was previously arranged, who may refer the matter to investigation or offer a possible solution or explanation, as may be appropriate.

While a written complaint will assist the City in investigating employee concerns, employees are not required to put a complaint in writing. If an employee needs assistance with a complaint, or prefers to make a complaint in person, the employee may also contact the Administrative Services Officer or their designee.

This procedure, which we believe is important for both employees and the City, may not guarantee that every problem will be resolved to the employee's satisfaction. The City values employee observations and employees should feel free to raise issues of concern without the fear of retaliation as the City adheres to a strict policy prohibiting retaliation.

105.5 HARASSMENT, DISCRIMINATION AND RETALIATION PREVENTION

The City is an equal opportunity employer. The City is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), sex, race, religion (including religious dress and grooming practices), color, gender (including gender identity, gender expression and transgender), national origin (including related to language use), ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age (over 40), sexual orientation, military and veteran status or any other basis protected by federal, state or local law or ordinance or regulation. It also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

The City has zero tolerance for any conduct that violates this policy. Conduct need not violate either federal or state law in order to constitute a violation of this policy.

A single act by a City employee may constitute a violation of this policy and provide sufficient grounds for the City to discipline the City employee.

This policy establishes a complaint procedure by which the City will investigate and resolve complaints of discrimination, harassment, and retaliation by and against covered individuals. The City encourages all covered individuals to report any conduct that they believe violates this policy as soon as possible.

105.5.1 COVERED INDIVIDUALS AND SCOPE OF POLICY

This policy applies to the following individuals: applicants for employment at the City; any employee of the City, regardless of rank or title, including supervisors, managers; elected or appointed officials of the City; and vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom employees come into contact while working for the City.

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

This policy prohibits discrimination, harassment or retaliation for the following reasons: (1) an individual's protected classification; (2) the perception that an individual has a protected classification; or (3) the individual associates with a person who has or is perceived to have a protected classification.

This policy also prohibits discrimination, harassment, and retaliation because of an individual's protected activity.

Protected activity includes, but is not limited to, the following activity: (1) making a request for accommodation for a disability; (2) making a request for accommodation for religious beliefs; (3) making a complaint under this policy; (4) opposing violations of this policy; or (5) participating in an investigation under this policy.

105.5.2 HARASSMENT PREVENTION

This policy prohibits harassment of a covered individual because of the individual's actual or perceived protected classification. Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes, offensive speech, or comments, slurs or unwanted advances made on the basis of the individual's protected classification. This includes, but is not limited to, invitations, comments, stories, posts, messages, and jokes about appearance, dress, physical features, gender identification, and race.

Visual displays such as derogatory, offensive or inappropriate posters, photography, cartoons, drawings or gestures related to a protected classification.

- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis. This includes, but is not limited to, pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts.
- Threats and demands to submit to sexual requests or sexual advances as a term or condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by City policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment, but harassment based on any protected category.

105.5.3 OTHER EXAMPLES OF CONDUCT THAT MIGHT CONSTITUTE HARASSMENT

Threats or other conduct which in any way create a hostile environment, impair agency operation; or frighten, alarm, or inhibit others are prohibited. Psychological intimidation or harassment includes making statements which are false, malicious, disparaging, or derogatory, rude, disrespectful, abusive, obnoxious, insubordinate, or which have the intent to hurt others' reputations.

Harassment includes conduct that another individual who is a member of the protected classification would find unwelcome or unwanted. Harassment may include the following:

- (a) Conduct that is not intended as to harass. Conduct may violate this policy if the conduct is directed at or implicates a protected classification and the recipient finds the conduct to be offensive or inappropriate, even if its well-intentioned conduct (*e.g.*, gifts, over-attention, endearing nicknames, hugs).
- (b) Conduct to which the recipient appears to have consented. The City does not recognize as a defense that the recipient appeared to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest offensive or inappropriate conduct for many legitimate reasons, including, but not limited to, the need to avoid being perceived as insubordinate or to avoid being ostracized or subjected to retaliation.
- (c) Conduct about which no employees previously complained. The fact that no employee previously complained about the same or substantially similar conduct does not mean that the conduct is inoffensive or appropriate nor does that fact preclude an employee from complaining about such conduct if it is repeated.
- (d) Conduct witnessed by a third party or about which a third party learns, even if they did not witness such conduct. Visual, verbal, or physical conduct between two (2) people who do not find such conduct to be offensive or inappropriate may constitute harassment of a third party witnesses such conduct or learns about the conduct later and finds the conduct to be offensive or inappropriate. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.
- (e) Conduct can constitute harassment even if the individual has no intention to harass. Conduct that may be well-intentioned conduct (*e.g.*, gifts, over-attention, endearing nicknames, hugs) may nevertheless constitute harassment if the conduct is directed at, or implicates a protected classification, and if the individual finds such conduct inappropriate or offensive.

105.5.4 NON-DISCRIMINATION

The City is committed to compliance with all applicable laws providing equal employment opportunities.

This policy prohibits treating a covered individual differently and adversely because of the individual's actual or perceived protected classification; because the individual associates with a person who is or is perceived to be a member of a protected classification; or because the individual participates in a protected activity as defined in this policy.

105.5.5 ANTI-RETALIATION

Retaliation occurs when an employer takes adverse action against a covered individual because of the individual's protected activity as defined in this policy.

"Adverse action" may include, but is not limited to, the following actions: (1) disciplinary action; (2) counseling; (3) taking sides because an individual has reported harassment or discrimination; (4) spreading rumors about a complainant or about someone who supports or assists the complainant or who participates in the investigation; (5) shunning or avoiding an individual who reports harassment or discrimination; or (6) making real or implied threats of intimidation to prevent or deter an individual from reporting harassment or discrimination.

105.5.6 COMPLAINT PROCESS

A covered individual who believes that they have been the subject of harassment, discrimination, retaliation or other prohibited conduct, may make a complaint, either orally or in writing, to the individual's supervisor, any other City supervisor, the City Manager, City Attorney, or the Administrative Services Officer as soon as possible after the incident. If an employee needs assistance with a complaint, or prefers to make a complaint in person, the employee should contact the Administrative Services Officer.

An employee making a complaint should provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. The City prefers written complaints; however, written complaints are not mandatory.

The City encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

Employees also should be aware that the Federal Equal Employment Opportunity Commission and the California Civil Rights Department investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If an employee thinks they have been harassed or discriminated against or that they have been retaliated against for resisting, complaining or participating in an investigation, the employee may file a complaint with the appropriate agency. The nearest office can be

found by visiting the agency websites at <https://calcivilrights.ca.gov/> and www.eeoc.gov. Employees may also check the posters that are located on City bulletin boards for EEOC and CRD office locations and telephone numbers.

Supervisors must immediately refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to the City Manager so the City can try to resolve the complaint.

When the City receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. The Administrative Services Officer or their designee will complete and/or delegate the following steps:

1. Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will usually include interviews with the following individuals: (a) the complainant; (b) the accused (i.e., the subject of the investigation); (c) witnesses to the conduct at issue in the complaint; and (d) other persons who have relevant knowledge concerning the allegations in the complaint.
2. Review the factual information gathered during the investigation to determine whether the alleged conduct violated the policy giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
3. Prepare a summary report of the determination as to whether the conduct violated this policy and provide such report to the appointing authority (City Manager). If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.
4. If conduct in violation of this policy occurred, take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.
5. Take reasonable steps to protect the complainant from further harassment, discrimination or retaliation.

If the Administrative Services Officer is accused, or a witness to the events at issue, the City Manager or an individual with higher authority will complete and/or delegate the above enumerated steps. If the City Manager is accused, the City Attorney will complete and/or delegate the above enumerated steps.

The City takes a proactive approach to potential policy violations and will conduct an investigation if its supervisory or management employees become aware that harassment, discrimination or retaliation occurred or may be occurring, regardless of whether the recipient or third party reports a potential violation.

The City will maintain confidentiality to the extent possible. The City cannot promise complete confidentiality in every circumstance because the City's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

The City expressly prohibits an employee who is interviewed during the course of an investigation from attempting to influence other employees, including employees who may have witnessed the underlying conduct at issue, while the investigation is open and ongoing.

An employee may discuss their interview with a designated representative from the employee's employee organization and/or the employee's legal representative. The City will not disclose a completed investigation report except as it deems necessary to support disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

105.5.7 EMPLOYEE RESPONSIBILITIES

(a) Each non-supervisor or non-manager is responsible for the following:

- 1) Treating all individuals in the workplace or on City worksites with respect and consideration.
- 2) Modeling behavior that conforms to this policy.
- 3) Participating in periodic trainings on personnel matters.
- 4) Cooperating with the City's investigations pursuant to this policy by responding fully and truthfully and in a timely manner to all questions posed during the investigation.
- 5) Taking no action to influence the complainant or any potential witness while the City's investigation is ongoing.
- 6) Reporting any act, they believe in good faith constitutes harassment, discrimination or retaliation as defined in this policy, to their immediate supervisor or manager, or Administrative Services Officer, or the City Manager.

(b) In addition to the responsibilities listed above, each manager and supervisor are responsible for the following:

- 1) Informing employees under their supervision of this policy.
- 2) Taking all steps necessary to prevent harassment, discrimination and

- retaliation from occurring, including, but not limited to, monitoring the work environment and taking immediate and appropriate action to stop violations (e.g., removing inappropriate pictures or correcting inappropriate language).
- 3) Receiving and responding to complaints in a uniformly fair and serious manner
 - 4) Documenting the steps taken to resolve such complaints.
 - 5) Following up with those who have complained to ensure that the offensive conduct about which they complained has stopped and that there have been no reprisals or retaliation or threats of reprisals or retaliation.
 - 6) Informing those who complain about harassment and/or discrimination of their option to contact the EEOC or CRD and file a complaint about such activity.
 - 7) Assisting and/or advising employees regarding this policy.
 - 8) Assisting in the investigation of complaints involving subordinate employee(s).
 - 9) Where a complaint is substantiated, assisting in the development of a recommendation concerning an appropriate corrective or disciplinary action in accordance with these policies.
 - 10) Implementing appropriate corrective or disciplinary actions.
 - 11) Reporting potential violations of this policy to the Administrative Services Officer or their designee, regardless of whether an employee complained about such conduct.
 - 12) Participating in periodic training and scheduling employees for training.

105.6 REASONABLE ACCOMMODATION AND INTERACTIVE PROCESS

Absent the imposition of undue hardship to the City or its operations or the existence of a direct threat to either the health and safety of employees requesting the accommodation or others, the City will provide employment-related accommodations to the following employees and applicants for employment:

- (a) Qualified individuals with disabilities, both applicants and employees, to enable them to perform essential job functions; and
- (b) Employees with conditions related to pregnancy, childbirth, or a related medical condition, if she requests, and with the advice of her health care provider; and

- (c) Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and
- (d) Employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement.

105.6.1 REASONABLE MEDICAL DOCUMENTATION OF DISABILITY

If the disability or the need for reasonable accommodation is not obvious, the City may require the individual requesting such accommodation to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the City will do the following: (1) explain the insufficiency of the documentation provided; (2) allow the employee or applicant to supplement the documentation in order to remedy the issue with the documentation provided; and (3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.

105.6.2 MEDICAL CERTIFICATION INDICATING THE NEED FOR A REASONABLE ACCOMMODATION OR TRANSFER DUE TO PREGNANCY OR RELATED CONDITIONS

If a pregnant employee, or an employee with a pregnancy-related condition, requests reasonable accommodation or transfer due to pregnancy, the City will provide the employee with notice of the need for a medical certification within two business days after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: (1) a description of the requested accommodation or transfer; (2) a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and (3) the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.

105.6.3 CERTIFICATION OF VICTIM STATUS

An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for their safety while at work must provide both of the following:

- (a) A written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and
- (b) A certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: a police report

indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional, counselor, or victim advocate that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.

105.6.4 INTERACTIVE PROCESS

The Administrative Services Officer or their designee will initiate the interactive process when:

- (a) An applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s);
- (b) The City otherwise becomes aware of the need for accommodation through a third party (e.g., a doctor's note requesting accommodation), or by observation of the employee's work;
- (c) The City becomes aware of the possible need for accommodation because the employee with a disability has exhausted workers' compensation leave, CFRA leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation;
- (d) An employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of her health care provider;
- (e) An employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave;
- (f) An employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for their safety at work;
- (g) An employee requests reasonable accommodation to address a conflict between religious belief, observance, or practice and any employment requirement; or
- (h) An employer is aware of the need for reasonable accommodation for an employee or applicant's religious beliefs, observance or practices.

Any job applicant or employee who requires reasonable accommodation in order to perform the essential functions of the job should contact the Administrative Services Officer or their designee and discuss the need for an accommodation.

105.6.5 INTERACTIVE COMMUNICATION

After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, the Administrative Services Officer or their designee will promptly arrange for a discussion or discussions, in person or via conference telephone call, with the applicant or employee and their designated representative, (if any). The purpose of the interactive communication will be to discuss in good faith all feasible potential reasonable accommodations. The Administrative Services Officer or their designee will document these communications in writing.

105.6.6 POTENTIAL ACCOMMODATIONS FOR APPLICANTS OR EMPLOYEES WITH DISABILITIES

Depending on the facts of each case, the interactive process analysis will generally begin with a review of possible reasonable accommodations that would enable the individual to retain their current job. The process will generally then move on to possible reasonable accommodations in other vacant jobs, for which the individual is qualified, if there is no reasonable accommodation in the current job that does not cause undue hardship, or that does not present a risk of harm to the individual or others. The City will consider accommodations that the applicant or employee suggests but has the right to select and implement any reasonable accommodation that it deems effective. The range of potential reasonable accommodations includes, but is not limited to, the following:

- (a) Making existing facilities used by employees readily accessible to, and usable by, individuals with disabilities, including, but not limited to, the following: acquisition or modification of equipment or devices; adjustment or modifications of examinations, training materials or policies; and/or the provision of qualified readers or interpreters;
- (b) Job restructuring;
- (c) Part-time or modified work schedules;
- (d) Paid or unpaid leave of absence of a finite duration that is likely to enable the employee to return to work at the end of the leave;
- (e) Preferential consideration to reassignment to a vacant, comparable position, except when such preference would violate a bona fide seniority system;
- (f) Reassignment to a vacant lower-paid position if there is no funded, vacant comparable position for which the individual is qualified for; or
- (g) Reassignment to a temporary position, if the individual agrees.

105.6.7 POTENTIAL ACCOMMODATIONS FOR EMPLOYEES AFFECTED BY PREGNANCY AND RELATED CONDITIONS

Depending on the facts of each case, the interactive process will attempt to identify and implement a reasonable accommodation that is consistent with the medical certification applicable to the applicant or employee. Whether accommodation is reasonable is a case-by-case analysis that takes into account several factors, including, but not limited to the employee's medical needs; the duration of the needed accommodation; and the employer's legally permissible past and current practices. The range of potential accommodations includes, but is not limited to, the following:

- (a) Transfer to a less strenuous or hazardous position for the duration of the pregnancy;
- (b) Change in or restructuring of work duties, such as modifying lifting requirements;
- (c) Providing more frequent breaks;
- (d) Providing seating;
- (e) Time off for medical appointments; and
- (f) Transfer temporarily to a job with equivalent pay and benefits that the employee is qualified to perform in order to accommodate reduced work schedule or intermittent leave. However, a reduction in work hours may be considered a form of pregnancy disability leave and deducted from the employee's four (4) month pregnancy disability leave entitlement.

105.6.8 POTENTIAL ACCOMMODATIONS FOR EMPLOYEE-VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

Depending on the facts of each individual case, the interactive process analysis will review all possible accommodations that would enhance the safety of the employee victim at work. In determining what accommodation is reasonable, the City will consider the exigent circumstance or danger facing the employee. The City will consider the preferences of the employee to be accommodated but has the right to select and implement any accommodation that it deems effective. The range of potential safety measure accommodations includes, but is not limited to, the following:

- (a) Transfer, reassignment, modified schedule;
- (b) Change in work telephone number;
- (c) Change in location of work station;
- (d) Installation of locks;

- (e) Assistance in documenting domestic violence, sexual assault, stalking, or a crime that occurs in the workplace;
- (f) The implementation of a safety procedure(s);
- (g) Adjustment to job structure, workplace facility, or work requirement; and
- (h) Referral to a victim assistance organization.

105.6.9 POTENTIAL ACCOMMODATIONS FOR RELIGIOUS CREED, DRESS PRACTICE, OR GROOMING PRACTICE

Depending on the facts of each case, the interactive process analysis will review all possible accommodations that would resolve the conflict between the religious belief or observance and any employment requirement. The City will consider the preference of the employee or applicant, but has the right to select and implement any accommodation that it deems effective. The range of potential accommodations includes, but is not limited to, the following:

- (a) Job restructuring or job reassignment (but not segregation from other employees or the public);
- (b) Modification of work practices, including dress or grooming;
- (c) Allowing time off in an amount equal to the amount of non-regularly scheduled time the employee has worked in order to avoid a conflict with their religious observances; and
- (d) Allowing alternatives to union membership or payment of union dues.

105.6.10 DETERMINATION

After the interactive process communications, the Administrative Services Officer or their designee will review the information received, and determine: whether all available information has been reviewed; whether all potential accommodations that the applicant or employee has suggested have been considered; whether additional discussions with the applicant or employee would be helpful; whether the applicant's or employee's preferences have been taken into account; if there is a reasonable accommodation that would enable the applicant or employee to perform essential job functions without harming themselves or others; and if the accommodations would pose an undue hardship on City finances or operations. The Administrative Services Officer or their designee will inform the applicant or employee of their determination in writing. The Administrative Services Officer or their designee will use their discretion based upon the particular facts of each case.

The City will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

105.6.11 FITNESS FOR DUTY EXAMINATIONS

Applicants

After the City extends a conditional offer of employment to an applicant, the City may require the applicant to submit to a fitness for duty examination that is job-related, necessary for efficient operations of the agency, and required of all applicants for the job classification. The City will notify an applicant or employee who is required to pass a medical and/or psychological examination of their right to obtain a second opinion at their expense and that they may submit such second opinions for consideration.

Current Employees

The Administrative Services Officer or their designee may require an employee to submit to a fitness for duty examination in order to determine whether the employee has a disability and is able to perform the essential functions of their job when there is objective evidence of the following:

- (a) The employee's ability to perform one or more essential functions of their job may be impaired; or
- (b) An employee's observable behavior could cause a reasonable person to question whether an employee is still capable of performing one or more of their essential job duties or is still capable of performing those duties in a manner that does not pose a direct threat to the health or safety of themselves or others.

105.6.12 ROLE OF HEALTH CARE PROVIDER IN FITNESS FOR DUTY EXAMINATIONS

The City may request the applicant's or employee's health care provider to conduct a fitness for duty exam on the applicant or employee or may request a City-selected health care provider to do so at the City's expense. The City will allow an employee paid time off to attend the exam. The City will provide the health care provider with a letter requesting a fitness for duty examination and a written description of the essential functions of the job. The examination will be limited to determining whether the applicant or employee can perform the essential functions of their position and any work restrictions and/or functional limitations that apply to the applicant or employee. The health care provider will examine the employee and provide the City with non-confidential information regarding whether:

- (a) The applicant or employee has a disability within the meaning of the FEHA;

- (b) The applicant or employee is fit to perform essential job functions;
- (c) Workplace restrictions or functional limitations apply to the applicant or employee, and the duration of the work restrictions or functional limitations;
- (d) There are any reasonable accommodations that would enable the employee to perform essential job functions; and
- (e) The employee's continued employment poses a threat to the health and safety of themselves or others.

Should the health care provider exceed the scope of the City's request and provide confidential health information, without valid consent of the applicant or employee, the City will return the report to the health care provider and request another report that includes only the non-confidential fitness for duty information that the City has requested.

105.6.13 AUTHORIZATION FOR USE OF MEDICAL INFORMATION

During the course of a fitness for duty examination, the City will not seek or use information regarding an employee's medical history, diagnoses, or course of treatment without an employee's written authorization.

If an employee or applicant submits medical information to the City from their own health care provider, the Administrative Services Officer will not forward that information on to the health care provider who conducted the examination for the City, without the employee or applicant's written authorization.

Upon receipt of the written authorization, the Administrative Services Officer or their designee will request the City-paid health care provider to determine whether the information alters the original fitness for duty assessment.

105.6.14 ACCESS TO MEDICAL INFORMATION REGARDING FITNESS FOR DUTY

Medical records and information regarding fitness for duty, or the need for an accommodation, will be maintained separately from non-medical records and information. Medical records and information regarding fitness for duty and the need for accommodation will be accessible only by the Administrative Services Officer, the City's legal counsel, first aid and safety personnel in case of emergency, and supervisors who are responsible for identifying reasonable accommodations. Medical records and information contained therein may be released pursuant to federal and state law.

105.7 WHISTLEBLOWER POLICY

105.7.1 POLICY

It is critical that the City foster and maintain a workplace with a high ethical standard of conduct in all activities and conduct its business in a fair, effective, efficient, and transparent manner. Further, the City must protect its assets and resources from fraudulent, illegal, and dishonest activities by maintaining effective internal controls, and by identifying and investigating any possibility of fraud or other improper activities. To this end, this Whistleblower Policy ("Policy") establishes procedures for City employees to report alleged illegal, fraudulent, and/or improper activity by City employees and to assure that such reports do not result in retaliation by the City.

Community members and City employees are encouraged to report good faith suspicions of misconduct by City employees and any misuse of City property or resources. Any City employee who makes such a good faith report is protected against adverse employment actions by the City for raising such allegations and shall not suffer any reprisals or retaliation by the City for making the report, whether or not the allegations are sustained. The whistleblower must exercise sound judgment to avoid baseless allegations. The intentional filing of a false report itself is considered an improper governmental activity which the City has the right to act upon.

The City prohibits all of the following conduct by City employees and officials:

- (a) Taking any retaliatory adverse employment action against an employee because the employee has or is believed to have disclosed information to any government or law enforcement agency, including to the City if the employee has reasonable cause to believe that the information discloses a violation of federal or state law, or a violation or noncompliance with a local, state, or federal rule or regulation;
- (b) Preventing an employee from disclosing information to a government agency, including to the City, if the employee has reasonable cause to believe that the information discloses a violation of federal or state law, or a violation or noncompliance with a local, state, or federal rule or regulation;
- (c) Retaliating against an employee for refusing to participate in any activity that would result in a violation of federal or state law, or a violation or noncompliance with a local, state, or federal rule or regulation; and
- (d) Retaliating against an employee because the employee's family member has or is perceived to have engaged in any of the protected activities listed in (a)-(c) above.

105.7.2 PROHIBITED ACTIVITIES

Report information related to prohibited activities, including but not limited to:

- Violation of any law, regulation, ordinance.
- Conflict of interest.
- Fraud, waste, or misuse of City property, resources, or time.
- Abuse of authority.
- Creation of a specific and substantial danger to public health or safety by failing to perform duties required by the City position held.
- Theft, misuse of, or misappropriation of City resources, property, information, assets or funds, or an attempt to do any of the same.
- Intentional falsification of records (including failure to disclose material facts or making of false or misleading entries or statements with the intent to deceive on any City document or other official document, report, or form, including but not limited to, City financial records and environmental regulatory reporting), or the willful and unauthorized destruction and/or mutilation of any City document or other official document, report, or form, including City financial records.
- Intentionally submitting false claims for payment or reimbursement.
- Knowingly submitting and/or signing a timesheet that contains false information.
- Forgery or intentional unauthorized alteration of a City document or other official document, application, report, or form, including but not limited to, City financial documents.
- Improprieties in the handling or reporting of financial transactions for the City.
- Authorizing or receiving payment by the City for goods not received or services not performed.
- Computer-related activity involving unauthorized alteration, destruction of data, forgery, or manipulation of data or misappropriation of City-owned software.

105.7.3 DEFINITIONS

“Protected activity” means any of the following activities:

- (a) Filing a complaint with a federal or state enforcement or administrative agency that discloses any information that the employee has reasonable cause to believe violates federal or state law or a violation or noncompliance with a local, state, or federal rule or regulation;

- (b) Participating in or cooperating in good faith with a local, federal or state enforcement agency that is conducting an investigation in to alleged unlawful activity;
- (c) Testifying in good faith and with reasonable cause as a party, witness, or accused regarding alleged unlawful activity;
- (d) Associating with another covered individual who is engaged in any of the protected activities enumerated here;
- (e) Making or filing in good faith and with reasonable cause an internal complaint with the City regarding alleged unlawful activity;
- (f) Providing informal notice to the City regarding alleged unlawful activity;
- (g) Calling a governmental agency's "whistleblower hotline" in good faith;
- (h) Filing a written complaint under penalty of perjury that the City has engaged in gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety; and
- (i) Refusing to participate in any activity that the employee reasonably believes would result in a violation of federal or state law, or a violation or noncompliance with a local, state, or federal rule or regulation.

"Adverse action" means, but is not limited to, the following actions:

- (a) Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of actual or potential protected activity;
- (b) Refusing to hire an individual because of actual or potential protected activity;
- (c) Denying promotion to an individual because of actual or potential protected activity;
- (d) Taking any form of disciplinary action because of actual or potential protected activity;
- (e) Extending a probationary period because of actual or potential protected activity;
- (f) Altering work schedules or work assignments because of actual or potential protected activity;
- (g) Condoning hostility and criticism of co-workers and third parties because of actual or protected activity;

- (h) Spreading rumors about a person because of that person's actual or perceived protected activity; and
- (i) Shunning or unreasonably avoiding a person because of that person's actual or perceived protected activity.

105.7.4 WHISTLEBLOWER COMPLAINT PROCEDURES

A complaint filed under this policy should be filed as soon as possible after the complaining individual becomes aware of the act or event which is subject of the complaint.

If a City employee is making the report, the employee should make the report to the employee's supervisor, City Manager, or if necessary the appropriate agency in charge. If the complaint is not against the supervisor, and action is within the supervisor's authority, the supervisor should take all actions necessary to curtail the behavior and determine the appropriate consequences and then inform the City Manager. If the action is not within the supervisor's authority, the supervisor should immediately report the matter to the City Manager.

If a City employee is making a report that involves alleged misconduct by their supervisor, the employee should report the matter directly to the Administrative Services Officer, the City Attorney, or the City Manager.

If someone other than a City employee is making the report, the report should be made to the Administrative Services Officer, the City Attorney, or the City Manager who will then follow up on the matter.

Although every effort will be made to protect the anonymity of the whistleblower, there may be situations where anonymity cannot be guaranteed.

Employees may but are not required to use of the "Whistleblower Complaint Form" (located on the City website "Complaint Handling Process"; or in City Hall; see attached form) to report a complaint under this policy. Employees may use the following email address to file the form:

whistleblower@colfax-ca.gov ;

or mail to:

City of Colfax
Attention: Whistleblower Program
PO Box 702
Colfax, CA 95713.

105.7.5 RETALIATION COMPLAINT PROCEDURE

Any applicant or employee who feels they have been retaliated against in violation of this policy should immediately report the conduct according to the complaint procedure in the City's policy against discrimination, harassment, and retaliation so that the complaint can be resolved fairly and quickly. Supervisors and managers have the same responsibilities as defined in the policy against discrimination, harassment, and retaliation.

Any City officer or employee who violates this policy shall be subject to discipline, up to and including dismissal. Under Section 1102.5 of the Government Code, any officer, manager, or supervisor who violates this policy with malicious intent may be subject to a fine not to exceed \$10,000 and imprisonment in county jail for up to a period of one year. In addition to all penalties provided by law, any local officer, manager, or supervisor who has been found by a court to have violated this policy and the State law under which it is promulgated may be individually liable for damages in an action brought against them by the injured employee.

105.8 PERFORMANCE EVALUATIONS

Each non-probationary employee will receive annual performance reviews conducted by their supervisor. Performance evaluations will take place within 30 days of the employee's salary anniversary date. Additional performance evaluations may be prepared at any time the City Manager or supervisor deems necessary. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Employee performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of areas of progress, areas for improvement, and objectives or goals for future work performance. Merit increase approvals will only be implemented after the employee has received a satisfactory or better rating justifying such an increase. Employees who receive late evaluations that are satisfactory or above shall receive retroactive pay back to their salary anniversary date.

On or about the completion of six (6) months of a probationary period, and again at any point prior to separation or the successful completion of the probationary period, the probationary employee's supervisor will prepare and sign a performance evaluation. The purpose of the probationary performance evaluation is to chart the probationer's progress toward meeting the standards of their position.

Employees will have the opportunity to discuss their performance with their supervisor. Employees will be encouraged to comment about their work performance in a written statement attached to the appraisal. After the review, employees will sign the evaluation report simply to acknowledge that it has been presented to the employee, that

they have discussed it with their supervisor, and that they are aware of its contents. Employees will receive a copy of the evaluation, and the original will be placed in their personnel file.

An employee does not have the right to appeal or submit a grievance regarding any matter relating to the content of a performance evaluation unless merit pay is associated with the evaluation for represented employees only (see Memorandum of Understanding). Instead, the employee may comment on the evaluation in a written statement which will then be placed with the evaluation in the employee's personnel file. The written statement must be submitted within 10 days after the employee receives the evaluation.

105.9 PERSONNEL RECORDS

The City maintains a personnel file for each City employee with the title of position held, department, salary, changes in employment status, and other pertinent information. A personnel file will contain only material that the City deems necessary and relevant or that is required by law. The file may include performance evaluations, educational records, and letters of recommendation and discipline.

The City shall furnish copies of evaluations and reprimands to the employee prior to placement of such documents in their personnel file.

Personnel files are the property of the City, and access to the information they contain is restricted to protect employee privacy interests. Personnel files may only be accessed by the Administrative Services Officer, City Manager, and the employee's Department Head.

The contents of your personnel file are available in the Administrative Services Officer's office for your review with sufficient written notice to the Administrative Services Officer or their designee. A former employee is entitled to inspect their personnel records one time per year. The inspection must occur in the presence of the Administrative Services Officer or their designee. If the current or former employee wishes to have another person/representative inspect their personnel file, they must provide the person/representative with written authorization. The Administrative Services Officer or their designee will notify the employee and/or representative of the date, time and place of the inspection in writing.

A current or former employee is entitled to receive a copy of their personnel records within 30 days after the Administrative Services Officer or their designee receives a written request. An employee may request one copy of any document in their file at no cost. Subsequent copies can be obtained at the copy fee established in the City Fee Schedule, which is available at City hall. Prior to making a copy of personnel records or allowing inspection, the City may redact the names of nonsupervisory employees. Under no circumstances will the City provide access or copying of the following categories of personnel file documents: (1) records relating to the investigation of a possible criminal offense; (2) letters of reference; and (3) ratings, reports, or records that were obtained

prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.

No person inspecting a personnel file is permitted to add or remove any document or other item to or from the personnel file.

Each employee is responsible for promptly notifying the Administrative Services Officer or their designee of any changes in their contact and benefits information, including: (1) mailing address; (2) telephone number; (3) persons to contact in emergency; and (4) number and names of dependents.

All medical information about an employee or applicant is kept in separate medical file and is treated as confidential. Access to employee or applicant for employment medical information shall be strictly limited to only those with a legitimate need to have such information for City business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

If an employee wishes to have information other than title of position held, department, salary, and changes in employment status regarding their work history released to prospective employers, creditors, or others, the employee must file a written authorization with the Administrative Services Officer or their designee.

105.10 CITY PROPERTY

105.10.1 TECHNOLOGY POLICY

Employees are expected to use electronic communication devices legally, ethically and in an appropriate manner that best represents the City of Colfax. The City of Colfax's policies against sexual or other harassment apply fully to all electronic communications systems, and any violation of those policies is grounds for discipline including discharge. In addition, employees are prohibited from sending, receiving, displaying, printing, or otherwise disseminating material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful, inappropriate, offensive, or disruptive to City activities. Employees are also prohibited from downloading such material from the internet or displaying or storing such material in the City's computers or servers. Employees encountering or receiving this kind of material should immediately report the incident to their supervisor, the Administrative Services Officer, or the City Manager.

Employees are expected to remain respectful of the City, its managers and employees, and the public in any electronic communications. Violations of any of these provisions may result in disciplinary action, up to and including discharge.

Use of City Property, Equipment, and Technology

Employees should not use any City property or equipment, including, but not limited to vehicles and technology, for their personal use, except when it is reasonable so as not to interfere with the performance of job duties or when such use does not violate other City policies. Employees are responsible for the condition and care of City equipment. Careless use of City property, equipment, vehicles and technology that results in loss, damage or any other violation of policy or procedure may result in disciplinary action, up to and including termination.

Telephones and Cell Phones

The City recognizes that employees will occasionally need to place and receive personal phone calls or text messages during the workday. In all cases, personal calls and text messages should be minimal and appropriate so as not to interfere with the performance of duties. The City may review usage of City-issued cell phones for calls and text messages made during working hours, to determine if the employee's personal use is excessive. Excessive personal use of City cell phones may result in reimbursement of charges to the City and/or disciplinary action, up to and including termination.

Employees are not permitted to make personal international telephone calls using City telephones or cell phones, except in emergencies. Employees may place personal international calls, if they use their personal calling card, or call collect.

Employees with cell phones must not use their phones while driving on City business without proper hands-free technology. Safety must come before all other concerns. Regardless of the circumstances, if hands-free options are not available employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. This prohibition includes any use of the cell phone or other wireless communications device, such as answering or placing calls, engaging in conversations, texting, web browsing or using any smart phone application while driving. Writing, sending, or reading text-based communication - including text messaging, instant messaging, e-mail, web browsing and use of smart phone applications - on a wireless device or cell phone while driving is also prohibited under this policy.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. If an employee's job requires that they keep their cell phone or other wireless communication device turned on while driving, the employee must use a hands-free, voice-operated device at all times.

Protection of the City's Electronic Information

For purposes of these policies, the following definitions apply:

- (a) "Computers" are defined as desktop computers, laptops, smart phones, tablets, phablets, and servers.

- (b) The City uses various forms of "electronic communication."
- (c) "Electronic communication" is defined as e-mail, text messaging, fax machines, online services, and other forms of electronic communication.
- (d) "Electronic information" is any information created by an employee using computers or any means of electronic communication.

The following general policies apply:

- Computers and all data transmitted through the City servers are City property owned by the City for the purpose of conducting City business. These items must be maintained according to the City's rules and regulations. Computers must be kept clean and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any City property may be removed from the premises.
- All electronic communications also remain the sole property of the City and are to be used for City business. For example, email communications are considered City records.
- Electronic information created by an employee using any computer or any means of electronic communication is also the property of the City and remains the property of the City.
- Information stored in City computers and servers is the property of the City and may not be distributed outside the City in any form whatsoever without the express permission of the Administrative Services Officer or City Manager.
- Violation of any of the provisions of this policy, whether intentional or not, may subject City employees to disciplinary action, up to and including termination.

Computer and Internet Use

The City provides computers, electronic communications, electronic information, and information technology resources to its employees to help them do their job. The City's email system is an official communication tool for City business. The City establishes and assigns official email addresses to each employee as the City deems necessary. Employees must send all City communications that are sent via email to and from their official City email address. Employees are prohibited from using their private email address when communicating City business via email. Should an email related to City business be sent to an employee's personal email account, the email should be immediately forwarded to the employee's City email account and responded to using the City email address as may be necessary.

Generally, the City's electronic equipment and resources should be used for business-related purposes. The City recognizes that occasional personal use of these City resources and property may occur during work time. The City allows such occasional personal use as long as the usage does not interfere with the employee's work performance, takes away from work time, consumes supplies, slows other users, slows the servers or computer systems, or violates any City policy, including policies against harassment, discrimination and disclosure of confidential or trade secret information.

This policy is not intended to limit the ability of employees to use City email systems to communicate with other employees regarding the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors or staffing.

All policies relating to monitoring usage of City property apply. The City reserves the right to adjust this policy on a case-by-case basis as it deems appropriate.

Monitoring of City Property

Employees understand that they do not have a reasonable expectation of privacy in their use of City property, equipment or technology. Individuals utilizing property and equipment including vehicles, office space, cubicles, desks, building access cards, computers, e-mail, internet, telephones, cell phones, and voicemail systems expressly consent to monitoring of their activities for business needs.

The City reserves the right to inspect all City property to ensure compliance with its rules and regulations without notice to the employee and at any time and not necessarily in the employee's presence. The City computers, all electronic communications, and electronic information are subject to monitoring, and no one should expect privacy regarding such use. The City reserves the right to access, review and monitor electronic files, information, messages, text messages, e-mail, internet history, and other digital archives and to access, review and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of City policy or any law occurs. E-mail may be monitored by the City and there is no expectation of privacy. Assume that e-mail may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as "private."

Employee passwords may be used for purposes of security, but the use of a password does not affect the City's ownership of the electronic information or ability to monitor the information. The City may override an employee's password for any reason.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by City management.

Social Media

The City uses social media in limited circumstances for defined business purposes. For purposes of this policy, the City defines social media as a set of internet tools that aid in

the facilitation of interaction between people online. If an employee has a question about which programs the City deems to be social media, consult with the Administrative Services Officer or City Manager.

Use of internet based social networks, such as Facebook, or X (this is not meant to be an exhaustive list) may be used in furtherance of City goals. Only authorized individuals are allowed to speak/write in the name of the City using the social media tools of the City. The City Manager will authorize in writing if an employee may use these City social media tools to perform their job duties. Authorized individuals using the City social media tools shall identify themselves honestly, accurately and completely and comply with all City policies in using this media.

Employee authorization is limited to business purposes and personal use of these City social media tools or programs is prohibited and can result in discipline up to and including termination. All policies relating to monitoring usage of City property apply.

The following policies apply to employees, volunteers, and interns regarding the use of personal social media accounts:

1. Observe and adhere to all City policies that may apply to individuals' social media use, including but not limited to those policies that protect individuals' confidentiality or privacy rights, anti-discrimination or harassment policies, and the anti-workplace violence policy
2. Follow all applicable laws, including but not limited to those that protect individuals' confidentiality or privacy and those that prohibit discrimination and harassment.
3. Except that which is protected by free speech/first amendment rights excluding slander, libel, and defamation of character, refrain from using social media in any way that could adversely affect employee job performance, the reputation of the City, or adversely affect members of the public served by the City.
4. Refrain from using social media during paid work hours, even if the employee is not actively posting to social media.
5. Refrain from commenting on any matter or issue on behalf of the City or representing that the employee's posts or comments represent the City's opinion on such subjects.

The City also encourages the following best practices with respect to personal social media use:

1. Ensure that employee social media posts are accurate and truthful, and do not contribute to the spread of misinformation or disinformation.

2. Be respectful of others and refrain from attacking others or making unnecessarily negative posts.
3. Protect employee privacy by not posting personal information.
4. Be mindful that what an employee shares, even if later deleted, may not actually be deleted.

Nothing in the City social media policy is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment.

Individuals who violate this Policy may be subject to discipline, up to and including termination.

Employee-Owned Devices

The City recognizes that occasional use of the employee's own computers (including handheld devices) and electronic communications may occur during work time. The City allows such occasional personal use as long as the usage does not interfere with the employee's work performance, takes away from work time or violates any City policy. All other City policies, including the City's no tolerance for discrimination, harassment or retaliation in the workplace, apply. The City reserves the right to adjust this policy on a case-by-case basis as it deems appropriate.

The City does not have the right to search employee personal cell phones. Note, however, employee correspondence related to City business is subject to the Public Records Act, even if it is created and sent on personal devices and email accounts. As described above, communications related to City business should not be sent to or from an employee's personal email account.

Artificial Intelligence ("AI")

For the purposes of this policy, Artificial Intelligence ("AI") means the technology that simulates human intelligence processes using computer systems.

AI encompasses a range of technologies, including machine learning, natural language processing, and robotics. AI allows machines to perform tasks that typically require human intelligence, such as making predictions, recommendations, or decisions. AI systems use machine- and human-based inputs in order to generate information or action. This policy applies to all AI tools, including services, systems, and any other processes that use AI technology.

AI simulates learning (i.e., the acquisition of information), training (i.e., the acquisition of rules for using information), reasoning (i.e., the ability to solve problems and make decisions), and self-correction (i.e., the identification and correction of errors in learning, training and reasoning). The City recognizes the utility of AI in enhancing operational

efficiency. However, the City also recognizes that the use of AI involves risks, including but not limited to safety, security, privacy, bias, and accuracy.

Employees, interns and volunteers of the City may only use AI to promote public service and administer the City's mission. All AI use must conform to the conditions set forth in this policy and any other City policies. No employee, intern, or volunteer shall be exempted from these minimum standards without the express written permission from the City Manager.

The City allows the following limited use of AI tools for the purpose of conducting the City's business. The City may modify these parameters of permissible AI use or revoke permission to use AI at any time in order to meet the City's goals, obligations, or business needs:

1. Employees, interns, and volunteers must receive permission from their supervisor prior to using any AI tool. Any request for permission to use an AI tool must identify the AI tool and the purpose for which the AI tool's use is intended. The AI tool may only be used as specifically permitted by the supervisor,
2. Confidential and sensitive personal information must never be inputted into AI tools in any way. Confidential and sensitive personal information includes any information that the employee is not permitted to share through other means of communicating with the public. Such information includes, but is not limited to a specific person's name, address, email address, telephone number, social security number, or information that alone or in combination with other publicly available information, reveals the identity of the subject of the inputted information. This rule applies regardless of the AI tool's privacy terms or settings.
3. All AI searches must be in "incognito" mode or "opt out" or other similar mode to prevent the AI tool from retaining or using the information provided for the tool or service's use in any manner, including to train or improve the AI tool or service, or to share the information with any third party.
4. All text-based content that was created using AI without modification must be properly labelled as having been generated using AI. All audio and visual media created using AI must be labelled as generated using AI regardless of modifications. Labels must be clearly visible to members of the public reviewing the content.
5. All AI-generated content must be reviewed for accuracy, tone, bias, and context before the content may be published for City purposes. If a reliable source cannot be found to verify factual information generated using AI, that information cannot be used for City purposes.

6. No content fully or partially generated using AI may be claimed as original work.
7. The City expects all employees to possess and exercise good judgment and common sense when conducting City business, such as when using an AI service.

The City expressly prohibits any AI use that discriminates against any individuals, including, but not limited to City employees, interns or volunteers, on the basis of the individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, reproductive health decision-making, or military and veteran status.

Creation of "deepfake" images, video, or audio for City work or on City resources or equipment is strictly prohibited. A "deepfake" is an image, video, or audio record that has been digitally altered to replace one person's likeness with another person, or a computer-generated image or video of a person doing or saying something the person never did or said. Use of "deepfake" images, video, or audio for City work or on City resources or equipment, other than using it as evidence in or as part of an administrative investigation, is also strictly prohibited.

All supervisory and management employees are responsible for overseeing the work product of their subordinates and ensuring that employees abide by the guidelines established in this policy. Individual employees are also responsible for ensuring that their own work product conforms to this policy.

Any violation of this policy may result in disciplinary action, up to and including termination of employment. The terms of this policy are subject to change as AI technology evolves frequently.

105.10.2 DRIVING POLICY

Employees who are required to drive vehicles in the course of their employment must possess a valid driver's license to legally operate the class of vehicle(s) they operate in their employment. The City may require employees who accumulate two violation points in one year, three violation points in two years, or four violation points in three years on their driver's license to attend a defensive driving class. Employees who accumulate five or more violation points on their driver's license will no longer be eligible to drive City vehicles.

The above provisions apply regardless of whether the employee acquired the violation points while driving a City vehicle or while driving off the job.

Employees must comply with California law by mounting their cellphone on the dashboard and using hands-free features, such as voice commands, while driving a City vehicle.

Employees may not hold their cellphone in their hand for any reason, including, but not limited to, navigation, while driving a City vehicle.

Employees under the age of 18 years are prohibited from driving a motor vehicle while using a cell telephone, even if equipped with a hands-free device, or while using a mobile service device. The prohibition would not apply to such a person using a cell telephone or a mobile service device for emergency purposes.

Employees must safely pull off the road before conducting City business.

105.10.3 HOUSEKEEPING

All employees are expected to keep their work areas clean and organized. Employees using common areas such as lunchrooms, locker rooms, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

105.10.4 SMOKING

Smoking is prohibited in the workplace including City buildings, City worksites, City vehicles, and public parks unless in a designated smoke area. The smoking prohibition applies to all smoking devices, including, but not limited to, the use of electronic smoking devices, such as electronic cigarettes, pipes, hookahs, and vaping devices.

105.11 EMPLOYEE CONDUCT

105.11.1 CONFIDENTIAL INFORMATION

Each employee is responsible for safeguarding confidential information obtained during employment. In the course of City employment, employees may have access to protected or confidential information regarding City business, including, but not limited to financial data, development plans or strategies, suppliers, business partners or customers. Employees have a responsibility to prevent revealing or divulging any such information unless it is necessary for the employee to do so in the performance of their duties or as required by law, including in response to Public Records Act Requests.

Access to, or disclosure of, confidential information should be on a "need-to-know" basis and must be authorized by the employee's supervisor. Any breach of this policy will not be tolerated, and legal or disciplinary action may be taken by the City.

This policy does not prohibit employees from disclosing confidential information to federal, state and local government officials, or to an attorney, when done to report or investigate a suspected violation of the law. Employees may also disclose the information in certain court proceedings if specific procedures to protect the information are followed. Nothing in this policy is intended to conflict with 18 U.S.C. § sec. 1833(b) or create liability for disclosures that are expressly allowed by 18 U.S.C. § sec. 1833(b).

Most City documents are subject to the Public Records Act. Requests for documents must be submitted through the Administrative Services Officer or their designee to ensure proper logging of and response to such requests for information.

105.11.2 CONFLICTS OF INTEREST

In compliance with CA Government Code sections 1090 (conflicts of interest), 1126(incompatible activities) and 87100 et seq. (Political Reform Act), all employees must avoid situations involving actual conflict of interest. California Codes are available online.

Personal or romantic involvement with a supplier, City contractor, or subordinate employee of the City, which impairs an employee's ability to exercise good judgment on behalf of the City, can create an actual conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to their immediate supervisor, or any other appropriate supervisor, for a determination about whether an actual conflict exists. If an actual conflict is determined, the City may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action, up to and including termination.

105.11.3 DRESS CODES AND OTHER PERSONAL STANDARDS

Each employee is a representative of the City in the eyes of the public a must report to work in attire appropriate for the assigned duties. Clothing should be neat, clean and tasteful. Avoid clothing that can create a safety hazard. Department managers may issue more specific guidelines. For safety reasons, tank or halter tops, and flip-flops are not permitted for any employees. All clothing should be clean and without rips or holes.

All employees required to wear apparel provided by the City must take care of their uniforms and report any wear or damage to their supervisors. Instructions regarding cleaning and maintenance of city apparel will be provided. Supervisors will inform employees of additional requirements regarding acceptable attire. The City may require certain employees to wear safety equipment or clothing. Any deviations from these guidelines must be approved by your supervisor.

Any employee when working on, in or near any public street, is required to wear bright clothing with reflective patches, commonly referred to as personal protective equipment ("PPE"). PPE will be supplied to each employee who requires it as a function of their job duties. It is the employee's responsibility to determine when PPE is required. Employees should contact their supervisor if their PPE is not available prior to commencing any duty which requires PPE.

Employees who need reasonable accommodation because of religious beliefs, observances or practices should contact the Administrative Services Officer or their designee and discuss the need for accommodation.

105.11.4 DRUG AND ALCOHOL ABUSE

The City is concerned about the use of alcohol, marijuana, illegal drugs or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and seriously impair City operations. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the City to the risks of property loss or damage, or injury to other persons.

The following rules and standards of conduct apply to all employees while on City property, at work, or working on City business. The following are strictly prohibited by City policy:

- Being under the influence of or impaired by an illegal or controlled substance, alcohol, or marijuana while on the job, on standby or when acting on the City's behalf.
- Using or possessing illegal or controlled substances, alcohol or marijuana while on the job (including the use of prescription drugs that has not been lawfully prescribed to the employee and possessing drug paraphernalia)
- Distributing, manufacturing, selling, or purchasing an illegal or controlled substance, alcohol or marijuana while on the job or in City workplaces.
- Failure to notify your supervisor or the Administrative Services Officer before beginning work when taking medications or drugs, including but not limited to prescription drugs, over the counter medications, or illegal drugs or narcotics (including marijuana) which could interfere with the safe and effective performance of duties or operation of City equipment.
- Failure to notify the Administrative Services Officer or their designee of any criminal conviction for a drug violation that occurred in the workplace within five days after such conviction.
- An employee's criminal conviction for a drug violation that occurred in the workplace.

Violation of these rules and standards of conduct will not be tolerated. The City also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, the City reserves the right to conduct searches of City property, and to implement other measures necessary to deter and detect abuse of this

policy. The City has discretion to test applicants and employees for alcohol and drug use under the following circumstances. The City will use an outside laboratory to perform all testing.

- (a) Pre-Employment Testing for External Applicants for Certain Jobs: Those external applicants who apply for certain jobs where a special need for pre-employment drug and alcohol testing exists must take and pass a drug and alcohol test following a conditional offer of employment. The categories of jobs subject to pre-employment drug and alcohol testing include, but are not limited to, Safety sensitive jobs that have public safety implications, such as operating heavy trucks to transport hazardous material, protecting national security, enforcing drug laws, and/or operating natural gas pipelines.
- (b) Reasonable Suspicion Testing: The City may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees who are reasonably suspected of using or being under the influence of a drug or alcohol at work, under the following circumstances.
 - 1) "Reasonable suspicion" to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Examples of objective factors, include, but are not limited to the following: unusual behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, or other evidence of recent drug or alcohol use. If the City suspects drugs or alcohol may have played a role in an accident involving City property or equipment that will also constitute reasonable suspicion.
 - 2) Document and Analysis: In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion in writing and analyze the matter with the City Manager or their designee. Any reasonable suspicion testing must be pre-approved by the City Manager or their designee.
 - 3) Testing Protocol: If the documentation and analysis show that there is a reasonable suspicion of drug or alcohol abuse at work, and the City Manager or their designee has approved, the employee will be relieved from duty, transported to the testing facility and to their home after the test. The employee will be placed on sick or other paid leave until the test results are received. The testing facility will not test for non-psychoactive cannabis metabolites.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off City property will not be tolerated because such conduct, even though off duty, reflects adversely on the City. In addition, the City must keep people who sell or possess controlled substances off City premises in order to keep the controlled substances themselves off the premises.

The City will encourage and reasonably accommodate employees with alcohol, marijuana or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request treatment or rehabilitation leave. The City is not obligated to continue to employ any person whose performance of essential job duties is impaired because of drug, alcohol or marijuana use. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be reemployed or be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the City's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Employees are expected to use common sense with the authorized use of prescription medications. Employees must not operate equipment or vehicles while under the influence of medications which may alter the ability to perform correctly and safely.

Nothing in this policy prohibits an employee's off-duty use of cannabis away from City property (provided that the employee is over 21 years old). The City will not discriminate against any employee or applicant based upon the person's off-the-job use of cannabis, or the results of an employer-required drug screening test that confirmed the presence of non-psychoactive cannabis metabolites.

105.11.5 NEWS MEDIA CONTACTS

Employees may be approached for interviews or comments by the news media. Only those persons designated by the City Manager may comment to news reporters on City policy or events relevant to the City.

105.11.6 OFF-DUTY CONDUCT

While the City does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may reflect negatively on the City image. Off duty conduct by an employee that directly conflicts with the City's image or disrupts operations will not be tolerated and may result in disciplinary action, up to and including termination.

Employees should consult with their supervisor for clarification about what constitutes inappropriate behavior.

105.11.7 OUTSIDE EMPLOYMENT

An employee shall not engage in any paid or self-employment, activity, or enterprise which is inconsistent, incompatible or in conflict with their City duties, functions, responsibilities, or that of the department in which they are employed at the City. In order to avoid perceived or actual conflicts of interest that may arise from outside employment, all employees must obtain written approval from the City Manager or their designee prior to undertaking any outside employment as described in this policy.

Authorization and Appeal Process

- (a) **Written Request:** Any employee who wants to undertake a paid outside employment, activity, or enterprise must submit a written request to the City Manager. The written request must include: (1) the work hours and/or time required; (2) job title or the nature of the activity; (3) the work location; and (4) the supervisor, manager and name of the employer or activity.
- (b) **Analysis and Decision:** The City Manager or their designee will determine if the outside employment, activity, or enterprise is compatible with the employee's employment at the City. If the City Manager or their designee determines such activity is compatible, or would be if any conditions or restrictions applied, they will authorize the activity and specify the conditions/restrictions in writing, provide the employee the outside employment authorization, and place a copy of the written authorization in the employee's personnel file.
- (c) **One (1) Year Authorization:** An outside employment authorization is valid only for up to one (1) year. Should the employee continue the outside employment, activity, or enterprise for a longer duration, they must make another request following the process in this policy.
- (d) **Appeal:** If the City Manager or their designee denies an employee's outside employment request, the employee may submit a written notice of appeal to the City Manager within 10 days after the date of the denial. The decision on appeal will be put in writing, provided within 10 days after the receipt of the appeal, and will be final.

Prohibited Outside Activities

An employee's outside employment, activity, or enterprise may be prohibited if it satisfies one of the following:

- (a) Involves the use for private gain or advantage of City time, facilities, equipment, and supplies, or the badge, uniform, prestige, or influence of the City or employment at the City;

- (b) Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee would be required or expected to render in the regular course of their City employment;
- (c) Involves the performance of an act other than their capacity as a City employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee or the department by which they are employed; or
- (d) Involves time demands that would render the employee's performance of their regular City employment less efficient or dangerous to the employee.

Changes in Outside Employment Status

The employee must promptly report in writing to the Administrative Services Officer or their designee any of the following changes that may occur during the year of an authorized outside employment: the outside employment ends; or the authorized employment changes as to the number of work hours, location, or types of duties.

Revocation/ Suspension of Outside Employment Authorization

Any outside employment authorization may be revoked or suspended during the year it is granted under the circumstances listed below. An employee may appeal the revocation or suspension as provided in this policy.

- (a) The employee's work performance declines; or
- (b) An employee's conduct or outside employment conflicts with the conditions of the outside work authorization or is incompatible with the employee's work for the City.

Use of City Equipment Prohibited

Under no circumstances may an employee use any City equipment, vehicles, tools, supplies, machines, or any other item that is City property while an employee is engaged in any outside employment, activity or enterprise.

105.11.8 POLITICAL ACTIVITY

In order to ensure efficient operation of the City's business and to prevent disruption to employees, solicitation and distribution of literature on City property is limited. Any employee who is in doubt concerning the application of this policy should consult with their supervisor.

No employee shall solicit or promote support for any cause or organization during their working time or during the working time of the employee or employees at whom such activity is directed.

In general, non-employees will not be permitted to solicit or to distribute written material for any purpose on City property. Representatives of the Union may post organizational notices or informational literature for represented employees on City bulletin boards. Non-profit organizations may post notices on the City Hall public bulletin board with the approval of the Administrative Services Officer or their designee.

Many employees participate in political activities on their own time. City time, facilities, property or equipment (including all computers, networks, and electronic equipment) must not be used for an employee's outside political activities. The City will not reimburse any employee for political contributions, and employees should not attempt to receive or facilitate such reimbursements.

Absent a formal statement by the City announcing any political endorsements, employees must not, through their own actions, speech, contributions, or written communication, mislead others to believe that the City officially endorses or opposes any candidates for political office that the City itself has not publicly announced. City employees are entitled to their own personal position.

The City will not discriminate against employees based on their lawful political activity engaged in outside of work. Employees who are also City residents may contact any/all Councilmembers on any item related to City business.

105.11.9 PUNCTUALITY AND ATTENDANCE

Employees are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for fellow employees and the employee's supervisor. When an employee is absent, assigned work must be performed by others.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized City business. Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If an employee is unable to report for work on any particular day, the employee must provide reasonable advance notice (30 minutes) to their supervisor before the time that they are scheduled to begin working for that day. The employee must inform their supervisor of the expected duration of any absence. If the employee's supervisor is not available, the employee must notify the Administrative Services Officer or their designee. If the employee fails to provide reasonable advance notice before their scheduled time to begin work and does not arrive in time for their assigned shift, the employee will be considered tardy for that day. If the circumstances for the employee's tardiness or

absence were unforeseen, the employee must inform their supervisor as soon as practicable of the reason for the tardiness or absenteeism.

Excessive absenteeism or tardiness, providing false information or abuse of leave laws will not be tolerated. Excessive tardiness occurs when an overtime-eligible employee who, without authorization, is late to work or late to return from breaks more than three times during any 30-day period. Excessive absenteeism occurs when the number of unapproved absences for reasons that are not permitted by federal or state law exceeds [three (3) days in any three (3) month period]. Excessive tardiness or absenteeism may be grounds for discipline, up to and including termination.

Abuse of leave is a claim of entitlement to leave when the employee does not meet the requirements for taking the leave, and may be grounds for discipline, up to and including termination. Should the City suspect that there is an abuse of leave by an employee, the City may require that the employee submit a health care provider's certificate to support the absence.

Absences protected by local, state and federal law do not count as a violation of the punctuality and attendance policy and will not be counted toward discipline.

105.11.10 RIGHT TO ORGANIZE

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees of the City shall also have the right to refuse to join or participate in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of the exercise of these rights.



105.12 SAFETY AND HEALTH

105.12.1 EMPLOYEES WHO ARE REQUIRED TO DRIVE

The City requires employees whose job duties require them to drive a City vehicle or their own vehicles for City business to show proof of current valid driving licenses and proof of insurability under the City's policy or current effective insurance coverage before the first day of employment.

The City participates in a system that regularly checks state Department of Motor Vehicles "DMV" records of all employees who are required to drive as part of their job.

If an employee is required to drive as part of their job, the City retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is suspended or revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the City's policy.

Employees who drive their own vehicles on City business will be reimbursed at the rate of Federal/Internal Revenue Service Rate per mile.

Driver's License Renewal for represented employees: The City agrees that employees who are required as a condition of continued employment to maintain a valid California

driver's license shall be granted up to three (3) hours paid time off for the purpose of completing the required Department of Motor Vehicle written exams.

105.12.2 ERGONOMICS

The City is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The City will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. The City encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

The City believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If an employee has any questions about ergonomics, they should contact the Technical Services Manager.

105.12.3 HEALTH AND SAFETY

All employees are responsible for their own safety, as well as those of others in the workplace. To help the City maintain a safe workplace, all employees must be safety-conscious at all times. Employees must report all work-related injuries or illnesses to their supervisor or to the Administrative Services Officer as soon as practicable. In compliance with California law, and to promote the concept of a safe workplace, the City maintains an Injury and Illness Prevention Program and a Workplace Violence Prevention Plan.

The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the Administrative Services Officer's office.

In compliance with California Proposition 65, the City will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

105.12.4 HEAT ILLNESS

The City is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All supervisors are trained in the recognition and prevention of heat illness. Employees who work outside are encouraged to frequently drink water. Employees who work outside are also allowed and encouraged to take a cool-down rest in the shade of at least five minutes (in addition to the time needed to access the shade) when needed to protect themselves from overheating. These preventative cool-down rests are paid time.

Employees should refer to the City's Injury Illness and Prevention Program or talk to their supervisor for details on how to ensure they are protected from heat illness dangers.

105.12.5 WORKPLACE VIOLENCE

The City has zero tolerance for acts of violence and threats of violence. "Workplace violence" is defined as any conduct that causes an individual to reasonably fear for their personal safety or the safety of their family, friends, and/or property. Specific examples of workplace violence include, but are not limited to, the following:

- (a) Threats or acts of physical harm directed toward an individual or their family, friends, associates, or property;
- (b) The destruction of, or threat of destruction of City property or another employee's property.
- (c) Fighting, challenging another person to fight, or participating in dangerous or threatening horseplay.
- (d) Striking, punching, slapping, or assaulting another person.
- (e) Grabbing, pinching, or touching another person in an unwanted way whether sexually or otherwise.
- (f) Harassing or threatening phone calls.
- (g) Surveillance/Stalking

Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination.

Possession of non-work-related weapons, even with a Concealed Carry Weapons permit, on City premises and at City-sponsored events is prohibited without City Manager or City Council approval.

A threat includes, but is not limited to, any indication of intent to harm a person or damage City property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally. The following are examples of threats and acts that shall be considered violent - this list is in no way all-inclusive:

Example	Type of Threat
Saying, "Do you want to see your next birthday?"	Indirect
Writing, "Employees who kill their supervisors have the right idea."	Indirect
Saying, "I'm going to punch your lights out."	Direct
Making a hitting motion or obscene gesture	Nonverbal
Displaying weapons	Extreme
Stalking or otherwise forcing undue attention on someone, whether romantic or hostile	Extreme
Taking actions likely to cause bodily harm or property damage	Acts of violence

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to the employee or to their co-workers or any event which the employee reasonably believes is threatening or violent.

Employees must report an incident to their supervisor or any supervisor or manager. The supervisor or department director will immediately report the matter to the Administrative Services Officer or their designee. The Administrative Services Officer or their designee will document the incident, including the employee names(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.

The Administrative Services Officer or their designee will take appropriate steps to provide security, such as:

- Placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation;
- Asking any threatening or potentially violent person to leave the site; and/or
- Immediately contact an appropriate law enforcement agency.

Employees should also ensure that they are familiar with the City's Workplace Violence Prevention Plan.

106. LEAVES OF ABSENCE

106.1 FAMILY AND MEDICAL LEAVE

Family and Medical Leave is governed by the federal Family Medical Leave Act "FMLA" and the California Family Rights Act ("CFRA").

The City is exempt from offering FMLA due to our small size. Accordingly, this policy is pursuant to the CFRA.

Employees who misuse or abuse family and medical care leave may be disciplined, up to and including termination. Employees who fraudulently obtain or use CFRA leave are not protected by the CFRA's job restoration or maintenance of health benefits provisions.

106.1.1 DEFINITIONS

- (a) "Child" means a child, including a child who is 18 years of age or older who is incapable of self-care. An employee's child means a biological, adopted, foster, stepchild, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.
- (b) "Covered active duty" means: (1) in the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or (2) in the case of a member of the reserve component of the Armed Forces, duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.
- (c) "Covered Service Member" means (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- (d) "Domestic Partner" is another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient.
- (e) "Family member" means an employee's child, parent, parent-in-law, spouse, domestic partner, grandchild, grandparent, and sibling.
- (f) "Grandchild" means a child of the employee's child.
- (g) "Grandparent" means a parent of the employee's parent.

(h) “Health Care Provider” means any of the following:

- 1) A Doctor of Medicine or osteopathy who is authorized to practice medicine or surgery in the State of California;
- 2) An individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, which directly treats or supervises treatment of a serious health condition;
- 3) A podiatrist, dentist, clinical psychologist, optometrist, or chiropractor (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
- 4) A nurse practitioner or nurse-midwife or a clinical social worker who is authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law; and
- 5) Any health care provider from whom an employer or group health plan’s benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

(i) “Next of Kin of a Covered Service Member” means the nearest blood relative other than the covered service member’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave.

(j) “Outpatient Status” means, with respect to a covered service member, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

(k) “Parent” means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.

(l) “Parent-in-Law” means the parent of a spouse or domestic partner of the employee.

(m) “Serious Health Condition” means an illness, injury impairment, or physical or mental condition that involves:

- 1) Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom). A person is considered "inpatient" when a health care facility admits them to the facility with the expectation that they will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or
- 2) Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
 - a. A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and
 - b. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - i. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or
 - ii. Treatment by a health care provider on at least one occasion results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
- 3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify

for leave even if the absence lasts only one day.

- 4) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of but need not be receiving active treatment by health care provider.
 - 5) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- (n) “Serious Injury or Illness” means: 1) in the case of a member of the Armed forces, including a member of the National Guard or reserves, means an injury or illness that a covered service member incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and that may render the service member medically unfit to perform the duties of the member’s office, grade, rank, or rating; or (2) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.
- (o) “Sibling” means a person related to the employee by blood, adoption, or affinity through a common legal or biological parent.
- (p) “Single 12 Month Period” means a 12-month period which begins on the first day the eligible employee takes leave to take care of a covered service member and ends 12 months after that date.
- (q) “Spouse” means one or two persons to a marriage, regardless of the sex of the persons, and for purposes of CFRA leave, includes a registered domestic partner as defined.

106.1.2 EMPLOYEES ELIGIBLE FOR LEAVE

An employee is eligible for leave if the employee satisfies the following conditions:

- The employee has been employed with the City for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply); and

- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave;

106.1.3 AMOUNT OF LEAVE

Eligible employees are entitled to a total of 12 work weeks (or 26 work weeks to care for a covered service member) of leave during any 12-month period.

106.1.4 MINIMUM DURATION OF LEAVE

If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for less than two weeks duration on any two occasions. The City may grant additional requests for leave lasting less than two weeks at its discretion.

If both married parents of a child, adoptee, or foster child are employed by the City and are entitled to bonding leave, each married parent is entitled to take 12 workweeks of CFRA leave during any 12-month period.

If leave is requested to care for a child, parent, parent-in-law, spouse, domestic partner, grandparent, grandchild, sibling or the employee themselves with serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions in this policy is required.

106.1.5 REASONS FOR LEAVE

Leave is only permitted for one or more of the following reasons:

- The birth of the employee's child, or to care for the employee's newborn;
- The placement of a child with the employee for adoption or foster care of the child;
- For a serious health condition that makes the employee unable to perform any one or more essential functions of their position;
- To care for the employee's spouse, child, parent, domestic partner, grandparent, grandchild, parent-in-law, sibling, or any Designated Person who has a serious health condition;
- Leave for a variety of "qualifying exigencies" arising out of the fact that an employee's spouse, domestic partner, son, daughter, or parent is on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation; or

- Leave to care for a spouse, son, daughter, parent, or “next of kin” who is a covered service member of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to 26 weeks of unpaid leave during a single 12-month period.

For additional information about eligibility for family/medical leave, contact the Administrative Services Officer or their designee.

106.1.6 MILITARY FAMILY LEAVE ENTITLEMENTS

- Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active-duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- Eligible employees may also take a special leave entitlement of up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is either:
 - A current member of the Armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or
 - A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

106.1.7 CALCULATING THE 12-MONTH PERIOD

For purposes of calculating the 12-month period during which 12 weeks of CFRA leave may be taken, the City uses a “rolling” 12-month period measured backward from the date an employee uses any CFRA leave. Under the “rolling” 12-month period, each time an employee takes CFRA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

For leave to care for a covered servicemember, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other

leaves. Leave to care for a covered servicemember is for a maximum of 26 workweeks during a 12-month period.

106.1.8 LEAVE PROCEDURES

The following procedures shall apply when an employee requests family medical leave:

- The employee should contact the Administrative Services Officer or their designee as soon as they realize the need for CFRA leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify the City at least 30 days before leave is to begin. The employee must consult with their supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the City. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse.
- If the employee cannot provide 30 days' notice, the City must be informed as soon as is practicable.
- If the CRFA request is made because of the employee's own serious health condition, and the City has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, the City may require, at its expense, a second opinion from a health care provider of the City's choosing. The health care provider designated to provide a second opinion will not be one who is employed on a regular basis by the City.
- If the second opinion differs from the first opinion, the City may require, at the City's expense, the employee to obtain the opinion of a third health care provider approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the City and the employee. The City must provide the employee with a copy of the second and third medical opinions, where applicable, without cost and upon the request of the employee.

106.1.9 MEDICAL CERTIFICATION

The City requires employees who request leave to provide medical certification and/or re-certification to support their need for leave.

When the employee has provided at least 30 days' notice for a foreseeable leave, the employee must provide a medical certification before the leave begins. When this is not possible, the employee will have 15 calendar days from the City's request for certification to provide the certification to the City, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The City may require recertification from the health

care provider if the employee requests additional leave upon expiration of the period in the original certification. *(For example, if an employee needs two weeks of CFRA, but following the two weeks needs intermittent leave, the City may require that the employee provides a new medical certification.)*

If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, the City may delay approval of the leave, or continuation thereof, until the employee provides a certification. If the employee does not provide a certification, the City may deny the requested CFRA leave.

If the leave is needed to care for a sick child, spouse, parent, parent-in-law, domestic partner, spouse, grandparent, grandchild, or sibling who has a serious health condition, the employee must provide a certification from the health care provider stating the following:

- Date, if known, of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time the healthcare provider believes is needed for care by the employee; and
- Confirmation that the serious health condition warrants the employee's participation to provide care during a period of treatment or supervision. The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care.

Upon expiration of the period the health care provider originally estimated that the employee needed to care for a covered family member, the employee must provide recertification if additional leave is requested.

If an employee cites their own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating the following:

- Date, if known, of commencement of the serious health condition;
- Probable duration of the condition; and
- A statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of their position.

Upon expiration of the period the health care provider originally estimated that the employee needed for their own serious health condition, the employee must provide recertification if additional leave is requested.

A certification is incomplete if one or more of the applicable entries on the certification form have not been completed. A certification is insufficient if the information on the certification form is vague, ambiguous, or not responsive. If the certification is incomplete or insufficient, the Administrative Services Officer or their designee will provide the employee written notice of the deficiencies and seven days to cure, unless a longer period is necessary in light of the employee's diligent, good faith efforts to address the deficiencies.

If an employee provides an incomplete medical certification, the employee will be provided with a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established in this policy, the City may delay taking the CFRA leave until the employee provides the required certification or deny CFRA protections following the expiration of the period to provide an adequate certification.

If an employee is absent because of their own serious health condition, the City will also require a medical release to return to work form or certification from the employee's health care provider that the employee is able to resume work. Should an employee failure to provide a release to return to work certificate from the employee's health care provider, the City may deny the employee's reinstatement until the employee provides such certificate.

106.1.10 LEAVE RELATED TO MILITARY SERVICE

An employee must support certification of necessity of leave if the employee requires leave due to a qualifying exigency related to military service. A leave taken due to the need to care for a servicemember shall be supported by a certification by the servicemember's health care provider or other certification allowed by law. Special certification requirements apply to leaves related to military service.

106.1.11 HEALTH AND BENEFIT PLANS

Leave under this policy is unpaid when leave banks have been exhausted. However, an employee taking family medical leave will be allowed to continue participating in any health and welfare benefit plans in which they were enrolled before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered servicemember) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The City will continue to make the same premium contribution for the employee as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins.

In some instances, the City may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following the expiration or exhaustion of their leave entitlement. This does not apply where the employee does not return because of the continuation, recurrence, or onset of a serious health condition of

the employee or their family member which would entitle the employee to leave, or because of circumstances beyond the employee's control.

106.1.12 SUBSTITUTION OF PAID ACCRUED LEAVE

The City may require, or employees may choose, to use accrued paid leave while taking CFRA leave, subject to two exceptions:

- Employees are not required to use paid leave during CFRA leave if the employee is receiving payments from a disability plan that covers a portion of the employee's salary, unless the employee agrees to use paid leave to cover the portion of their salary not paid by the disability leave benefit; and
- An employee must agree to use accrued sick leave to care for a child, parent, spouse or domestic partner, grandparent, grandchild, or sibling.

In order to use paid leave for CFRA leave, employees must comply with the City's normal paid leave policies.

An employee may use any earned or accrued paid leave except sick leave for all or part of any unpaid family and medical care leave. An employee is entitled to use sick leave concurrently with family and medical care leave for the employee's own serious health condition or that of the employee's parent, parent-in-law, spouse, domestic partner, child, grandparent, grandchild, or sibling.

For more information on circumstances allowing the substitution of paid leave contact the Administrative Services Officer or their designee.

The City requires employees to take accrued and unused vacation and compensatory time before taking unpaid leave

106.1.13 REINSTATEMENT

Under most circumstances, upon return from CFRA leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. An employee has no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee on leave would have been laid off had they not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of CFRA leave will not result in the loss of any employment benefit that the employee earned before their leave.

The City may require employees to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

106.1.14 TIME ACCRUAL

Please contact the Administrative Services Officer or their designee with any questions regarding accrual of other City provided paid leave benefits (such as vacation, PTO or sick leave) during unpaid CFRA leave.

106.1.15 CARRYOVER

CFRA entitlement does not carry over; if not used within the designated 12-month period, the 12 weeks of leave do not accrue to the following year.

106.1.16 INTERMITTENT LEAVE

Employees may take CFRA leave intermittently (in blocks of a few days or hours at a time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee or a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The employee must provide medical certification that such intermittent leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The smallest increment of time that can be used for such leave is one hour.

The City may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.

Employees may not take intermittent leave or leave on a reduced schedule for healthy baby/child bonding leave.

106.2 LEAVE BECAUSE OF PREGNANCY, CHILDBIRTH, RELATED MEDICAL CONDITION, OR REPRODUCTIVE LOSS

106.2.1 PREGNANCY DISABILITY LEAVE (PDL)

This policy applies to employees who are pregnant, have a related medical condition, or are recovering from childbirth. Any employee planning to take pregnancy disability leave should advise the Administrative Services Officer or their designee as early as possible. The employee should make an appointment with the Administrative Services Officer or their designee to discuss the following:

- Duration of pregnancy disability leave will be determined by the advice of the employee's health care provider, but employees disabled by pregnancy may take up to four months of protected leave per pregnancy (the working days an employee would normally work in one-third of a year or 17 1/3 weeks). Part-time employees

are entitled to such leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care, doctor-ordered bed rest, as well as other reasons. The employee's healthcare provider determines how much time is needed for the employee's disability.

- The City will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer the employee to a less strenuous or hazardous position (where one is available) or modify the employee's duties if medically needed because of their pregnancy.
- Requests for pregnancy disability leave must be submitted in writing to the Administrative Services Officer or their designee with reasonable advance notice. All leaves must be confirmed in writing and have an anticipated date of return as stated on the employee's medical certification. An employee who needs to take pregnancy disability must inform the City when leave is expected to begin and how long it will likely last.
- If the need for a leave, reasonable accommodation, or transfer is foreseeable (such as the expected birth of a child or a planned medical treatment for the employee), an employee must provide at least 30 days advance notice before the pregnancy disability leave or transfer is to begin. An employee must consult with their supervisor regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the City. Any such scheduling is subject to the approval of the employee's health care provider.
- For emergencies or unforeseeable events, an employee should notify the City, at least verbally, as soon as practical after learning of the need for the leave.
- Failure to comply with these notice requirements may result in delay of leave, reasonable accommodation, or transfer.
- Pregnancy leave usually begins when ordered by the employee's health care provider. The employee must provide the City with a written certification from a health care provider for need of PDL, reasonable accommodation or transfer. The certification must be returned no later than 15 calendar days after it is requested by the City. Failure to do so may, in some circumstances, delay PDL leave, reasonable accommodation or transfer. The certification must state that (1) the employee is disabled from working by pregnancy, childbirth, or a related medical condition; (2) the date on which the employee became disabled by pregnancy, childbirth, or a related medical condition, and (3) the estimated duration or end date of the leave. Employees should see the Administrative Services Officer or their designee for a medical certification form to provide to their health care provider.

- Return from leave requires a release from employee's health care provider.
- Pregnancy disability leaves are without pay. However, the City requires employees to use accrued sick time (if otherwise eligible to take the time) during a pregnancy disability leave. Employees will be allowed to use accrued vacation or personal time (if otherwise eligible to take the time) during pregnancy disability leave once sick leave is depleted.
- Leave does not need to be taken in one continuous period and may be taken intermittently, as needed. Leave may be taken in increments of one hour.

106.2.2 REINSTATEMENT

Upon submission of a medical certification that an employee is able to return to work from pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave begins or, if the employee's original position is no longer available, to a comparable, open position. There are limited exceptions to this policy. If upon return from leave an employee is unable to perform the essential functions of their job because of a physical or mental disability, the City will initiate an interactive process with the employee in order to identify potential reasonable accommodation in accordance with these Policies. An employee returning from pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

106.2.3 BENEFITS WHILE ON LEAVE

Employees on pregnancy disability leave will be allowed to continue to participate in group health insurance coverage for up to a maximum of four months of disability leave (if such insurance was provided before the leave was taken) at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. In some instances, an employer can recover from an employee premiums paid to maintain health coverage if the employee fails to return following pregnancy disability leave. PDL may impact other benefits or a seniority date. Please contact the Administrative Services Officer or their designee for more information.

The right to continued group health coverage during pregnancy disability leave is a separate and distinct entitlement from the CFRA leave entitlement.

Payment is due when such payment would be made by payroll deduction.

Sick and vacation leaves accrue while an employee is on unpaid pregnancy disability leave.

106.2.4 LEAVE FOR REPRODUCTIVE LOSS

The City provides employees who have been employed at least 30 calendar days with Reproductive Loss Leave, in the event of a “Reproductive Loss Event”

“Reproductive Loss Event” means the day or, for a multiple-day event, the final day of a Failed Adoption, Failed Surrogacy, Miscarriage, Stillbirth, or an Unsuccessful Assisted Reproduction, as those terms are defined below:

- (a) “Failed Adoption” means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.
- (b) “Failed Surrogacy” means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of surrogacy.
- (c) “Miscarriage” means a miscarriage by a person, by the person’s current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.
- (d) “Stillbirth” means a stillbirth resulting from a person’s pregnancy, the pregnancy of a person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- (e) “Unsuccessful Assisted Reproduction” means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

Reproductive Loss Leave may be taken for up to five (5) days per Reproductive Loss Event.

Reproductive Loss Leave is not required to be taken consecutively, but such leave must be taken within three (3) months of the Reproductive Loss Event, with the exception that, if an employee is on California Family Rights Act (“CFRA”) leave, Pregnancy Disability Leave (“PDL”), or another leave protected by state or federal law at the time of or immediately following the Reproductive Loss Event, the employee may use Reproductive Loss Leave within three (3) months of the end date of the other protected leave.

If an employee experiences more than one Reproductive Loss Event within a 12-month period, the City will provide Reproductive Loss Leave up to a maximum of 20 days within a 12-month period.

Reproductive Loss Leave is unpaid, but employees may elect to use accrued paid leaves, such as sick leave, personal leave, or vacation in order to provide for their compensation while on Reproductive Loss Leave.

The City will maintain the confidentiality of any employee who requests to use or uses Reproductive Loss Leave, and the City will not disclose such information other than to internal personnel on a need-to-know basis, or as required by law.

106.3 JURY DUTY AND COURT-ORDERED WITNESS LEAVE

The City encourages employees to serve on jury duty when called. Any employee, including a temporary or seasonal employee, who is summoned to serve on a jury, or subpoenaed or ordered to be a witness, must notify their supervisor as soon as possible.

Non-exempt employees who have completed their introductory periods will receive full pay for actual work hours missed while serving up to 20 days of jury duty. The time spent on jury duty or serving as a witness is not work time for purposes of calculating overtime compensation. The City will offset from pay the amount the employee receives from the Court for jury fees, but not mileage or other reimbursements that the court may provide. Exempt employees will receive their full salary while on jury duty or while serving as a witness unless they are absent for a full week and perform no work during such period.

Employees must notify their supervisor of the need for time off for jury duty as soon as possible after a notice or summons from the court is received. Employees may be requested to provide written verification from the court clerk of performance of jury service.

If work time remains after any day of jury selection or jury duty, employees should contact their supervisor to determine if they are to return to work for the remainder of their work schedule.

Any employee, including a seasonal or temporary employee, who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of their City job duties, must provide their supervisor as much advance notice as is possible. The City will determine whether the matter involves an event or transaction during the employee's City job duties. If so, this leave to appear in court will be without loss of compensation, and the time spent will be considered work time. The City will offset the amount from pay the employee receives for witness fees.

Any employee, including a temporary or seasonal employee, who is subpoenaed to appear, or appears in court because of civil or administrative proceedings that they initiated, is not entitled to receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay or may use any accrued leave other than sick leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time. Notwithstanding the above, an employee who is testifying or appearing as the designated representative in PERB

conferences or hearings, or at a personnel or merit commission is entitled to paid release time.

106.4 MILITARY LEAVE

Military Leave will be granted in accordance with state and federal law.

Employees who wish to serve in the military and take military leave should contact their supervisor for information about their rights before and after such leave. Employees are entitled to reinstatement upon completion of military service, provided they return or apply for reinstatement within the time allowed by law. Authorized leaves of absence for National Guard/Reservist annual training shall be granted in accordance with the provisions of State law.

. Employees must provide advance notice of military service when feasible and provide a copy of military orders when available. The timing of military leave will be governed by the employee's military orders and applicable federal and state law. Extensions of unpaid leave beyond state and federal law are subject to the discretion of the City Manager.

106.5 BEREAVEMENT LEAVE

In the event of a death of any "immediate family member" of an employee, the employee will be entitled to a period of three (3) workdays of leave with pay, and two (2) additional days of unpaid, but protected, leave. Employees may use vacation, personal leave, accrued and available sick leave, or other accrued time off to provide for their compensation during any bereavement leave in excess of three (3) days.

This leave can only be taken within three (3) months after the death of an immediate family member.

"Immediate family member" shall include the employee's spouse, registered domestic partner, child, parent, sibling, grandparent, grandchild, and those relationships recognized by law as in-law, half, step, adopted, and foster family members. Employees must notify their Department Head as soon as possible after the death of an immediate family member as to which dates the employee will be on bereavement leave.

106.6 SCHOOL APPEARANCES INVOLVING SUSPENSION

Any employee who is the parent or guardian of a child in kindergarten through grade 12 may take time off to go to the child's school in response to a request from the child's school, if the employee gives advance notice to their supervisor. A school has the authority to request that the parent attend the child's school if the child has engaged in the following acts: (1) committed any obscene act; (2) habitually used profanity or vulgarity; (3) disrupted school activities; or (4) otherwise willfully defied the valid authority of school personnel.

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert their supervisor as soon as possible before leaving work. In compliance with California Labor Code Section 230.7, the City shall not impose any disciplinary action against an employee who takes time off for this purpose.

106.7 TIME OFF FOR VOTING

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off a sufficient amount of working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these circumstances, an employee will be allowed a maximum of two hours' time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall provide their supervisor with at least two days' notice.

106.8 VICTIMS OF CRIME LEAVE

An employee, including seasonal and temporary employees, who is a victim or who is the family member of a victim of certain serious crimes may take time off from work to attend judicial proceedings related to the crime or to attend proceedings involving rights of the victim.

A family member of a crime victim may be eligible to take leave to attend judicial proceedings related to a crime if they are the crime victim's spouse, registered domestic partner, parent, child, stepchild, child of the registered domestic partner, sibling, stepsibling, or stepparent.

The absence from work must be in order to attend judicial proceedings or proceedings involving rights of the victim. Employees must provide reasonable advance notice of their need for leave, and the City may require documentation from the District Attorney, victim's rights office, or court/governing agency related to the proceeding. If advance notice is not possible, employees must provide appropriate documentation within a reasonable time after the absence. Any absence from work to attend judicial proceedings or proceedings involving victim rights will be unpaid, unless employees choose to use accrued vacation, sick, or other paid time off.

Any employee who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue, if the employee provides the City with reasonable advance notice. If advance notice is not feasible, the employee must provide the City within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is entitled to

this leave if the above notice or certification requirements are met. The leave is unpaid unless the employee elects to use accrued vacation or paid leave, or compensatory time off.

For more information regarding this leave (including whether an employee is covered, when and what type of documentation is required, and which type of paid time off can be used), employees should contact the Administrative Services Officer or their designee.

106.9 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING LEAVE

Employees who are victims of domestic violence, sexual assault and stalking are eligible for unpaid leave. Although the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

Employees may request leave if they are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure their health, safety or welfare, or that of their child. Employees must provide reasonable advance notice of the need for leave to their supervisor unless advance notice is not feasible. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse.

Any employee, including seasonal and temporary employees, who is a victim of domestic violence, sexual assault, stalking, or other crime, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to the City within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use Healthy Workplace Healthy Family Act of 2014 sick leave, accrued vacation or personal leave, or other time off.

The City will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave or accommodation under these provisions.

106.10 VOLUNTEER CIVIL SERVICE PERSONNEL

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. Employees who perform emergency duties as volunteer firefighters, reserve peace officers, or emergency rescue personnel may also take up to a total of 14 days unpaid leave time per calendar year to engage in required fire, law enforcement or emergency rescue training. Employees should alert their supervisor that they may have to take time off for emergency duty or emergency duty training. When taking time off for emergency duty, employees should alert their supervisor before doing so when possible.

106.11 PAID ADMINISTRATIVE LEAVE

The City has the right to place an employee on leave with full pay for non-disciplinary reasons at any time when the City Manager or their designee has determined that the employee's and/or City's best interests warrant the leave. The employee does not have a right to appeal the decision to be placed on administrative leave with pay.

106.12 LEAVE OF ABSENCE WITHOUT PAY

Unless authorized by law or a City policy, an employee is not entitled to a leave of absence without pay. An authorized leave of absence without pay is not a break in service for purposes of calculating seniority. Unless required by law, vacation leave credits, sick leave credits, increases in salary, all other paid leaves, holidays and fringe benefits and other similar benefits do not accrue to an employee on unpaid leave. Unless required by law, the City will not maintain contributions toward group insurance or retirement coverage for the employee on such leave. During the period of authorized unpaid leave, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

107. CONFIRMATION OF HARASSMENT POLICY

I have received my copy of the City's Harassment, Discrimination and Retaliation Prevention policy. I understand and agree that it is my responsibility to read and familiarize myself with this policy.

I understand that the City is committed to providing a work environment that is free from harassment, discrimination and retaliation. I acknowledge that I have received and reviewed the policy.

Employee's Signature

Employee's Printed Name

Date

108. CONFIRMATION OF RECEIPT

I have received my copy of the City of Colfax Employee Handbook. Represented employees should also refer to their Memorandum of Understanding. I understand and agree that it is my responsibility to read and familiarize myself with both as applicable. I will follow the rules, policies and procedures of the City of Colfax to the best of my ability.

Employee's Signature

Employee's Printed Name

Date

WHISTLEBLOWER COMPLAINT FORM

Instructions:

Complete this form and return it to a supervisor, the Administrative Services Officer, or the City Manager. This is a confidential format to report any wrongdoing; if your report results in criminal prosecution, you may be called upon to testify, and confidentiality may not be maintained.

Name (Optional): _____

Address (Optional):

Are you a City of Colfax employee? Yes No

If yes, what is your position or relationship to the City (Optional)? _____

Work Phone (Optional): _____

Home/Cell Phone (Optional): _____

1. Identify the person or persons against whom your allegations are made.

2. Describe the nature of your complaint, the incident(s) or event(s), date(s), time(s), and place(s). Attach additional pages to this complaint if necessary.

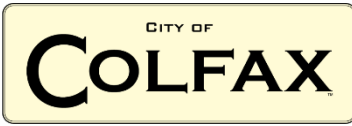
3. Identify others who may have observed or witnessed the incident(s) that you described.

4. Do you have any documents that support your allegation? (Please list and attach copies).

Submit the completed form to one of the following:

Whistleblower@colfax-ca.gov or mail to:

City of Colfax
Attention Whistleblower Program
PO Box 702
Colfax, CA 95713



Staff Report to City Council

FOR THE JUNE 24, 2026 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Renewal of Agreement for Law Enforcement Services with the Placer County Sheriff's Office

Budget Impact Overview:

N/A:	Funded:	Un-funded:	Amount:	Fund(s):
------	---------	------------	---------	----------

RECOMMENDED ACTION: Adopt Resolution __-2026 Approving the renewal of the Agreement for Law Enforcement Services between the City of Colfax and the Placer County Sheriff's Office for Years 2026-2029 (July 1, 2026-June 30, 2029) and authorize the City Manager to execute the agreement.

Summary/Background

The City of Colfax contracts with the Placer County Sheriff's Office for municipal law enforcement services. Under this arrangement, the Sheriff's Office provides police services within the City including patrol operations, investigations, traffic enforcement, emergency response, dispatch coordination, and related public safety services.

Contracting for law enforcement services allows the City to provide professional police services without the substantial costs associated with establishing and operating a standalone municipal police department. The Sheriff's Office currently provides similar contract services to the Town of Loomis and has served the City of Colfax under contract for many years.

The existing agreement expires on June 30, 2026. The proposed renewal continues the City's longstanding partnership with the Sheriff's Office and ensures uninterrupted public safety services for Colfax residents and businesses.

Conclusions and Findings

The proposed agreement renews law enforcement services for an additional term beginning July 1, 2026. The agreement provides for continued delivery of municipal law enforcement services including:

- General patrol services;
- Response to emergency and non-emergency calls for service;
- Criminal investigations;
- Traffic enforcement;
- Community policing activities;
- Coordination with City staff regarding public safety issues and special events.

The Sheriff's Office provides contract law enforcement services to incorporated jurisdictions within Placer County in addition to its countywide responsibilities.

Consistent with prior agreements, annual contract costs are adjusted to reflect changes in salaries, benefits, equipment, and operating expenses incurred by the Sheriff's Office. Previous contract amendments have utilized this methodology to establish annual service rates.

Renewal of the agreement ensures continuity of service, maintains established working relationships between City staff and Sheriff's personnel, and avoids disruption to public safety operations.

Fiscal Impact

For Fiscal Year 2026-2027 (July 1, 2026-June 30, 2027) during the Agreement period, the City agrees to pay the County the sum of \$1,082,050, due in quarterly installments of \$270,513. For Fiscal Year 2027-2028 (July 1, 2027 - June 30, 2028) during the Agreement period, The City agrees to pay the County the sum of \$1,141,563, due in quarterly installments of \$285,391. For Fiscal Year 2028-2029 (July 1, 2028 - June 30, 2029) during the Agreement period, The City agrees to pay the County the sum of \$1,204,349, due in quarterly installments of \$301,087.

Law enforcement services represent one of the City's largest General Fund expenditures and are a critical municipal service. Contracting with the Sheriff's Office continues to provide the City with access to specialized resources, training, investigative support, and countywide public safety systems that would be difficult and costly for a city the size of Colfax to independently provide.

Attachments:

1. Resolution __-2026
2. July 1, 2026-June 30, 2029 Agreement for Law Enforcement Services between the City of Colfax and the Placer County Sheriff's Office.
3. July 1, 2023 -June 30, 2026 Agreement for Law Enforcement Services between the City of Colfax and the Placer County Sheriff's Office.
4. Colfax Contract FY26-27_Cost Summary Explanation.

City of Colfax

City Council

Resolution № __-2026

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF COLFAX AND THE PLACER COUNTY SHERIFF'S OFFICE FOR FISCAL YEARS 2026 – 2029.

WHEREAS, the City of Colfax ("City") is authorized pursuant to California Government Code Sections 51350 and 54981 to contract with other public agencies for the performance of municipal services; and,

WHEREAS, the City has historically contracted with the Placer County Sheriff's Office for the provision of municipal law enforcement services; and,

WHEREAS, the Placer County Sheriff's Office provides professional law enforcement services including patrol, investigations, traffic enforcement, emergency response, and community policing activities within the City; and,

WHEREAS, the existing agreement for law enforcement services is set to expire on June 30, 2026; and,

WHEREAS, the City of Colfax wishes to execute another agreement with the Placer County Sheriff's Office for law enforcement services.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves and authorizes the City Manager to execute an agreement with Placer County Sheriff's Office for law enforcement services.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on June 24, 2026, by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Caroline McCully, Mayor

Gabrielle Christakes, City Clerk

14120

CONTRACT NO.

ADMINISTERING AGENCY: Placer County Sheriff-Coroner-Marshal

AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES

THIS AGREEMENT is by and between the COUNTY OF PLACER, Office of the Sheriff-Coroner-Marshal, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the CITY OF COLFAX, a municipal corporation, herein referred to as "CITY".

1. DURATION OF AGREEMENT

This Agreement shall commence on July 1, 2023, for a period of three years, expiring on June 30, 2026, unless terminated as provided herein.

2. TERMINATION

A. Terms and conditions specifying the level of service and the amounts of payment for services are set out in this Agreement. In the event of unforeseen circumstances affecting the obligations of the parties, or their ability to perform, each party to this Agreement may terminate all obligations and duties agreed to herein by providing to the other party not less than 120 days advance written notice of termination.

B. In the event CITY fails to make the payments required by Section 6, the COUNTY shall be relieved of all obligations to provide the services set out in this Agreement thirty (30) days after such default.

3. DUTIES OF COUNTY

A. COUNTY shall provide law enforcement services as defined herein within the jurisdiction of the CITY. For this purpose, law enforcement services mean services generally provided within the boundaries of a city by a city police department, including, but not limited to the enforcement of state and local criminal laws. Such services include patrol, detectives, juvenile services, traffic enforcement, and traffic accident investigation.

B. COUNTY shall provide and supervise all personnel, furnish all equipment, and except as hereafter provided those supplies necessary to perform its duties under this Agreement. CITY shall provide all supplies bearing the name of, or relating specifically to the CITY, such as stationary, forms, and notices. For CITY specific specialized programs, including radar speed enforcement, the CITY shall purchase and maintain the required equipment.

C. COUNTY alone shall control and determine the performance of County personnel servicing under this Agreement, including, but not limited to the standards of personnel performance and discipline.

D. COUNTY shall provide CITY with annual reports and statistics regarding the services performed by it under this Agreement, such report to be in a form mutually agreed upon by CITY and the Sheriff of COUNTY.

E. COUNTY shall give CITY the full cooperation and assistance of its officers, agents, and employees.

4. DUTIES OF CITY

A. CITY shall designate the Sheriff of COUNTY as Chief of Police for CITY during the term of this Agreement. The Sheriff will designate a liaison officer to work closely with the CITY.

B. CITY shall give COUNTY the full cooperation and assistance of its officers, agents and employees. The CITY Manager and other persons designated by the CITY Council shall coordinate with the Sheriff in all activities by or relating to this Agreement.

5. STATUS OF PERSONNEL UTILIZED

A. COUNTY shall utilize COUNTY personnel to perform its duties under the terms of this Agreement. They shall not have, nor acquire, any CITY pension, or civil service or other benefits or rights which CITY may confer upon CITY employees, except that for the purpose of giving them official status in the performance of their duties, such personnel shall be deemed to be officers and agents of CITY.

B. CITY shall not be liable for the payment of any salaries, wages, or other benefits or compensation to any COUNTY personnel performing duties under this Agreement. CITY shall not be liable for compensation or indemnity to any COUNTY personnel for injury or sickness arising out of the performance of their duties under this Agreement.

6. PAYMENT FOR SERVICES

For fiscal year 2023-2024 (July 1, 2023-June 30, 2024) during the Agreement period, CITY agrees to pay COUNTY the sum of \$921,488, due in quarterly installments of \$230,372, as outlined in Exhibit A "Compensation". For fiscal year 2024-2025 (July 1, 2024 - June 30, 2025) during the Agreement period, CITY agrees to pay COUNTY the sum of \$972,168, due in quarterly installments of \$243,042, as outlined in Exhibit A "Compensation". For fiscal year 2025-2026 (July 1, 2025 - June 30, 2026) during the Agreement period, CITY agrees to pay COUNTY the sum of \$1,025,640, due in quarterly installments of \$256,410, as outlined in Exhibit A "Compensation".

Nothing in this Agreement is intended to alter the effect of any statute or County Ordinance related to fees for housing of inmates sustained for City Ordinance violations, or for Criminal Justice Administration fees, (i.e., Government Code Section 29550, et seq., Placer County Code Section 50).

7. LEVEL OF SERVICE

For the term of this Agreement beginning July 1, 2023, and ending June 30, 2026, both dates inclusive, COUNTY shall provide routine patrol and related services for the CITY on a 24-hour per day basis within CITY boundaries. The dedicated FTE's by classification are outlined in Exhibit B "Staffing Levels". Dedicated FTE's will remain unchanged throughout the Agreement period unless both parties agree to adjustments, which may result in changes to compensation.

Additional services associated with special events within the CITY boundaries may incur additional cost. COUNTY and CITY shall discuss and agree upon the additional services and additional costs necessary to support the special event.

In the event the CITY's General Fund financial condition substantially changes, both PARTIES agree to meet and re-evaluate the Agreement and service levels provided herein.

8. INDEMNIFICATION

Except as hereinafter provided, COUNTY shall indemnify and hold harmless CITY, its officers and employees, from any and all claims, actions, or proceedings, or liability for injuries or damages to persons and property caused by COUNTY'S performance of services under this Agreement. COUNTY shall defend on behalf of CITY, at COUNTY'S sole expense, any such actions or proceedings and shall pay, when final, any judgments, awards or settlements in any such actions or proceedings. Neither COUNTY nor any officer or employee thereof, shall be responsible for injuries or damages to persons or property occurring by reason of anything done or omitted to be done by CITY under or in connection with this Agreement. CITY shall defend, indemnify and hold harmless COUNTY from liability from such actions or omissions.

9. FINE, FORFEITURES

- A. Except as provided in subparagraph "B" below, CITY shall receive proceeds of all fines, forfeitures, penalties and payments for infractions, including all traffic citation proceeds.
- B. All forfeitures under federal law or the California Control of Profits of Organized Crime Act (Penal Code Sec. 186 et seq.) shall be disbursed as provided in federal law or Penal Code Sec. 186.8.

10. CITIES FACILITIES

- A. The CITY will provide the COUNTY adequate office space for law enforcement related needs as agreed upon by the CITY and the Sheriff.
- B. CITY will provide adequate lighting of the parking area in front of the Colfax Substation where patrol unit(s) will be parked.
- C. CITY will pay for all normal utility services for such space including telephone services consisting of at least two phone lines (excluding any long distance phone calls)
- D. CITY will also pay for custodial/maintenance service to the office space they provide to the COUNTY.

11. NOTIFICATION

Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Attn: Placer County Sheriff's Office
 Jerry Rogers
 2929 Richardson Ave., Suite A
 Auburn, CA 95603
 Phone: (530) 889-6965
 Fax: (530) 886-3833

CITY OF COLFAX:

Attn: City of Colfax
 City Manager
 PO Box 702
 Colfax, CA 95713
 Phone: (530) 346-2313
 Fax: (530) 346-6214

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

CITY OF COLFAX

Kurt Douglas

Mayor, City of Colfax

1-22-2024

Date

APPROVED AS TO FORM

[Signature]

City Attorney

24 JANUARY 2024

Date

COUNTY OF PLACER

[Signature]

Chair, Board of Supervisors

Apr 2, 2024

Date

[Signature]

Placer County Sheriff-Coroner-Marshall

5/7/24

Date

APPROVED AS TO FORM

[Signature]

County Counsel, County of Placer

3/12/24

Date

**Exhibit A
Compensation**

For fiscal year 2023-2024 (July 1, 2023-June 30, 2024) during the Agreement period, CITY agrees to pay COUNTY the sum of \$921,488 for the Agreement year July 1, 2023 to June 30, 2024, due in quarterly installments of \$230,372. For fiscal year 2024-2025 (July 1, 2024 - June 30, 2025) during the Agreement period, CITY agrees to pay COUNTY the sum of \$972,168, due in quarterly installments of \$243,042. For fiscal year 2025-2026 (July 1, 2025- June 30, 2026) during the Agreement period, CITY agrees to pay COUNTY the sum of \$1,025,640, due in quarterly installments of \$256,410. Quarterly installments shall be due on October 1, January 1, April 1 and August 1 of each year of the Agreement period.

Term	Annual Amount	Quarterly Installment
July 1, 2023 to June 30, 2024	\$921,488	\$230,372
July 1, 2024 to June 30, 2025	\$972,168	\$243,042
July 1, 2025 to June 30, 2026	\$1,025,640	\$256,410

**Exhibit B
Staffing Levels**

Dedicated FTE's will remain unchanged throughout the Agreement period unless both parties agree to adjustments, which may result in changes to compensation.

Classification	FTE
Sergeant	0.5
Deputy Sheriff II	2.25
Detective (Deputy Sheriff II)	0.1

CONTRACT NO.

ADMINISTERING AGENCY: Placer County Sheriff-Coroner-Marshal

AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES

THIS AGREEMENT is by and between the COUNTY OF PLACER, Office of the Sheriff-Coroner-Marshal, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the CITY OF COLFAX, a municipal corporation, herein referred to as "CITY".

1. DURATION OF AGREEMENT

This Agreement shall commence on July 1, 2026, for a period of three years, expiring on June 30, 2029, unless terminated as provided herein.

2. TERMINATION

- A. Terms and conditions specifying the level of service and the amounts of payment for services are set out in this Agreement. In the event of unforeseen circumstances affecting the obligations of the parties, or their ability to perform, each party to this Agreement may terminate all obligations and duties agreed to herein by providing to the other party not less than 120 days advance written notice of termination.
- B. In the event CITY fails to make the payments required by Section 6, the COUNTY shall be relieved of all obligations to provide the services set out in this Agreement thirty (30) days after such default.

3. DUTIES OF COUNTY

- A. COUNTY shall provide law enforcement services as defined herein within the jurisdiction of the CITY. For this purpose, law enforcement services mean services generally provided within the boundaries of a city by a city police department, including, but not limited to the enforcement of state and local criminal laws. Such services include patrol, detectives, juvenile services, traffic enforcement, and traffic accident investigation.
- B. COUNTY shall provide and supervise all personnel, furnish all equipment, and except as hereafter provided those supplies necessary to perform its duties under this Agreement. CITY shall provide all supplies bearing the name of, or relating specifically to the CITY, such as stationery, forms, and notices. For CITY specific specialized programs, including radar speed enforcement, the CITY shall purchase and maintain the required equipment.
- C. COUNTY alone shall control and determine the performance of County personnel serving under this Agreement, including, but not limited to the standards of personnel performance and discipline.
- D. COUNTY shall provide CITY with annual reports and statistics regarding the services performed by it under this Agreement, such report to be in a form mutually agreed upon by CITY and the Sheriff of COUNTY.
- E. COUNTY shall give CITY the full cooperation and assistance of its officers, agents, and employees.

4. DUTIES OF CITY

- A. CITY shall designate the Sheriff of COUNTY as Chief of Police for CITY during the term of this Agreement. The Sheriff will designate a liaison officer to work closely with the CITY.
- B. CITY shall give COUNTY the full cooperation and assistance of its officers, agents and employees. The CITY Manager and other persons designated by the CITY Council shall coordinate with the Sheriff in all activities by or relating to this Agreement.

5. STATUS OF PERSONNEL UTILIZED

- A. COUNTY shall utilize COUNTY personnel to perform its duties under the terms of this Agreement. They shall not have, nor acquire, any CITY pension, or civil service or other benefits or rights which CITY may confer upon CITY employees, except that for the purpose of giving them official status in the performance of their duties, such personnel shall be deemed to be officers and agents of CITY.
- B. CITY shall not be liable for the payment of any salaries, wages, or other benefits or compensation to any COUNTY personnel performing duties under this Agreement. CITY shall not be liable for compensation or indemnity to any COUNTY personnel for injury or sickness arising out of the performance of their duties under this Agreement.

6. PAYMENT FOR SERVICES

For Fiscal Year 2026-2027 (July 1, 2026-June 30, 2027) during the Agreement period, CITY agrees to pay COUNTY the sum of \$1,082,050, due in quarterly installments of \$270,513, as outlined in Exhibit A "Compensation". For Fiscal Year

2027-2028 (July 1, 2027 - June 30, 2028) during the Agreement period, CITY agrees to pay COUNTY the sum of \$1,141,563, due in quarterly installments of \$285,391, as outlined in Exhibit A "Compensation". For Fiscal Year 2028-2029 (July 1, 2028 - June 30, 2029) during the Agreement period, CITY agrees to pay COUNTY the sum of \$1,204,349, due in quarterly installments of \$301,087, as outlined in Exhibit A "Compensation".

Nothing in this Agreement is intended to alter the effect of any statute or County Ordinance related to fees for housing of inmates sustained for City Ordinance violations or for Criminal Justice Administration fees, (i.e., Government Code Section 29550, et seq., Placer County Code Section 50).

7. LEVEL OF SERVICE

For the term of this Agreement beginning July 1, 2026 and ending June 30, 2029, both dates inclusive, COUNTY shall provide routine patrol and related services for the CITY on a 24-hour per day basis within CITY boundaries. The dedicated FTEs by classification are outlined in Exhibit B "Staffing Levels". Dedicated FTEs will remain unchanged throughout the Agreement period unless both parties agree to adjustments, which may result in changes to compensation.

Additional services associated with special events within the CITY boundaries may incur additional cost. COUNTY and CITY shall discuss and agree upon the additional services and additional costs necessary to support the special event.

In the event the CITY's General Fund financial condition substantially changes, both PARTIES agree to meet and re-evaluate the Agreement and service levels provided herein.

8. INDEMNIFICATION

Except as hereinafter provided, COUNTY shall indemnify and hold harmless CITY, its officers and employees, from any and all claims, actions, or proceedings, or liability for injuries or damages to persons and property caused by COUNTY'S performance of services under this Agreement. COUNTY shall defend on behalf of CITY, at COUNTY'S sole expense, any such actions or proceedings and shall pay, when final, any judgments, awards or settlements in any such actions or proceedings. Neither COUNTY nor any officer or employee thereof, shall be responsible for injuries or damages to persons or property occurring by reason of anything done or omitted to be done by CITY under or in connection with this Agreement. CITY shall defend, indemnify and hold harmless COUNTY from liability from such actions or omissions.

9. FINES, FORFEITURES

- A. Except as provided in subparagraph "B" below, CITY shall receive proceeds of all fines, forfeitures, penalties and payments for infractions, including all traffic citation proceeds.
- B. All forfeitures under federal law or the California Control of Profits of Organized Crime Act (Penal Code Sec. 186 et seq.) shall be disbursed as provided in federal law or Penal Code Sec. 186.8.

10. CITY FACILITIES

- A. The CITY will provide the COUNTY adequate office space for law enforcement related needs as agreed upon by the CITY and the COUNTY.
- B. CITY will provide adequate lighting of the parking area in front of the Colfax Substation where patrol unit(s) will be parked.
- C. CITY will pay for all normal utility services for such space, including telephone services consisting of at least two phone lines (excluding any long-distance phone calls).
- D. CITY will also pay for custodial/maintenance service to the office space they provide to the COUNTY.

11. NOTIFICATION

Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

Placer County Sheriff's Office

Attn: Jerry Rogers
2929 Richardson Drive
Auburn, CA 95603

Phone: (530) 889-6965
Fax: (530) 886-3833

City of Colfax

Attn: City Manager
PO Box 702
Colfax, CA 95713

Phone: (530) 346-2313
Fax: (530) 346-6214

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

CITY OF COLFAX ("CITY")

City Manager Date:
Approved as to Form City of Colfax Counsel Date:

COUNTY OF PLACER ("COUNTY")

Wayne Woo, Sheriff-Coroner-Marshal Date:
Approved as to Form Office of Placer County Counsel Date:

EXHIBITS:

Exhibit A: Compensation

Exhibit B: Staffing Levels

EXHIBIT A COMPENSATION

For Fiscal Year 2026-2027 (July 1, 2026-June 30, 2027) during the Agreement period, CITY agrees to pay COUNTY the sum of \$1,082,050, due in quarterly installments of \$270,513, as outlined in Exhibit A "Compensation". For Fiscal Year 2027-2028 (July 1, 2027 - June 30, 2028) during the Agreement period, CITY agrees to pay COUNTY the sum of \$1,141,563, due in quarterly installments of \$285,391, as outlined in Exhibit A "Compensation". For Fiscal Year 2028-2029 (July 1, 2028 - June 30, 2029) during the Agreement period, CITY agrees to pay COUNTY the sum of \$1,204,349, due in quarterly installments of \$301,087.

Quarterly installments shall be due on October 1, January 1, April 1 and August 1 of each year of the Agreement period.

Term	Annual Amount	Quarterly Installment
July 1, 2026 to June 30, 2027	\$1,082,050	\$270,513
July 1, 2027 to June 30, 2028	\$1,141,563	\$285,391
July 1, 2028 to June 30, 2029	\$1,204,349	\$301,087

EXHIBIT B STAFFING LEVELS

Dedicated FTEs will remain unchanged throughout the Agreement period unless both parties agree to adjustments, which may result in changes to compensation.

Classification	FTE
Sergeant	0.5
Deputy Sheriff II	2.25
Detective (Deputy Sheriff II)	0.1

<u>Cost Category</u>	<u>Explanation</u>
Personnel	Salaries & Benefits increases: DSA General Wage increases of 4%, 4% and 3% over the past 3 years. Other benefits, Workers Comp and General Liabilities have also increased department-wide.
Communication	Communication costs have increased primarily due to overall County IT charges, mobile phones and new in car radio expenses.
Direct Operational Support	Costs directly related to Dispatch, Evidence, Records, Sheriff's IT, Fiscal and HR staff supporting the Deputies and Sergeant assigned to Colfax. General wage and benefits have increased year over year.
Equipment & Supplies	Year over year increases in Supplies costs. New personal duty equipment (MDC laptops, Motorola hand held radios with multiband capabilities, new body worn camera and tasers for Deputies and Sergeants).
Training	Training costs per deputy
Vehicle Expense	Vehicle rate increased due to year over year increase in vehicle replacements, parts, maintenance and fuel costs.