



MCFARLAND CITY COUNCIL

McFarland Successor Agency, McFarland Public Finance Authority,
McFarland Improvement Authority, McFarland Parking Authority

Regular Meeting Notice and Agenda

Council Chambers
103 W. Sherwood Ave, McFarland, CA
Website: <https://www.mcfarlandcity.org/>

Wednesday, September 11, 2024
6:00 PM

SAUL AYON, *Mayor*
RICARDO CANO, *Vice Mayor*
AMADOR AYON, *Council Member*
ANITA GONZALEZ, *Council Member*
MARÍA T. PÉREZ, *Council Member*

VIEW THE MEETING RECORDINGS ONLINE at www.mcfarlandcity.org/AgendaCenter Recordings will be available approximately one week following the meeting.

HOW TO SUBMIT PUBLIC COMMENTS: The meetings of the City Council and all municipal entities, commissions, and boards (“the City”) are open to the public. At regularly scheduled meetings, members of the public may address the city on any item listed on the agenda, or on any non-listed matter over which the city has jurisdiction. At special or emergency meetings, members of the public may only address the city on items listed on the agenda. There is a time limitation of two minutes per person. For any item that is not on the agenda and within the jurisdiction or interest of the city, please come to the podium at this time. The Brown Act does not permit any action or discussion on items not listed on the agenda. If you wish to speak regarding a scheduled agenda item, please come to the podium when the item number and subject matter are announced, and the mayor opens Public Comment on the item. When recognized, please begin by providing your name and address for the record (optional). Anyone wishing to submit written information at the meeting needs to furnish ten (10) copies to the City Clerk in advance to allow for distribution to City Council, staff, and the media. Willful disruption of the meeting shall not be permitted. If the Mayor finds that there is in fact willful disruption of any City Council Meeting, he/she may order the disrupting parties out of the room and subsequently conduct the City’s business without them present.

PUBLIC ACCOMMODATIONS: The City of McFarland does not discriminate based on disability and complies with the provisions of the Americans with Disabilities Act (ADA). If you need special assistance to participate in this meeting, please contact the City Clerk’s Office at (661) 792-3091 at least 48 hours prior to the meeting to make reasonable arrangements to ensure accessibility to this meeting.

INTERPRETATION: If you need an interpretation of your communications to the City Council into English, please contact the City Clerk Department at 661-792-3091 ext. 2135 at least 48 hours prior to the meeting.

CALL TO ORDER: Mayor Saul Ayon

ROLL CALL:

Mayor/Chair, Saul Ayon

Vice Mayor/Vice-Chair, Ricardo Cano

Council Member/Board Member, Amador Ayon

Council Member/Board Member, Anita Gonzalez

Council Member/Board Member, María T. Pérez

INVOCATION: Councilmember Maria Perez

PLEDGE OF ALLEGIANCE: Councilmember Amador Ayon

INTERPRETATION**APPROVE AGENDA AS TO FORM****FEATURED PET:**

Is a feature that highlights a pet available for adoption from the McFarland Animal Shelter.

- Featured Pet- Sky

PRESENTATIONS, INTRODUCTIONS AND AWARDS

1. Community Action Partnership of Kern: Resolution in Honor of September 2024 as Hunger Action Month in Kern County

DEPARTMENTAL REPORTS

CONSENT AGENDA: The Consent Agenda consists of items that in staff's opinion are routine and non-controversial. These items are approved in one motion unless a Council Member/ Board Member or Member from the Public requests to remove a particular item.

2. Approval of Expense Report in the Amount of \$574,618.01 from 8/10/2024 to 8/30/2024.
3. Approval of Payroll Report for the Month of August 2024 in the Amount of \$340,121.95.
4. Approval of August 22, 2024, Regular Meeting Minutes
5. Approval of Amendment # 2 to Memorandum of Understanding between Kern Council of Governments and the City of McFarland for EV Ready Communities Phase II Blueprint Implementation
6. Approval of Resolution No. 2024-90 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING AN IRREVOCABLE OFFER OF DEDICATION FOR ALLEY PURPOSES
7. Approval of Resolution No. 2024-100 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING APPROPRIATIONS TO THE COMMUNITY DEVELOPMENT DEPARTMENT FOR BUILDING AND PLANNING SERVICES
8. Approval of Resolution No. 2024-102 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROPRIATING FUNDS TO THE CAL HOME GRANT PROGRAM

PUBLIC HEARINGS

9. Waive full reading and introduce Ordinance No. 14-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 2.40 OF THE MCFARLAND MUNICIPAL CODE RELATED TO THE PLANNING COMMISSION
10. Waive full reading and introduce Ordinance No. 12-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING CODE AMENDMENTS TO TITLE 5 BUSINESS TAXES, LICENSES AND REGULATIONS, CHAPTER 5.46 MOBILE FOOD ESTABLISHMENTS AND ACCEPT CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) A NOTICE OF EXEMPTION.

ADMINISTRATIVE AGENDA

11. Approval of Resolution No. 2024-101 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE MCFARLAND STREET INFRASTRUCTURE PROJECT AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY AGREEMENTS
12. Approval of Resolution No. 2024-103 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPOINTING PLANNING COMMISSIONERS
13. Approval of Resolution No. 2024-106 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MCFARLAND AND THE MCFARLAND POLICE OFFICERS ASSOCIATION (MPOA) FOR THE PERIOD OF 2024-2027
14. Approval of Resolution No. 2024-104 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AMENDMENTS TO THE EMPLOYEE HANDBOOK TO INCLUDE EDUCATIONAL AND SPECIALTY PAY, COMPENSATORY CASH OUT POLICY, BEREAVEMENT LEAVE, AND JURY DUTY
15. Approval of Resolution No. 2024-105 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE PURCHASE OF A WASTEWATER CRANE SERVICE TRUCK IN THE AMOUNT OF \$141,955.59
16. Designation of Voting Delegates and Alternates for the League of California Cities Annual Conference and Expo, October 16-18, 2024

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

- a. Kern Local Agency Formation Commission (LAFCO)
- b. Public Policy and Finance Committee
- c. Public Safety Committee

PUBLIC COMMENT: Members of the public wishing to address the Council about any item not on the agenda may do so at this time. Speakers are limited to two minutes for each person. Fifteen minutes total will be allowed for any one subject. Please state your name and address for the record prior to making a presentation.

COUNCIL STATEMENTS AND REPORTS:

On their own initiative, Council Members may make a brief announcement or a brief report on their

own activities. In addition, Council Members may ask a question of staff or the public for clarification on any matter, provide a reference to staff or other resources for information. Alternatively, request staff to report to the City Council at a later meeting concerning any matter. Furthermore, the City Council, or any member thereof, may take action to direct staff to place a matter of business on a future agenda.

CLOSED SESSION

17. Public Employee Performance Evaluation: City Council Special Projects Manager/Police Oversight Advisor
18. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Government Code § 54956.9(b): (One Case) : Discussion of Department of Labor's recommendation to engage in settlement negotiations concerning USERRA rights

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on September 6, 2024.

Erika De La Cruz

Erika De La Cruz, City Clerk

Diego Viramontes

Deigo Viramontes, City Manager

Next Meeting: Regular City Council September 25, 2024.

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All agenda item and/or supporting documentation is available for public review on the city website at www.mcfarlandcity.org and the office of the City Clerk of the City of McFarland, at 401 W, Kern Ave. McFarland, CA 93250 during regular business hours of 8:00 am – 5:00 pm Monday through Friday, following the posting of the agenda. Any supporting documentation related to an agenda item for an open session of any regular meeting that is distributed after the agenda is posted and prior to the meeting will also be available for review at the same location and available at the meeting.

MCFARLAND POLICE DEPARTMENT: ANIMAL CONTROL OFFICE

12941 Melcher Road, McFarland, CA. 93250

Phone: (661) 792-2121



KENNEL IDENTIFICATION CARD

SKY



NOTES: SKY is a very loving dog she gets along with other dogs and loves attention she is looking for a forever home.

Panacur: 08/17, 08/18, 08/19

Intake ID:	8162024-0010
Breed:	Chihuahua
Color:	Brown/Black
Sex:	Female
Age:	3 yrs.
Weight:	3 lbs.
Chip/Tag:	None
Collar Type:	None
Arrival Date:	08/16/2024
Arrival Reason:	Stray
Brought in by:	ACO Munguia
Status:	Available
Location of Impound:	9 th Street
Available Date:	08/19/2024
DAPP Vaccine:	08/16/2024
Stickers Here:	



Proclamation

2024 Hunger Action Month

September 2024

WHEREAS, hunger and poverty are issues of vital concern in Kern County where in 2022 15.9% of people face hunger in Kern County and 22.1% of children do not know where their next meal will come from; and

WHEREAS, everyone needs nutritious food to thrive, and in every community in America, people are working hard to provide for themselves and their families – yet in 2022, 44 million people – 1 in 7 – including more than 13 million children – 1 in 5 – faced food insecurity in the U.S. That includes more than 144,000 residents in Kern County; and

WHEREAS, the Wonderful Community Food Center at the CAPK Food Bank is committed to working alongside various partners and organizations to fight these food insecurity numbers in Kern County; and

WHEREAS, the Wonderful Community Food Center at the CAPK Food Bank has over 200,000 interactions with community members a month; and

WHEREAS, the Wonderful Community Food Center at the CAPK Food Bank distributed over 20 million pounds of food through more 200 pantry and commodity locations throughout Kern County; and

WHEREAS, the month of September has been designated “Hunger Action Month” in order to bring attention to food insecurity in our communities and to enlist the public in the movement to end hunger by taking action – including volunteering, social media campaigns, donations and the Annual Feed the Need Food Drive at the Kern County Fair on September 24, 2024 – to ensure the community, and everybody in it, has the food they need to thrive.

WHEREAS, food banks across the county, including the CAPK Food Bank will host numerous events throughout the month of September to bring awareness and help end hunger in Kern County;

NOW, THEREFORE, I, Mayor Saul Ayon, on behalf of the City Council of the City of McFarland do hereby recognize September 2024, as **HUNGER ACTION MONTH**, in McFarland, and I call this observance to the attention of our citizens.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of McFarland, CA, on this 11th day of September 2024.



Saul Ayon
Mayor



City of McFarland, CA

Expense Approval Report

By Vendor Name

Payment Dates 8/10/2024 - 8/30/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 3 E AIR - 3 E AIR					
3 E AIR	BP24-0295 Deposit/Refund A...	08/21/2024	BP24-0295 Deposit/Refund A...	01-160-41500-0000-1	131.18
3 E AIR	BP24-0295 Deposit/Refund A...	08/21/2024	BP24-0295 Deposit/Refund A...	01-160-41505-0000-1	6.45
3 E AIR	BP24-0295 Deposit/Refund A...	08/21/2024	BP24-0295 Deposit/Refund A...	01-160-41510-0000-1	6.45
3 E AIR	BP24-0295 Deposit/Refund A...	08/21/2024	BP24-0295 Deposit/Refund A...	01-160-41515-0000-1	6.45
Vendor 3 E AIR - 3 E AIR Total:					150.53
Vendor: Advanced Con - Advanced Concrete					
Advanced Concrete	INV 2023-0853	08/15/2024	INV 2023-0853 Compressor P...	32-510-56410-0000-1	1,158.00
Vendor Advanced Con - Advanced Concrete Total:					1,158.00
Vendor: Advanced Data Storag - Advanced Data Storage, Inc.					
Advanced Data Storage, Inc.	INV 0189307	08/28/2024	INV 0189307 Service Console ...	01-130-52200-0000-1	41.40
Vendor Advanced Data Storag - Advanced Data Storage, Inc. Total:					41.40
Vendor: Agape Nursery - Agape Nursery					
Agape Nursery	INV 1039588	08/21/2024	INV 1039588 15 GL. Crepe My...	30-500-56400-0000-1	325.88
Agape Nursery	INV 1039609	08/21/2024	INV 1039609 WWTP Facilities...	30-500-56400-0000-1	861.88
Vendor Agape Nursery - Agape Nursery Total:					1,187.76
Vendor: Agile Occupational M - Agile Occupational Medicine, PC					
Agile Occupational Medicine, ...	Inv. EM022948	08/15/2024	Inv. EM022948 Drug Screen - ...	01-110-56000-0000-1	30.00
Agile Occupational Medicine, ...	Inv. EM022948	08/15/2024	Inv. EM022948 Drug Screen - F...	01-115-56000-0000-1	80.00
Agile Occupational Medicine, ...	Inv. EM022948	08/15/2024	Inv. EM022948 Drug Screen - ...	01-140-52200-0000-1	30.00
Vendor Agile Occupational M - Agile Occupational Medicine, PC Total:					140.00
Vendor: Alexa Aguil-Bonita - Alexa Aguil-Bonita					
Alexa Aguil-Bonita	INV0027862	08/28/2024	Rental Deposit Alexa Aguil-Bon..	01-24000-0000-1	350.00
Vendor Alexa Aguil-Bonita - Alexa Aguil-Bonita Total:					350.00
Vendor: Amazon Capital Servi - Amazon Capital Services, Inc.					
Amazon Capital Services, Inc.	Amzn Ordn 113-9045061-644...	08/28/2024	Amzn Ordn 113-9045061-644...	01-115-57200-0000-1	6.49
Amazon Capital Services, Inc.	Amzn Ordn 113-9045061-644...	08/28/2024	Amzn Ordn 113-9045061-644...	30-500-57200-0000-1	19.47
Amazon Capital Services, Inc.	Amzn Ordn 113-9045061-644...	08/28/2024	Amzn Ordn 113-9045061-644...	31-505-57200-0000-1	19.48
Amazon Capital Services, Inc.	Amzn Ordn 113-9045061-644...	08/28/2024	Amzn Ordn 113-9045061-644...	32-510-57200-0000-1	19.48
Amazon Capital Services, Inc.	Amzn Ordn 113-9049049-574...	08/28/2024	Amzn Ordn 113-9049049-574...	01-115-57200-0000-1	32.47
Amazon Capital Services, Inc.	Amzn Ordn 113-9049049-574...	08/28/2024	Amzn Ordn 113-9049049-574...	30-500-57200-0000-1	97.43
Amazon Capital Services, Inc.	Amzn Ordn 113-9049049-574...	08/28/2024	Amzn Ordn 113-9049049-574...	31-505-57200-0000-1	97.42
Amazon Capital Services, Inc.	Amzn Ordn 113-9049049-574...	08/28/2024	Amzn Ordn 113-9049049-574...	32-510-57200-0000-1	97.42
Vendor Amazon Capital Servi - Amazon Capital Services, Inc. Total:					389.66
Vendor: American Fidelity - American Fidelity					
American Fidelity	INV0027807	08/22/2024	American Fidelity Accident 1	01-22800-0000-1	19.34
American Fidelity	INV0027808	08/22/2024	Life 1	01-22900-0000-1	9.81
American Fidelity	INV0027809	08/22/2024	American Fidelity - Disability I...	01-22700-0000-1	148.58
American Fidelity	INV0027810	08/22/2024	Life 1	01-22900-0000-1	35.07
American Fidelity	INV0027811	08/22/2024	Life 2	01-22900-0000-1	24.00
American Fidelity	INV0027822	08/22/2024	Cancer 1 American Fidelity	01-22950-0000-1	13.53
American Fidelity	INV0027833	08/22/2024	American Fidelity Accident 2* ...	30-22800-0000-1	27.45
American Fidelity	INV0027833	08/22/2024	American Fidelity Accident 2* ...	34-22800-0000-1	15.41
American Fidelity	INV0027834	08/22/2024	Life 1	34-22900-0000-1	9.81
American Fidelity	INV0027835	08/22/2024	American Fidelity - Disability I...	01-22700-0000-1	23.96
American Fidelity	INV0027835	08/22/2024	American Fidelity - Disability I...	30-22700-0000-1	35.69
American Fidelity	INV0027835	08/22/2024	American Fidelity - Disability I...	31-22700-0000-1	11.63
American Fidelity	INV0027835	08/22/2024	American Fidelity - Disability I...	32-22700-0000-1	14.30
American Fidelity	INV0027835	08/22/2024	American Fidelity - Disability I...	34-22700-0000-1	30.76
American Fidelity	INV0027836	08/22/2024	Health FSA	01-22600-0000-1	19.23
American Fidelity	INV0027837	08/22/2024	Life 1	01-22900-0000-1	21.06
American Fidelity	INV0027837	08/22/2024	Life 1	20-22900-0000-1	6.33

Expense Approval Report

Payment Dates: 8/10/2024 - 8/30/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
American Fidelity	INV0027837	08/22/2024	Life 1	30-22900-0000-1	35.79
American Fidelity	INV0027837	08/22/2024	Life 1	31-22900-0000-1	8.10
American Fidelity	INV0027837	08/22/2024	Life 1	32-22900-0000-1	8.98
American Fidelity	INV0027837	08/22/2024	Life 1	34-22900-0000-1	34.33
American Fidelity	INV0027838	08/22/2024	Life 2	34-22900-0000-1	13.85
American Fidelity	INV0027849	08/22/2024	Cancer 1 American Fidelity	34-22950-0000-1	8.12
American Fidelity	INV0027850	08/22/2024	Cancer 2* - American Fidelity ...	34-22950-0000-1	16.65

Vendor American Fidelity - American Fidelity Total: 591.78**Vendor: American Office Solu - American Office Solutions, LLC**

American Office Solutions, LLC	INV 23037	08/21/2024	INV 23037 City Mgr Laptop Q...	01-115-52930-0000-1	1,507.63
American Office Solutions, LLC	INV 23040	08/21/2024	INV 23040 Service Labor Cove...	01-310-52200-0000-1	3,600.00
American Office Solutions, LLC	INV 23108	08/21/2024	INV 23108 Time Clock Installat...	01-310-52200-0000-1	100.00
American Office Solutions, LLC	INV 23120	08/21/2024	INV 23120 Q1956 WWTP Co...	01-310-52200-0000-1	1,435.46
American Office Solutions, LLC	INV 23209	08/28/2024	INV 23209 MPD Internet Outa...	01-310-52200-0000-1	400.00

Vendor American Office Solu - American Office Solutions, LLC Total: 7,043.09**Vendor: Stalker Radar - Applied Concepts Inc**

Applied Concepts Inc	Inv. 443099	08/21/2024	Inv. 443099 Lidar Unit Repair	01-150-56410-0000-1	579.48
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Vendor Stalker Radar - Applied Concepts Inc Total: 579.48**Vendor: Arredondo Automotive - Arredondo Automotive Group**

Arredondo Automotive Group	Inv. 294841	08/14/2024	Inv. 294841 Unit 53 -Oil Chan...	01-150-56600-0000-1	104.97
Arredondo Automotive Group	Inv. 294924	08/14/2024	Inv. 294924 Unit 55 - Oil Chan...	01-150-56600-0000-1	80.02

Vendor Arredondo Automotive - Arredondo Automotive Group Total: 184.99**Vendor: At&t Mobility - At&t Mobility**

At&t Mobility	AT&T August 2024 Monthly 2...	08/21/2024	AT&T August 2024 Monthly 2...	01-105-57800-0000-1	22.35
At&t Mobility	AT&T August 2024 Monthly 2...	08/21/2024	AT&T August 2024 Monthly 2...	01-110-57800-0000-1	28.97
At&t Mobility	AT&T August 2024 Monthly 2...	08/21/2024	AT&T August 2024 Monthly 2...	01-115-57800-0000-1	42.80
At&t Mobility	AT&T August 2024 Monthly 2...	08/21/2024	AT&T August 2024 Monthly 2...	01-140-57800-0000-1	8.56
At&t Mobility	AT&T August 2024 Monthly 2...	08/21/2024	AT&T August 2024 Monthly 2...	01-155-57800-0000-1	8.56
At&t Mobility	AT&T August 2024 Monthly 2...	08/21/2024	AT&T August 2024 Monthly 2...	01-160-57800-0000-1	8.56
At&t Mobility	AT&T August 2024 Monthly 2...	08/21/2024	AT&T August 2024 Monthly 2...	01-165-57800-0000-1	64.44
At&t Mobility	AT&T August 2024 Monthly 2...	08/21/2024	AT&T August 2024 Monthly 2...	01-175-57800-0000-1	8.56
At&t Mobility	AT&T August 2024 Monthly 2...	08/21/2024	AT&T August 2024 Monthly 2...	30-500-57800-0000-1	130.96
At&t Mobility	AT&T August 2024 Monthly 2...	08/21/2024	AT&T August 2024 Monthly 2...	31-505-57800-0000-1	14.27
At&t Mobility	AT&T August 2024 Monthly 2...	08/21/2024	AT&T August 2024 Monthly 2...	32-510-57800-0000-1	130.98
At&t Mobility	AT&T August 2024 Monthly 2...	08/21/2024	AT&T August 2024 Monthly 2...	01-180-57800-0000-1	45.05
At&t Mobility	AT&T August 2024 Monthly 2...	08/21/2024	AT&T August 2024 Monthly 2...	20-200-57800-0000-1	9.01
At&t Mobility	AT&T August 2024 Monthly 2...	08/21/2024	AT&T August 2024 Monthly 2...	30-500-57800-0000-1	193.64
At&t Mobility	AT&T August 2024 Monthly 2...	08/21/2024	AT&T August 2024 Monthly 2...	32-510-57800-0000-1	188.60
At&t Mobility	AT&T August 2024 Monthly 2...	08/21/2024	AT&T August 2024 Monthly 2...	34-520-57800-0000-1	45.05

Vendor At&t Mobility - At&t Mobility Total: 950.36**Vendor: BHT Engineering, Inc - BHT Engineering, Inc.**

BHT Engineering, Inc.	INV 24-143 J	08/15/2024	INV 24-143 Job #24601 Street...	01-180-56000-0000-1	1,055.00
BHT Engineering, Inc.	Inv No 24-147	08/15/2024	Inv No 24-147 - New Sump Br...	01-140-56000-0000-1	17,745.00
BHT Engineering, Inc.	Inv No 24-234	08/15/2024	Inv No 24-234 - New Sump Br...	01-140-56000-0000-1	1,460.00
BHT Engineering, Inc.	Inv No 24-236	08/15/2024	Inv No 24-236 - TM 7214 Ph 6...	01-140-56000-8150-1	1,140.00

Vendor BHT Engineering, Inc - BHT Engineering, Inc. Total: 21,400.00**Vendor: the round up - Bramaloma Inc**

Bramaloma Inc	Inv. 0082760	08/14/2024	Inv. 0082760 - K9 Police Progr...	01-150-56000-0000-1	80.09
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Vendor the round up - Bramaloma Inc Total: 80.09**Vendor: BraxBro, Inc. - BraxBro, Inc.**

BraxBro, Inc.	INV 1445	08/28/2024	INV 1445 SCADA & PLC Engine...	32-510-56000-0000-1	555.00
BraxBro, Inc.	INV 1446	08/28/2024	INV 1446 SCADA & PLC Engine...	32-510-56000-0000-1	370.00

Vendor BraxBro, Inc. - BraxBro, Inc. Total: 925.00**Vendor: Brenntag - Brenntag Pacific Inc.**

Brenntag Pacific Inc.	INV BPI445580	08/28/2024	INV BPI445580 Garzoli Well Fe...	32-510-58200-0000-1	777.66
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Vendor Brenntag - Brenntag Pacific Inc. Total: 777.66

Expense Approval Report

Payment Dates: 8/10/2024 - 8/30/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: BRIANKNOX - Brian Knox					
Brian Knox	INV0027863	08/28/2024	Kern County Chief Seminar - Pi...	01-150-52000-0000-1	259.00
Vendor BRIANKNOX - Brian Knox Total:					259.00
Vendor: Brink's, Inc. - Brink's, Inc.					
Brink's, Inc.	INV 6770131 Billing Period 07...	08/21/2024	INV 6770131 Billing Period 07...	01-130-51200-0000-1	135.64
Brink's, Inc.	INV 6770131 Billing Period 07...	08/21/2024	INV 6770131 Billing Period 07...	30-500-51200-0000-1	135.65
Brink's, Inc.	INV 6770131 Billing Period 07...	08/21/2024	INV 6770131 Billing Period 07...	31-505-51200-0000-1	135.65
Brink's, Inc.	INV 6770131 Billing Period 07...	08/21/2024	INV 6770131 Billing Period 07...	32-510-51200-0000-1	135.65
Vendor Brink's, Inc. - Brink's, Inc. Total:					542.59
Vendor: BSK ASSOCIATES - BSK ASSOCIATES					
BSK ASSOCIATES	INV AH14432	08/15/2024	INV AH14432 Quanti-Tray Coli...	32-510-58200-0000-1	130.00
BSK ASSOCIATES	INV AH18793	08/21/2024	INV AH18793 BOD TSS	30-500-58200-0000-1	150.00
BSK ASSOCIATES	INV AH18853	08/21/2024	INV AH18853 Arsenic, CA DW ...	32-510-58200-0000-1	122.50
BSK ASSOCIATES	INV AH19159	08/21/2024	INV AH19159 Quanti-Tray Coli...	32-510-58200-0000-1	100.00
BSK ASSOCIATES	INV AH19529	08/28/2024	INV AH19529 Arsenic CA DW I...	32-510-58200-0000-1	190.00
Vendor BSK ASSOCIATES - BSK ASSOCIATES Total:					692.50
Vendor: CALCLEAN - Cal Clean LLC					
Cal Clean LLC	INV 0000300	08/28/2024	INV 0000300 Cal Clean City Co...	01-190-52200-0000-1	280.00
Cal Clean LLC	INV 0000301	08/28/2024	INV 0000301 Cal Clean Service...	01-190-52200-0000-1	920.00
Vendor CALCLEAN - Cal Clean LLC Total:					1,200.00
Vendor: California Background - California Background Investigators Association					
California Background Investig...	INV0027799	08/14/2024	2024 Annual C.B.I.A Training ...	01-150-52000-0000-1	350.00
California Background Investig...	INV0027800	08/14/2024	2024 Annual C.B.I.A Training ...	01-150-52000-0000-1	350.00
California Background Investig...	INV0027801	08/14/2024	2024 Annual C.B.I.A Training ...	01-150-52000-0000-1	350.00
Vendor California Background - California Background Investigators Association Total:					1,050.00
Vendor: California Building - California Building					
California Building	BSASRF Fee Report 01/01/202...	08/21/2024	BSASRF Fee Report 01/01/202...	01-160-41500-0000-1	282.60
California Building	BSASRF Fee Report 01/01/202...	08/21/2024	BSASRF Fee Report 01/01/202...	01-160-41500-0000-1	512.10
California Building	BSASRF Fee Report 04/01/202...	08/21/2024	BSASRF Fee Report 04/01/202...	01-160-41500-0000-1	318.60
California Building	BSASRF Fee Report 04/01/202...	08/21/2024	BSASRF Fee Report 04/01/202...	01-160-41500-0000-1	128.70
California Building	BSASRF Fee Report 07/01/202...	08/21/2024	BSASRF Fee Report 07/01/202...	01-160-41500-0000-1	505.80
California Building	BSASRF Fee Report 10/01/202...	08/21/2024	BSASRF Fee Report 10/01/202...	01-160-41500-0000-1	402.30
Vendor California Building - California Building Total:					2,150.10
Vendor: Vulcan Materials Co - CalMat Co.					
CalMat Co.	INV 74073460	08/15/2024	INV 74073460 Asphalt for Offi...	30-500-56400-0000-1	3,073.24
Vendor Vulcan Materials Co - CalMat Co. Total:					3,073.24
Vendor: Cannon - Cannon Corporation					
Cannon Corporation	INV 88553	08/21/2024	INV 88553 Sewer Master Plan	30-500-56000-7820-1	16,151.44
Cannon Corporation	INV 88659	08/28/2024	INV 88659 SCADA	30-500-56000-7820-1	100.00
Vendor Cannon - Cannon Corporation Total:					16,251.44
Vendor: Nun-100 - Catalina Nunez					
Catalina Nunez	INV0027804	08/21/2024	Expense Reimbursement - Val...	01-105-57100-0000-1	106.60
Vendor Nun-100 - Catalina Nunez Total:					106.60
Vendor: Cintas - Cintas Corporation No.3					
Cintas Corporation No.3	Inv. 5224577812	08/14/2024	Inv. 5224577812 - AED PD	01-150-56000-0000-1	112.57
Cintas Corporation No.3	INV 4201583820	08/21/2024	INV 4201583820 Cintas	01-180-51800-0000-1	132.07
Cintas Corporation No.3	INV 4201583820	08/21/2024	INV 4201583820 Cintas	20-200-51800-0000-1	30.97
Cintas Corporation No.3	INV 4201583820	08/21/2024	INV 4201583820 Cintas	30-500-51800-0000-1	166.93
Cintas Corporation No.3	INV 4201583820	08/21/2024	INV 4201583820 Cintas	32-510-51800-0000-1	76.71
Vendor Cintas - Cintas Corporation No.3 Total:					519.25
Vendor: CivicPlus - CivicPlus LLC					
CivicPlus LLC	Inv. 310942	08/14/2024	Inv. 310942 Public Records Re...	01-111-52200-0000-1	4,494.00
Vendor CivicPlus - CivicPlus LLC Total:					4,494.00
Vendor: Core & Main LP - Core & Main LP					
Core & Main LP	INV U665605	08/14/2024	INV U665605 Replacement M...	32-510-57400-0000-1	4,693.72
Core & Main LP	INV U968480	08/14/2024	INV U968480 Water Dept. Re...	32-510-57400-0000-1	2,474.21
Core & Main LP	INV V216934	08/14/2024	INV V216934 Garzoli Well Parts	32-510-56400-0000-1	1,047.52

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Core & Main LP	INV V319543	08/21/2024	INV V319543 Leak Repair	32-510-57400-0000-1	1,281.18
Core & Main LP	INV V355700	08/21/2024	INV V355700 Water Dept. Ope...	32-510-57400-0000-1	70.36
Core & Main LP	INV V356541	08/21/2024	INV V356541 Water Departm...	32-510-57400-0000-1	225.62
Core & Main LP	INV V388672	08/28/2024	INV V388672 Adapter	32-510-57400-0000-1	25.52
Vendor Core & Main LP - Core & Main LP Total:					9,818.13

Vendor: Data Ticket, Inc - Data Ticket, Inc

Data Ticket, Inc	Inv. 168337	08/14/2024	Inv. 168337 - Citation Processi...	01-155-56000-0000-1	100.00
Data Ticket, Inc	INV 124510724	08/21/2024	INV 124510724 Code Enforce...	01-165-55600-0000-1	100.00
Data Ticket, Inc	INV 167158	08/21/2024	INV 167158 Code Enforcemen...	01-165-55600-0000-1	100.00
Vendor Data Ticket, Inc - Data Ticket, Inc Total:					300.00

Vendor: De Lage Landen - De Lage Landen Financial Services Inc

De Lage Landen Financial Serv...	INV 588144241	08/14/2024	INV 588144241 08/07/2024 5...	01-130-52200-0000-1	117.99
De Lage Landen Financial Serv...	INV 587760989	08/21/2024	INV 587760989 06/07/2024 5...	01-150-52200-0000-1	113.66
De Lage Landen Financial Serv...	INV 588069023	08/21/2024	INV 588069023 07/25/2024 5...	01-130-52200-0000-1	5.90
De Lage Landen Financial Serv...	INV 588143174	08/21/2024	INV 588143174 08/07/2024 5...	01-150-52200-0000-1	113.66
De Lage Landen Financial Serv...	INV 588143800	08/21/2024	INV 588143800 08/07/2024 5...	01-130-52200-0000-1	146.62
De Lage Landen Financial Serv...	Inv. 587960039	08/28/2024	Inv. 587960039 07/07/2024 5...	01-150-52200-0000-1	220.83
Vendor De Lage Landen - De Lage Landen Financial Services Inc Total:					718.66

Vendor: Dee Jaspar - Dee Jaspar & Associates, Inc

Dee Jaspar & Associates, Inc	INV 24-00428	08/21/2024	INV 24-00428 Browning Trea...	32-510-56000-0000-1	9,795.00
Dee Jaspar & Associates, Inc	INV 24-00727	08/21/2024	INV 24-00727 SRF Grant App P...	32-510-56000-0000-1	151.00
Vendor Dee Jaspar - Dee Jaspar & Associates, Inc Total:					9,946.00

Vendor: DEL-TECH - DEL-TECH

DEL-TECH	INV 6746	08/21/2024	INV 6746 Monitor Well Purgin...	30-500-58200-0000-1	880.00
Vendor DEL-TECH - DEL-TECH Total:					880.00

Vendor: Dep. of Conservation - Department of Conservation

Department of Conservation	SMI Quarter 04/01-06/30/2024	08/15/2024	SMI Quarter 04/01-06/30/2024	01-160-41500-0000-1	277.20
Vendor Dep. of Conservation - Department of Conservation Total:					277.20

Vendor: EDD - EDD

EDD	INV0027825	08/22/2024	State Income Tax Withholding	01-22200-0000-1	2,970.19
EDD	INV0027825	08/22/2024	State Income Tax Withholding	30-22200-0000-1	5.98
EDD	INV0027825	08/22/2024	State Income Tax Withholding	32-22200-0000-1	5.96
EDD	INV0027826	08/22/2024	SDI - State Disability Insurance	01-22200-0000-1	875.91
EDD	INV0027826	08/22/2024	SDI - State Disability Insurance	30-22200-0000-1	1.78
EDD	INV0027826	08/22/2024	SDI - State Disability Insurance	32-22200-0000-1	1.76
EDD	INV0027827	08/22/2024	State Unemployment Insuran...	01-22250-0000-1	160.54
EDD	INV0027828	08/22/2024	Employment Training Tax	01-22275-0000-1	3.41
EDD	INV0027853	08/22/2024	State Income Tax Withholding	01-22200-0000-1	931.66
EDD	INV0027853	08/22/2024	State Income Tax Withholding	20-22200-0000-1	34.02
EDD	INV0027853	08/22/2024	State Income Tax Withholding	30-22200-0000-1	601.53
EDD	INV0027853	08/22/2024	State Income Tax Withholding	31-22200-0000-1	242.14
EDD	INV0027853	08/22/2024	State Income Tax Withholding	32-22200-0000-1	433.18
EDD	INV0027853	08/22/2024	State Income Tax Withholding	34-22200-0000-1	26.01
EDD	INV0027854	08/22/2024	SDI - State Disability Insurance	01-22200-0000-1	380.46
EDD	INV0027854	08/22/2024	SDI - State Disability Insurance	20-22200-0000-1	45.87
EDD	INV0027854	08/22/2024	SDI - State Disability Insurance	30-22200-0000-1	238.20
EDD	INV0027854	08/22/2024	SDI - State Disability Insurance	31-22200-0000-1	83.88
EDD	INV0027854	08/22/2024	SDI - State Disability Insurance	32-22200-0000-1	247.32
EDD	INV0027854	08/22/2024	SDI - State Disability Insurance	34-22200-0000-1	20.03
EDD	INV0027855	08/22/2024	State Unemployment Insuran...	01-22250-0000-1	193.23
EDD	INV0027855	08/22/2024	State Unemployment Insuran...	20-22250-0000-1	21.74
EDD	INV0027855	08/22/2024	State Unemployment Insuran...	30-22250-0000-1	39.64
EDD	INV0027855	08/22/2024	State Unemployment Insuran...	31-22250-0000-1	5.93
EDD	INV0027855	08/22/2024	State Unemployment Insuran...	32-22250-0000-1	142.68
EDD	INV0027856	08/22/2024	Employment Training Tax	01-22275-0000-1	4.10
EDD	INV0027856	08/22/2024	Employment Training Tax	20-22275-0000-1	0.46
EDD	INV0027856	08/22/2024	Employment Training Tax	30-22275-0000-1	0.84
EDD	INV0027856	08/22/2024	Employment Training Tax	31-22275-0000-1	0.13

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EDD	INV0027856	08/22/2024	Employment Training Tax	32-22275-0000-1	3.04
Vendor EDD - EDD Total:					7,721.62

Vendor: Edison - Edison

Edison	Edison July 2024 Monthly Billi...	08/28/2024	700091551977	01-180-58100-0000-1	13.97
Edison	Edison July 2024 Monthly Billi...	08/28/2024	700539630040	01-180-58100-0000-1	1,629.83
Edison	Edison July 2024 Monthly Billi...	08/28/2024	700457158822	01-180-58100-0000-1	574.97
Edison	Edison July 2024 Monthly Billi...	08/28/2024	700599695773	01-180-58100-0000-1	115.86
Edison	Edison July 2024 Monthly Billi...	08/28/2024	700669486061	01-180-58100-0000-1	1,791.59
Edison	Edison July 2024 Monthly Billi...	08/28/2024	Late Fees	01-180-58100-0000-1	17.60
Edison	Edison July 2024 Monthly Billi...	08/28/2024	700326486684	01-180-58100-0000-1	81.03
Edison	Edison July 2024 Monthly Billi...	08/28/2024	700671762228	01-180-58100-0000-1	33.80
Edison	Edison July 2024 Monthly Billi...	08/28/2024	Late Fess	30-500-58000-0000-1	0.52
Edison	Edison July 2024 Monthly Billi...	08/28/2024	700494850594	30-500-58000-0000-1	214.63
Edison	Edison July 2024 Monthly Billi...	08/28/2024	700468456995	32-510-58000-0000-1	5,642.07
Vendor Edison - Edison Total:					10,115.87

Vendor: EFTPS - Electronic Federal Tax Payment System

Electronic Federal Tax Paymen...	INV0027823	08/22/2024	Federal Income Tax Withholdi...	01-22050-0000-1	7,004.10
Electronic Federal Tax Paymen...	INV0027823	08/22/2024	Federal Income Tax Withholdi...	30-22050-0000-1	14.36
Electronic Federal Tax Paymen...	INV0027823	08/22/2024	Federal Income Tax Withholdi...	32-22050-0000-1	14.37
Electronic Federal Tax Paymen...	INV0027824	08/22/2024	Social Security	01-22100-0000-1	9,873.52
Electronic Federal Tax Paymen...	INV0027824	08/22/2024	Social Security	30-22100-0000-1	20.04
Electronic Federal Tax Paymen...	INV0027824	08/22/2024	Social Security	32-22100-0000-1	20.04
Electronic Federal Tax Paymen...	INV0027829	08/22/2024	Medicare	01-22150-0000-1	2,309.16
Electronic Federal Tax Paymen...	INV0027829	08/22/2024	Medicare	30-22150-0000-1	4.68
Electronic Federal Tax Paymen...	INV0027829	08/22/2024	Medicare	32-22150-0000-1	4.66
Electronic Federal Tax Paymen...	INV0027851	08/22/2024	Federal Income Tax Withholdi...	01-22050-0000-1	2,011.44
Electronic Federal Tax Paymen...	INV0027851	08/22/2024	Federal Income Tax Withholdi...	20-22050-0000-1	111.76
Electronic Federal Tax Paymen...	INV0027851	08/22/2024	Federal Income Tax Withholdi...	30-22050-0000-1	1,009.97
Electronic Federal Tax Paymen...	INV0027851	08/22/2024	Federal Income Tax Withholdi...	31-22050-0000-1	357.08
Electronic Federal Tax Paymen...	INV0027851	08/22/2024	Federal Income Tax Withholdi...	32-22050-0000-1	805.32
Electronic Federal Tax Paymen...	INV0027851	08/22/2024	Federal Income Tax Withholdi...	34-22050-0000-1	118.51
Electronic Federal Tax Paymen...	INV0027852	08/22/2024	Social Security	01-22100-0000-1	4,288.92
Electronic Federal Tax Paymen...	INV0027852	08/22/2024	Social Security	20-22100-0000-1	517.04
Electronic Federal Tax Paymen...	INV0027852	08/22/2024	Social Security	30-22100-0000-1	2,685.22
Electronic Federal Tax Paymen...	INV0027852	08/22/2024	Social Security	31-22100-0000-1	945.38
Electronic Federal Tax Paymen...	INV0027852	08/22/2024	Social Security	32-22100-0000-1	2,788.02
Electronic Federal Tax Paymen...	INV0027852	08/22/2024	Social Security	34-22100-0000-1	225.80
Electronic Federal Tax Paymen...	INV0027857	08/22/2024	Medicare	01-22150-0000-1	1,003.02
Electronic Federal Tax Paymen...	INV0027857	08/22/2024	Medicare	20-22150-0000-1	120.90
Electronic Federal Tax Paymen...	INV0027857	08/22/2024	Medicare	30-22150-0000-1	628.04
Electronic Federal Tax Paymen...	INV0027857	08/22/2024	Medicare	31-22150-0000-1	221.14
Electronic Federal Tax Paymen...	INV0027857	08/22/2024	Medicare	32-22150-0000-1	651.98
Electronic Federal Tax Paymen...	INV0027857	08/22/2024	Medicare	34-22150-0000-1	52.80
Vendor EFTPS - Electronic Federal Tax Payment System Total:					37,807.27

Vendor: Engineered Air - Engineered Air, Inc

Engineered Air, Inc	INV 33891	08/14/2024	INV 33891 Compressor for We...	32-510-56410-0000-1	10,358.86
Engineered Air, Inc	INV 17821	08/21/2024	INV 17821B Air Compressors ...	32-510-56400-0000-1	2,161.74
Vendor Engineered Air - Engineered Air, Inc Total:					12,520.60

Vendor: EWING - Ewing Irrigation Products Inc.

Ewing Irrigation Products Inc.	INV 22968724	08/21/2024	INV 22968724 Hunter 24VAC ...	20-200-57400-0000-1	87.44
Ewing Irrigation Products Inc.	INV 23038769	08/21/2024	INV 23038769 Landscape Ope...	20-200-57400-0000-1	504.26
Vendor EWING - Ewing Irrigation Products Inc. Total:					591.70

Vendor: farmers home - Farmers Home Administration USDA Rural Development

Farmers Home Administration...	USDA Bond Case#04-015-095...	08/21/2024	USDA Bond Case#04-015-095...	01-155-54600-0000-1	12,558.48
Farmers Home Administration...	USDA Bond Case#04-015-095...	08/21/2024	USDA Bond Case#04-015-095...	01-155-58900-0000-1	20,264.14
Vendor farmers home - Farmers Home Administration USDA Rural Development Total:					32,822.62

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Fred C. Gilbert - Fred C. Gilbert					
Fred C. Gilbert	INV 312174	08/21/2024	INV 312174 Water Dept. Equi...	32-510-56410-0000-1	221.14
Vendor Fred C. Gilbert - Fred C. Gilbert Total:					221.14
Vendor: Frontier - Frontier California Inc.					
Frontier California Inc.	Frontier August 2024 661792...	08/21/2024	Frontier August 2024 661792...	01-150-57800-0000-1	252.60
Frontier California Inc.	Frontier August 24 66179233...	08/21/2024	Frontier August 24 66179233...	30-500-57800-0000-1	225.31
Frontier California Inc.	Frontier July 24 53019821940...	08/21/2024	Frontier July 24 53019821940...	32-510-57800-0000-1	43.23
Frontier California Inc.	Frontier Aug 24 66179234370...	08/28/2024	Frontier Aug 24 66179234370...	01-185-57800-0000-1	100.01
Vendor Frontier - Frontier California Inc. Total:					621.15
Vendor: Jason E Furgason - Furgason Electric Inc					
Furgason Electric Inc	INV 4251-1	08/28/2024	INV 4251-1 Furgason Electric	30-500-56000-7820-1	785.00
Vendor Jason E Furgason - Furgason Electric Inc Total:					785.00
Vendor: gotocom - GoTo Communications Inc					
GoTo Communications Inc	INV7103154735	08/21/2024	INV7103154735 GoTo Month...	01-105-57800-0000-1	8.61
GoTo Communications Inc	INV7103154735	08/21/2024	INV7103154735 GoTo Month...	01-110-57800-0000-1	26.91
GoTo Communications Inc	INV7103154735	08/21/2024	INV7103154735 GoTo Month...	01-115-57800-0000-1	30.14
GoTo Communications Inc	INV7103154735	08/21/2024	INV7103154735 GoTo Month...	01-140-57800-0000-1	30.14
GoTo Communications Inc	INV7103154735	08/21/2024	INV7103154735 GoTo Month...	01-150-57800-0000-1	258.35
GoTo Communications Inc	INV7103154735	08/21/2024	INV7103154735 GoTo Month...	01-155-57800-0000-1	8.61
GoTo Communications Inc	INV7103154735	08/21/2024	INV7103154735 GoTo Month...	01-160-57800-0000-1	8.61
GoTo Communications Inc	INV7103154735	08/21/2024	INV7103154735 GoTo Month...	01-165-57800-0000-1	24.33
GoTo Communications Inc	INV7103154735	08/21/2024	INV7103154735 GoTo Month...	01-175-57800-0000-1	30.14
GoTo Communications Inc	INV7103154735	08/21/2024	INV7103154735 GoTo Month...	01-180-57800-0000-1	35.95
GoTo Communications Inc	INV7103154735	08/21/2024	INV7103154735 GoTo Month...	20-200-57800-0000-1	0.65
GoTo Communications Inc	INV7103154735	08/21/2024	INV7103154735 GoTo Month...	30-500-57800-0000-1	153.50
GoTo Communications Inc	INV7103154735	08/21/2024	INV7103154735 GoTo Month...	31-505-57800-0000-1	63.51
GoTo Communications Inc	INV7103154735	08/21/2024	INV7103154735 GoTo Month...	32-510-57800-0000-1	138.66
Vendor gotocom - GoTo Communications Inc Total:					818.11
Vendor: Grainger - Grainger					
Grainger	INV 9171806236	08/21/2024	INV 9171806236 Glass Rod Kit...	32-510-57400-0000-1	688.27
Grainger	INV 9199644098	08/21/2024	INV 9199644098 WWTP Plasti...	32-510-53800-0000-1	124.77
Vendor Grainger - Grainger Total:					813.04
Vendor: Granite Auto Parts I - Granite Auto Parts Inc					
Granite Auto Parts Inc	INV 846580	08/14/2024	INV 846580 Hose Cutter	30-500-57400-0000-1	90.91
Granite Auto Parts Inc	INV 846662	08/14/2024	INV 846662 Electrical Tape	32-510-57400-0000-1	8.65
Granite Auto Parts Inc	INV 846667	08/14/2024	INV 846667 WWTP Operating ...	30-500-57400-0000-1	6.47
Granite Auto Parts Inc	INV 846679	08/14/2024	INV 846679 WWTP Operating ...	30-500-57400-0000-1	41.03
Granite Auto Parts Inc	INV 846688	08/14/2024	INV 846688 Hose Clamp	30-500-57400-0000-1	64.63
Granite Auto Parts Inc	INV 846705	08/14/2024	INV 846705 Air Filter Fuse Kit	01-180-56440-0000-1	89.54
Granite Auto Parts Inc	INV 846803	08/14/2024	INV 846803 Windshield Wash ...	30-500-56600-0000-1	16.75
Granite Auto Parts Inc	Inv. 846342	08/14/2024	Inv. 846342 Building Mainten...	01-150-56400-0000-1	171.96
Granite Auto Parts Inc	INV 846760	08/21/2024	INV 846760 WWTP Vehicle Ma...	30-500-56600-0000-1	168.70
Granite Auto Parts Inc	INV 846817	08/21/2024	INV 846817 Water Dept. Vehic...	32-510-56600-0000-1	23.25
Granite Auto Parts Inc	INV 846917	08/21/2024	INV 846917 Water Dept. Chain...	32-510-56600-0000-1	41.11
Granite Auto Parts Inc	INV 847033	08/21/2024	INV 847033 Repair Kit	01-180-57400-0000-1	13.52
Granite Auto Parts Inc	INV 847190	08/28/2024	INV 847190 Well 6 Compresso...	32-510-56410-0000-1	33.23
Granite Auto Parts Inc	INV 847263	08/28/2024	INV 847263 LLMD Operating ...	20-200-57400-0000-1	4.32
Granite Auto Parts Inc	INV 847265	08/28/2024	INV 847265 Mowing Head Au...	20-200-57400-0000-1	40.04
Granite Auto Parts Inc	INV 847282	08/28/2024	INV 847282 Pruner Bypass and...	20-200-57400-0000-1	38.78
Granite Auto Parts Inc	INV 847382	08/28/2024	INV 847382 Coupler Streets D...	01-180-56500-0000-1	46.54
Granite Auto Parts Inc	INV 847474	08/28/2024	INV 847474 Safety Equipment	30-500-56800-0000-1	148.57
Vendor Granite Auto Parts I - Granite Auto Parts Inc Total:					1,048.00
Vendor: Gregs Petroleum - Gregs Petroleum					
Gregs Petroleum	Fuel INV 473456 7/30 /24	08/21/2024	Fuel INV 473456 7/30 /24	01-105-54000-0000-1	2.83
Gregs Petroleum	Fuel INV 473456 7/30 /24	08/21/2024	Fuel INV 473456 7/30 /24	01-110-54000-0000-1	14.46
Gregs Petroleum	Fuel INV 473456 7/30 /24	08/21/2024	Fuel INV 473456 7/30 /24	01-111-54000-0000-1	2.83
Gregs Petroleum	Fuel INV 473456 7/30 /24	08/21/2024	Fuel INV 473456 7/30 /24	01-115-54000-0000-1	2.83
Gregs Petroleum	Fuel INV 473456 7/30 /24	08/21/2024	Fuel INV 473456 7/30 /24	01-140-54000-0000-1	4.32

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Gregs Petroleum	Fuel INV 473456 7/30 /24	08/21/2024	Fuel INV 473456 7/30 /24	01-150-54000-0000-1	1,083.97
Gregs Petroleum	Fuel INV 473456 7/30 /24	08/21/2024	Fuel INV 473456 7/30 /24	01-155-54000-0000-1	43.37
Gregs Petroleum	Fuel INV 473456 7/30 /24	08/21/2024	Fuel INV 473456 7/30 /24	01-160-54000-0000-1	14.46
Gregs Petroleum	Fuel INV 473456 7/30 /24	08/21/2024	Fuel INV 473456 7/30 /24	01-165-54000-0000-1	21.60
Gregs Petroleum	Fuel INV 473456 7/30 /24	08/21/2024	Fuel INV 473456 7/30 /24	01-175-54000-0000-1	1.50
Gregs Petroleum	Fuel INV 473456 7/30 /24	08/21/2024	Fuel INV 473456 7/30 /24	01-180-54000-0000-1	173.32
Gregs Petroleum	Fuel INV 473456 7/30 /24	08/21/2024	Fuel INV 473456 7/30 /24	20-200-54000-0000-1	57.83
Gregs Petroleum	Fuel INV 473456 7/30 /24	08/21/2024	Fuel INV 473456 7/30 /24	30-500-54000-0000-1	108.35
Gregs Petroleum	Fuel INV 473456 7/30 /24	08/21/2024	Fuel INV 473456 7/30 /24	32-510-54000-0000-1	43.37
Gregs Petroleum	Fuel INV 473456 7/30 /24	08/21/2024	Fuel INV 473456 7/30 /24	34-520-54000-0000-1	86.75
Gregs Petroleum	Fuel INV 473765 7/30 /24	08/21/2024	Fuel INV 473765 7/30 /24	01-105-54000-0000-1	0.31
Gregs Petroleum	Fuel INV 473765 7/30 /24	08/21/2024	Fuel INV 473765 7/30 /24	01-110-54000-0000-1	1.59
Gregs Petroleum	Fuel INV 473765 7/30 /24	08/21/2024	Fuel INV 473765 7/30 /24	01-111-54000-0000-1	0.31
Gregs Petroleum	Fuel INV 473765 7/30 /24	08/21/2024	Fuel INV 473765 7/30 /24	01-115-54000-0000-1	0.31
Gregs Petroleum	Fuel INV 473765 7/30 /24	08/21/2024	Fuel INV 473765 7/30 /24	01-140-54000-0000-1	0.48
Gregs Petroleum	Fuel INV 473765 7/30 /24	08/21/2024	Fuel INV 473765 7/30 /24	01-150-54000-0000-1	119.24
Gregs Petroleum	Fuel INV 473765 7/30 /24	08/21/2024	Fuel INV 473765 7/30 /24	01-155-54000-0000-1	4.77
Gregs Petroleum	Fuel INV 473765 7/30 /24	08/21/2024	Fuel INV 473765 7/30 /24	01-160-54000-0000-1	1.59
Gregs Petroleum	Fuel INV 473765 7/30 /24	08/21/2024	Fuel INV 473765 7/30 /24	01-165-54000-0000-1	2.38
Gregs Petroleum	Fuel INV 473765 7/30 /24	08/21/2024	Fuel INV 473765 7/30 /24	01-175-54000-0000-1	0.16
Gregs Petroleum	Fuel INV 473765 7/30 /24	08/21/2024	Fuel INV 473765 7/30 /24	01-180-54000-0000-1	19.06
Gregs Petroleum	Fuel INV 473765 7/30 /24	08/21/2024	Fuel INV 473765 7/30 /24	20-200-54000-0000-1	6.36
Gregs Petroleum	Fuel INV 473765 7/30 /24	08/21/2024	Fuel INV 473765 7/30 /24	30-500-54000-0000-1	11.92
Gregs Petroleum	Fuel INV 473765 7/30 /24	08/21/2024	Fuel INV 473765 7/30 /24	32-510-54000-0000-1	4.77
Gregs Petroleum	Fuel INV 473765 7/30 /24	08/21/2024	Fuel INV 473765 7/30 /24	34-520-54000-0000-1	9.54
Gregs Petroleum	Fuel INV 474787 08/02 /24	08/21/2024	Fuel INV 474787 08/02 /24	01-105-54000-0000-1	4.07
Gregs Petroleum	Fuel INV 474787 08/02 /24	08/21/2024	Fuel INV 474787 08/02 /24	01-110-54000-0000-1	20.85
Gregs Petroleum	Fuel INV 474787 08/02 /24	08/21/2024	Fuel INV 474787 08/02 /24	01-111-54000-0000-1	4.07
Gregs Petroleum	Fuel INV 474787 08/02 /24	08/21/2024	Fuel INV 474787 08/02 /24	01-115-54000-0000-1	4.07
Gregs Petroleum	Fuel INV 474787 08/02 /24	08/21/2024	Fuel INV 474787 08/02 /24	01-140-54000-0000-1	6.23
Gregs Petroleum	Fuel INV 474787 08/02 /24	08/21/2024	Fuel INV 474787 08/02 /24	01-150-54000-0000-1	1,563.41
Gregs Petroleum	Fuel INV 474787 08/02 /24	08/21/2024	Fuel INV 474787 08/02 /24	01-155-54000-0000-1	62.55
Gregs Petroleum	Fuel INV 474787 08/02 /24	08/21/2024	Fuel INV 474787 08/02 /24	01-160-54000-0000-1	20.85
Gregs Petroleum	Fuel INV 474787 08/02 /24	08/21/2024	Fuel INV 474787 08/02 /24	01-165-54000-0000-1	31.16
Gregs Petroleum	Fuel INV 474787 08/02 /24	08/21/2024	Fuel INV 474787 08/02 /24	01-175-54000-0000-1	2.16
Gregs Petroleum	Fuel INV 474787 08/02 /24	08/21/2024	Fuel INV 474787 08/02 /24	01-180-54000-0000-1	249.98
Gregs Petroleum	Fuel INV 474787 08/02 /24	08/21/2024	Fuel INV 474787 08/02 /24	20-200-54000-0000-1	83.41
Gregs Petroleum	Fuel INV 474787 08/02 /24	08/21/2024	Fuel INV 474787 08/02 /24	30-500-54000-0000-1	156.27
Gregs Petroleum	Fuel INV 474787 08/02 /24	08/21/2024	Fuel INV 474787 08/02 /24	32-510-54000-0000-1	62.55
Gregs Petroleum	Fuel INV 474787 08/02 /24	08/21/2024	Fuel INV 474787 08/02 /24	34-520-54000-0000-1	125.11
Gregs Petroleum	Fuel INV 475201 08/06/24	08/21/2024	Fuel INV 475201 08/06/24	01-105-54000-0000-1	2.27
Gregs Petroleum	Fuel INV 475201 08/06/24	08/21/2024	Fuel INV 475201 08/06/24	01-110-54000-0000-1	11.63
Gregs Petroleum	Fuel INV 475201 08/06/24	08/21/2024	Fuel INV 475201 08/06/24	01-111-54000-0000-1	2.27
Gregs Petroleum	Fuel INV 475201 08/06/24	08/21/2024	Fuel INV 475201 08/06/24	01-115-54000-0000-1	2.27
Gregs Petroleum	Fuel INV 475201 08/06/24	08/21/2024	Fuel INV 475201 08/06/24	01-140-54000-0000-1	3.48
Gregs Petroleum	Fuel INV 475201 08/06/24	08/21/2024	Fuel INV 475201 08/06/24	01-150-54000-0000-1	871.99
Gregs Petroleum	Fuel INV 475201 08/06/24	08/21/2024	Fuel INV 475201 08/06/24	01-155-54000-0000-1	34.89
Gregs Petroleum	Fuel INV 475201 08/06/24	08/21/2024	Fuel INV 475201 08/06/24	01-160-54000-0000-1	11.63
Gregs Petroleum	Fuel INV 475201 08/06/24	08/21/2024	Fuel INV 475201 08/06/24	01-165-54000-0000-1	17.38
Gregs Petroleum	Fuel INV 475201 08/06/24	08/21/2024	Fuel INV 475201 08/06/24	01-175-54000-0000-1	1.20
Gregs Petroleum	Fuel INV 475201 08/06/24	08/21/2024	Fuel INV 475201 08/06/24	01-180-54000-0000-1	139.43
Gregs Petroleum	Fuel INV 475201 08/06/24	08/21/2024	Fuel INV 475201 08/06/24	20-200-54000-0000-1	46.52
Gregs Petroleum	Fuel INV 475201 08/06/24	08/21/2024	Fuel INV 475201 08/06/24	30-500-54000-0000-1	87.16
Gregs Petroleum	Fuel INV 475201 08/06/24	08/21/2024	Fuel INV 475201 08/06/24	32-510-54000-0000-1	34.89
Gregs Petroleum	Fuel INV 475201 08/06/24	08/21/2024	Fuel INV 475201 08/06/24	34-520-54000-0000-1	69.78
Gregs Petroleum	Fuel INV 4762121 08/09/24	08/21/2024	Fuel INV 4762121 08/09/24	01-105-54000-0000-1	2.02
Gregs Petroleum	Fuel INV 4762121 08/09/24	08/21/2024	Fuel INV 4762121 08/09/24	01-110-54000-0000-1	10.36
Gregs Petroleum	Fuel INV 4762121 08/09/24	08/21/2024	Fuel INV 4762121 08/09/24	01-111-54000-0000-1	2.02
Gregs Petroleum	Fuel INV 4762121 08/09/24	08/21/2024	Fuel INV 4762121 08/09/24	01-115-54000-0000-1	2.02
Gregs Petroleum	Fuel INV 4762121 08/09/24	08/21/2024	Fuel INV 4762121 08/09/24	01-140-54000-0000-1	3.10

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Gregs Petroleum	Fuel INV 4762121 08/09/24	08/21/2024	Fuel INV 4762121 08/09/24	01-150-54000-0000-1	776.60
Gregs Petroleum	Fuel INV 4762121 08/09/24	08/21/2024	Fuel INV 4762121 08/09/24	01-155-54000-0000-1	31.07
Gregs Petroleum	Fuel INV 4762121 08/09/24	08/21/2024	Fuel INV 4762121 08/09/24	01-160-54000-0000-1	10.36
Gregs Petroleum	Fuel INV 4762121 08/09/24	08/21/2024	Fuel INV 4762121 08/09/24	01-165-54000-0000-1	15.48
Gregs Petroleum	Fuel INV 4762121 08/09/24	08/21/2024	Fuel INV 4762121 08/09/24	01-175-54000-0000-1	1.07
Gregs Petroleum	Fuel INV 4762121 08/09/24	08/21/2024	Fuel INV 4762121 08/09/24	01-180-54000-0000-1	124.17
Gregs Petroleum	Fuel INV 4762121 08/09/24	08/21/2024	Fuel INV 4762121 08/09/24	20-200-54000-0000-1	41.43
Gregs Petroleum	Fuel INV 4762121 08/09/24	08/21/2024	Fuel INV 4762121 08/09/24	30-500-54000-0000-1	77.62
Gregs Petroleum	Fuel INV 4762121 08/09/24	08/21/2024	Fuel INV 4762121 08/09/24	32-510-54000-0000-1	31.07
Gregs Petroleum	Fuel INV 4762121 08/09/24	08/21/2024	Fuel INV 4762121 08/09/24	34-520-54000-0000-1	62.15
Gregs Petroleum	Fuel INV 476714 08/13/24	08/21/2024	Fuel INV 476714 08/13/24	01-105-54000-0000-1	4.47
Gregs Petroleum	Fuel INV 476714 08/13/24	08/21/2024	Fuel INV 476714 08/13/24	01-110-54000-0000-1	22.89
Gregs Petroleum	Fuel INV 476714 08/13/24	08/21/2024	Fuel INV 476714 08/13/24	01-111-54000-0000-1	4.47
Gregs Petroleum	Fuel INV 476714 08/13/24	08/21/2024	Fuel INV 476714 08/13/24	01-115-54000-0000-1	4.47
Gregs Petroleum	Fuel INV 476714 08/13/24	08/21/2024	Fuel INV 476714 08/13/24	01-140-54000-0000-1	6.84
Gregs Petroleum	Fuel INV 476714 08/13/24	08/21/2024	Fuel INV 476714 08/13/24	01-150-54000-0000-1	1,716.15
Gregs Petroleum	Fuel INV 476714 08/13/24	08/21/2024	Fuel INV 476714 08/13/24	01-155-54000-0000-1	68.67
Gregs Petroleum	Fuel INV 476714 08/13/24	08/21/2024	Fuel INV 476714 08/13/24	01-160-54000-0000-1	22.89
Gregs Petroleum	Fuel INV 476714 08/13/24	08/21/2024	Fuel INV 476714 08/13/24	01-165-54000-0000-1	34.20
Gregs Petroleum	Fuel INV 476714 08/13/24	08/21/2024	Fuel INV 476714 08/13/24	01-175-54000-0000-1	2.37
Gregs Petroleum	Fuel INV 476714 08/13/24	08/21/2024	Fuel INV 476714 08/13/24	01-180-54000-0000-1	274.41
Gregs Petroleum	Fuel INV 476714 08/13/24	08/21/2024	Fuel INV 476714 08/13/24	20-200-54000-0000-1	91.56
Gregs Petroleum	Fuel INV 476714 08/13/24	08/21/2024	Fuel INV 476714 08/13/24	30-500-54000-0000-1	171.54
Gregs Petroleum	Fuel INV 476714 08/13/24	08/21/2024	Fuel INV 476714 08/13/24	32-510-54000-0000-1	68.67
Gregs Petroleum	Fuel INV 476714 08/13/24	08/21/2024	Fuel INV 476714 08/13/24	34-520-54000-0000-1	137.33
Vendor Gregs Petroleum - Gregs Petroleum Total:					9,399.58

Vendor: Haaker Equipment Co. - Haaker Equipment Co.

Haaker Equipment Co.	INV C5A1YP	08/21/2024	INV C5A1YP WWTP Heavy Equ...30-500-56430-0000-1	211.09
Vendor Haaker Equipment Co. - Haaker Equipment Co. Total:				211.09

Vendor: Halle Porter Newland - Halle Porter Newland & Rickett, LLP

Halle Porter Newland & Rickett...	INV 34833	08/28/2024	INV 34833 McFarland USA Fo... 01-24600-8212-1	500.00
Vendor Halle Porter Newland - Halle Porter Newland & Rickett, LLP Total:				500.00

Vendor: HDS WHITE CAP - HDS WHITE CAP

HDS WHITE CAP	INV 10020300638	08/14/2024	INV 10020300638 Street Dept... 01-180-56410-0000-1	96.44
HDS WHITE CAP	Receipt 61021779	08/28/2024	Receipt 61021779 Streets Ope... 01-180-57400-0000-1	107.96
Vendor HDS WHITE CAP - HDS WHITE CAP Total:				204.40

Vendor: HDL and Associates - Hinderliter, de Llamas & Associates

Hinderliter, de Llamas & Assoc...	HDL SIN041028	08/28/2024	HDL SIN041028 Q1/2024 Audit... 01-130-56000-0000-1	219.70
Hinderliter, de Llamas & Assoc...	HDL SIN041028	08/28/2024	HDL SIN041028 Q1/2024 Cont... 01-130-56000-0000-1	1,383.49
Hinderliter, de Llamas & Assoc...	HDL SIN042651	08/28/2024	HDL SIN042651 Q1/2024 Cont... 01-130-56000-0000-1	600.00
Vendor HDL and Associates - Hinderliter, de Llamas & Associates Total:				2,203.19

Vendor: Hodges - Hodges Law Group

Hodges Law Group	INV 00587	08/21/2024	INV 00587 Public Works Legal ... 01-130-56100-0000-1	133.00
Hodges Law Group	INV 00587	08/21/2024	INV 00587 City Council Legal S... 01-130-56100-0000-1	1,368.00
Hodges Law Group	INV 00587	08/21/2024	INV 00587 Contractual Fee Le... 01-130-56100-0000-1	1,634.00
Hodges Law Group	INV 00587	08/21/2024	INV 00587 Community Dev. L... 01-130-56100-0000-1	2,308.50
Hodges Law Group	INV 00587	08/21/2024	INV 00587 Police Dept Legal S... 01-130-56100-0000-1	3,048.00
Hodges Law Group	INV 00587	08/21/2024	INV 00587 Administration Leg... 01-130-56100-0000-1	703.00
Hodges Law Group	INV 00587	08/21/2024	INV 00587 Human Resources ... 01-130-56100-0000-1	4,875.00
Vendor Hodges - Hodges Law Group Total:				14,069.50

Vendor: Home Depot - Home Depot

Home Depot	INV 1531310	08/14/2024	INV 1531310 Transportation ... 20-200-57400-0000-1	20.38
Home Depot	INV 2974896	08/14/2024	INV 2974896 Facilities Mainte... 01-190-56400-0000-1	312.07
Home Depot	INV 4103500	08/14/2024	INV 4103500 Streets Operatin... 01-180-57400-0000-1	346.31
Home Depot	INV 5974768	08/14/2024	INV 5974768 Water Operating... 32-510-57400-0000-1	510.68
Home Depot	INV 8513662	08/14/2024	INV 8513662 LLMD Operation... 20-200-57400-0000-1	166.83
Home Depot	INV 8970017	08/14/2024	INV 8970017 Facility Building... 01-190-56400-0000-1	80.73
Home Depot	INV 8970018	08/14/2024	INV 8970018 Millman Brass K... 32-510-57400-0000-1	42.98

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Home Depot	INV 974554	08/14/2024	INV 974554 Community Cente...	01-180-57400-0000-1	80.67
Home Depot	INV 974558	08/14/2024	INV 974558 Veterans Hall Facil...	01-185-56400-0000-1	110.78
Home Depot	INV 9974993	08/14/2024	INV 9974993 Transportation ...	20-200-57400-0000-1	75.73
Home Depot	INV 6970117	08/21/2024	INV 6970117 City Hall Mainte...	01-190-56400-0000-1	121.45
Home Depot	INV 1970289	08/28/2024	INV 1970289 City Hall Facilities..	01-190-56400-0000-1	117.06
Home Depot	INV 3974832	08/28/2024	INV 3974832 Streets Repair a...	01-180-56500-0000-1	77.06
Home Depot	INV 4521969	08/28/2024	INV 4521969 WWTP Repair a...	30-500-56410-0000-1	8.60
Home Depot	INV 5034700	08/28/2024	INV 5034700 Meter Service Li...	32-510-56410-0000-1	66.32
Home Depot	INV 5970172	08/28/2024	INV 5970172 LLMD Maintena...	20-200-57400-0000-1	121.82
Home Depot	INV 6970130	08/28/2024	INV 6970130 WWTP Operating..	30-500-57400-0000-1	231.24
Home Depot	INV 6973858	08/28/2024	INV 6973858 WWTP Operatin...	30-500-57400-0000-1	142.42
Home Depot	INV 970339	08/28/2024	INV 970339 WWTP Operating ...	30-500-57400-0000-1	118.17
Vendor Home Depot - Home Depot Total:					2,751.30

Vendor: INFOSEND, INC - INFOSEND, INC

INFOSEND, INC	INV 267853	08/21/2024	INV 267853 August 2024 Cont...	30-500-52200-0000-1	255.42
INFOSEND, INC	INV 267853	08/21/2024	INV 267853 August 2024 Post...	30-500-55600-0000-1	963.46
INFOSEND, INC	INV 267853	08/21/2024	INV 267853 August 2024 Cont...	31-505-52200-0000-1	255.42
INFOSEND, INC	INV 267853	08/21/2024	INV 267853 August 2024 Post...	31-505-55600-0000-1	963.46
INFOSEND, INC	INV 267853	08/21/2024	INV 267853 August 2024 Cont...	32-510-52200-0000-1	256.18
INFOSEND, INC	INV 267853	08/21/2024	INV 267853 August 2024 Post...	32-510-55600-0000-1	966.34
Vendor INFOSEND, INC - INFOSEND, INC Total:					3,660.28

Vendor: Irrigation Concepts - Irrigation Concepts

Irrigation Concepts	INV 49140	08/21/2024	INV 49140 Conductor Wire Co...	01-180-57400-0000-1	79.66
Irrigation Concepts	INV 49151	08/28/2024	INV 49151 Tee Sch 40	20-200-57400-0000-1	2.02
Irrigation Concepts	INV 49152	08/28/2024	INV 49152 Compression Coupl...	20-200-57400-0000-1	4.84
Vendor Irrigation Concepts - Irrigation Concepts Total:					86.52

Vendor: JC Concrete Construc - JC Concrete Construction Inc.

JC Concrete Construction Inc.	INV 1025	08/14/2024	INV 1025 Water Tank V-Gutter	30-500-56400-0000-1	3,680.00
JC Concrete Construction Inc.	INV 1026 Concrete	08/21/2024	INV 1026 Concrete	30-500-56400-0000-1	4,160.00
Vendor JC Concrete Construc - JC Concrete Construction Inc. Total:					7,840.00

Vendor: John Hancock - John Hancock

John Hancock	INV0027805	08/22/2024	401K - Employer	01-20800-0000-1	4,498.91
John Hancock	INV0027805	08/22/2024	401K - Employer	30-20800-0000-1	16.07
John Hancock	INV0027805	08/22/2024	401K - Employer	32-20800-0000-1	16.07
John Hancock	INV0027806	08/22/2024	401K - Employee	01-20800-0000-1	3,347.48
John Hancock	INV0027812	08/22/2024	401K Loan 1	01-20800-0000-1	89.29
John Hancock	INV0027813	08/22/2024	401K Loan 1	01-20800-0000-1	109.43
John Hancock	INV0027814	08/22/2024	401K Loan 1	01-20800-0000-1	256.31
John Hancock	INV0027815	08/22/2024	401k Contribution	01-20800-0000-1	312.75
John Hancock	INV0027816	08/22/2024	401k Contribution	01-20800-0000-1	354.67
John Hancock	INV0027817	08/22/2024	401k Contribution	01-20800-0000-1	304.67
John Hancock	INV0027818	08/22/2024	401k Contribution	01-20800-0000-1	265.76
John Hancock	INV0027819	08/22/2024	401k Contribution	01-20800-0000-1	653.84
John Hancock	INV0027820	08/22/2024	401k Contribution	01-20800-0000-1	286.08
John Hancock	INV0027821	08/22/2024	401k Contribution	01-20800-0000-1	800.00
John Hancock	INV0027830	08/22/2024	401K - Employer	01-20800-0000-1	2,115.26
John Hancock	INV0027830	08/22/2024	401K - Employer	20-20800-0000-1	46.03
John Hancock	INV0027830	08/22/2024	401K - Employer	30-20800-0000-1	1,852.37
John Hancock	INV0027830	08/22/2024	401K - Employer	31-20800-0000-1	693.13
John Hancock	INV0027830	08/22/2024	401K - Employer	32-20800-0000-1	1,902.37
John Hancock	INV0027831	08/22/2024	401K - Employee	01-20800-0000-1	613.03
John Hancock	INV0027831	08/22/2024	401K - Employee	20-20800-0000-1	128.23
John Hancock	INV0027831	08/22/2024	401K - Employee	30-20800-0000-1	515.25
John Hancock	INV0027831	08/22/2024	401K - Employee	31-20800-0000-1	268.31
John Hancock	INV0027831	08/22/2024	401K - Employee	32-20800-0000-1	838.75
John Hancock	INV0027832	08/22/2024	401K - Employer	20-20800-0000-1	313.36
John Hancock	INV0027839	08/22/2024	401K Loan 2	01-20800-0000-1	2.98
John Hancock	INV0027839	08/22/2024	401K Loan 2	30-20800-0000-1	4.47
John Hancock	INV0027839	08/22/2024	401K Loan 2	32-20800-0000-1	4.46

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
John Hancock	INV0027840	08/22/2024	401K Loan 4	34-20800-0000-1	75.00
John Hancock	INV0027841	08/22/2024	401K Loan 5	34-20800-0000-1	69.21
John Hancock	INV0027842	08/22/2024	401K Loan 4	01-20800-0000-1	145.50
John Hancock	INV0027842	08/22/2024	401K Loan 4	20-20800-0000-1	4.50
John Hancock	INV0027843	08/22/2024	401K Loan 4	01-20800-0000-1	51.07
John Hancock	INV0027843	08/22/2024	401K Loan 4	20-20800-0000-1	1.58
John Hancock	INV0027844	08/22/2024	401k Contribution	01-20800-0000-1	256.48
John Hancock	INV0027845	08/22/2024	401k Contribution	01-20800-0000-1	494.89
John Hancock	INV0027846	08/22/2024	401k Contribution	01-20800-0000-1	236.75
John Hancock	INV0027846	08/22/2024	401k Contribution	20-20800-0000-1	7.33
John Hancock	INV0027847	08/22/2024	401k Contribution	34-20800-0000-1	177.12
John Hancock	INV0027848	08/22/2024	401k Contribution	01-20800-0000-1	232.32
Vendor John Hancock - John Hancock Total:					22,361.08
Vendor: Jorge's Smog & Repai - Jorge's Smog & Repai					
Jorge's Smog & Repai	INV 020208	08/21/2024	INV 020208 A/C Service 2019 ...	30-500-56430-0000-1	458.38
Jorge's Smog & Repai	INV 020210	08/21/2024	INV 020210 A/C Repair 2019 K...	30-500-56430-0000-1	381.45
Vendor Jorge's Smog & Repai - Jorge's Smog & Repai Total:					839.83
Vendor: J's Automotive - J's Automotive					
J's Automotive	Inv. 13585	08/14/2024	Inv. 13585 Tow Unit 28	01-150-56000-0000-1	182.00
J's Automotive	Inv. 9707	08/14/2024	Inv. 9707 Crown Victoria Win...	01-150-56600-0000-1	231.82
J's Automotive	Inv. 9708	08/14/2024	Inv. 9708 07' Honda Quad Rep...	01-150-56600-0000-1	466.17
J's Automotive	Inv. 13325	08/15/2024	Inv. 13325 Tow Unit 38	01-150-56000-0000-1	182.00
J's Automotive	Inv. 13326	08/15/2024	Inv. 13326 Tow Unit 52	01-150-56000-0000-1	250.00
J's Automotive	Inv. 13573	08/15/2024	Inv. 13573 Tow Unit 49	01-150-56000-0000-1	182.00
J's Automotive	INV 9684	08/21/2024	INV 9684 Toyota Sienna 45 Da...	34-520-56600-0000-1	65.00
J's Automotive	INV 9689	08/21/2024	INV 9689 Toyota Sienna Rotor...	34-520-56600-0000-1	533.66
Vendor J's Automotive - J's Automotive Total:					2,092.65
Vendor: K.C. Waste - K.C. Waste					
K.C. Waste	July 2024 Gate Fees	08/15/2024	July 2024 Gate Fees	31-505-52800-0000-1	5,681.32
Vendor K.C. Waste - K.C. Waste Total:					5,681.32
Vendor: Keizer Morris Intern - Keizer Morris International					
Keizer Morris International	INV 30055	08/28/2024	INV 30055 Ceramic Blanket	01-180-56410-0000-1	291.50
Vendor Keizer Morris Intern - Keizer Morris International Total:					291.50
Vendor: Kenneth Muller - Kenneth Muller					
Kenneth Muller	INV0027864	08/28/2024	Field Training Officer Update ...	01-150-52010-0000-1	259.00
Vendor Kenneth Muller - Kenneth Muller Total:					259.00
Vendor: Kern County Sheriff - Kern County Sheriffs Office					
Kern County Sheriffs Office	Inv. 2024-29	08/28/2024	Inv. 2024-29 KCSO Academy - ...	01-150-52200-0000-1	1,250.00
Vendor Kern County Sheriff - Kern County Sheriffs Office Total:					1,250.00
Vendor: Kern Machinery - Kern Machinery					
Kern Machinery	INV 103-1166466	08/15/2024	INV 103-1166466 Heavy Equi...	30-500-56430-0000-1	1,628.32
Kern Machinery	INV 102-1174149	08/21/2024	INV 102-1174149 Streets Repa...	01-180-56500-0000-1	54.83
Vendor Kern Machinery - Kern Machinery Total:					1,683.15
Vendor: KOEFRAN - Koefran Industries, Inc.					
Koefran Industries, Inc.	Inv. 0000606779	08/15/2024	Inv. 0000606779 Monthly Serv..	01-155-51100-0000-1	220.50
Koefran Industries, Inc.	Inv. 0000614709 Monthly Serv..	08/21/2024	Inv. 0000614709 Monthly Serv..	01-155-51100-0000-1	220.50
Vendor KOEFRAN - Koefran Industries, Inc. Total:					441.00
Vendor: KRC SAFETY CO INC - KRC SAFETY CO INC					
KRC SAFETY CO INC	INV 64759	08/14/2024	INV 64759 Sign Replacement	01-180-57400-0000-1	1,272.18
KRC SAFETY CO INC	INV 64822	08/21/2024	INV 64822 Crosswalk Materials	01-180-57400-0000-1	2,250.62
Vendor KRC SAFETY CO INC - KRC SAFETY CO INC Total:					3,522.80
Vendor: Leaf - LEAF Capital Funding LLC					
LEAF Capital Funding LLC	INV 16926570	08/21/2024	INV 16926570 Xerox C8155 M...	01-130-52200-0000-1	400.53
Vendor Leaf - LEAF Capital Funding LLC Total:					400.53

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Mariana Sanchez - Mariana Sanchez					
Mariana Sanchez	Valadao's Event Interpreting S...	08/21/2024	Valadao's Event Interpreting S...	01-105-52200-0000-1	200.00
Vendor Mariana Sanchez - Mariana Sanchez Total:					200.00
Vendor: Matthew Dewar - Matthew Dewar					
Matthew Dewar	INV0027859	08/28/2024	Field Training Officer Update ...	01-150-52010-0000-1	259.00
Vendor Matthew Dewar - Matthew Dewar Total:					259.00
Vendor: McFarland Tire - McFarland Tire					
McFarland Tire	INV 34583	08/28/2024	INV 34583 Street Vehicle Main..	01-180-56600-0000-1	20.00
Vendor McFarland Tire - McFarland Tire Total:					20.00
Vendor: Michael Chavez - Michael Chavez					
Michael Chavez	INV0027860	08/28/2024	Rental Deposit Michael Chavez	01-24000-0000-1	350.00
Vendor Michael Chavez - Michael Chavez Total:					350.00
Vendor: MIGUEL GARZA - MIGUEL GARZA					
MIGUEL GARZA	INV0027861	08/28/2024	Rental Deposit Miguel Garza	01-24000-0000-1	350.00
Vendor MIGUEL GARZA - MIGUEL GARZA Total:					350.00
Vendor: Mission Linen Supply - Mission Linen Supply					
Mission Linen Supply	INV 522049185	08/14/2024	INV 522049185 Work Attire	34-520-51800-0000-1	639.27
Vendor Mission Linen Supply - Mission Linen Supply Total:					639.27
Vendor: Harbor Freight - Multi Service Technology Solutions, Inc					
Multi Service Technology Solut..	INV 53efdf4d	08/14/2024	INV 53efdf4d WWTP Operatin...	30-500-57400-0000-1	80.06
Multi Service Technology Solut..	CC #9662 08.09.24 Transfer P...	08/21/2024	CC #9662 08.09.24 Transfer P...	30-500-56410-0000-1	64.94
Vendor Harbor Freight - Multi Service Technology Solutions, Inc Total:					145.00
Vendor: Munguia - Munguia Heating & Air Conditioning					
Munguia Heating & Air Condit...	INV I-7324-1	08/14/2024	INV I-7324-1 Summer Prevent...	01-185-56400-0000-1	420.00
Vendor Munguia - Munguia Heating & Air Conditioning Total:					420.00
Vendor: Office Depot - Office Depot					
Office Depot	INV 372801214001	08/14/2024	INV 372801214001 Water/Str...	01-180-57200-0000-1	2.02
Office Depot	INV 372801214001	08/14/2024	INV 372801214001 Water/Str...	32-510-57200-0000-1	2.01
Office Depot	INV 372801317001	08/14/2024	INV 372801317001 PW Office ...	01-180-57200-0000-1	18.90
Office Depot	INV 372801317001	08/14/2024	INV 372801317001 PW Office ...	30-500-57200-0000-1	18.88
Office Depot	INV 372801317001	08/14/2024	INV 372801317001 PW Office ...	32-510-57200-0000-1	18.88
Office Depot	INV 374244503001	08/14/2024	INV 374244503001 Toner	01-180-57200-0000-1	91.61
Office Depot	INV 374244503001	08/14/2024	INV 374244503001 Toner	32-510-57200-0000-1	91.62
Office Depot	INV 375403100001	08/14/2024	INV 375403100001 Water Dep...	32-510-57200-0000-1	178.49
Office Depot	Inv. 373756381001	08/14/2024	Inv. 373756381001 Police Dep...	01-150-57200-0000-1	50.55
Office Depot	Inv. 373757169001	08/14/2024	Inv. 373757169001 Police Dep...	01-150-57200-0000-1	64.29
Office Depot	Inv. 373757173001	08/15/2024	Inv. 373757173001 Police Dep...	01-150-57200-0000-1	69.68
Office Depot	INV 374325015001	08/21/2024	INV 374325015001 Finance D...	01-115-57200-0000-1	28.66
Office Depot	INV 374325015001	08/21/2024	INV 374325015001 Finance D...	30-500-57200-0000-1	85.97
Office Depot	INV 374325015001	08/21/2024	INV 374325015001 Finance D...	31-505-57200-0000-1	85.96
Office Depot	INV 374325015001	08/21/2024	INV 374325015001 Finance D...	32-510-57200-0000-1	85.96
Office Depot	INV 374340143001	08/21/2024	INV 374340143001 Keytag Rep...	32-510-57200-0000-1	6.06
Office Depot	INV 375970119002	08/21/2024	INV 375970119002 Sanitizers ...	01-115-57200-0000-1	2.73
Office Depot	INV 375970119002	08/21/2024	INV 375970119002 Sanitizers ...	30-500-57200-0000-1	8.17
Office Depot	INV 375970119002	08/21/2024	INV 375970119002 Sanitizers ...	31-505-57200-0000-1	8.18
Office Depot	INV 375970119002	08/21/2024	INV 375970119002 Sanitizers ...	32-510-57200-0000-1	8.18
Office Depot	Inv. 377705122001	08/21/2024	Inv. 377705122001 Police Dep...	01-150-57200-0000-1	144.39
Office Depot	CM0000455	08/28/2024	INV 375970119001 Finance Of...	01-115-57200-0000-1	-4.09
Office Depot	CM0000455	08/28/2024	INV 375970119001 Finance Of...	30-500-57200-0000-1	-12.28
Office Depot	CM0000455	08/28/2024	INV 375970119001 Finance Of...	31-505-57200-0000-1	-12.28
Office Depot	CM0000455	08/28/2024	INV 375970119001 Finance Of...	32-510-57200-0000-1	-12.28
Office Depot	INV 374934439001	08/28/2024	INV 374934439001 Clip Board	32-510-57200-0000-1	9.31
Office Depot	INV 374942540001	08/28/2024	INV 374942540001 Chair Cush...	01-180-57200-0000-1	12.88
Office Depot	INV 374942540001	08/28/2024	INV 374942540001 Chair Cush...	30-500-57200-0000-1	12.87
Office Depot	INV 374942540001	08/28/2024	INV 374942540001 Chair Cush...	32-510-57200-0000-1	12.88
Office Depot	INV 374942544001	08/28/2024	INV 374942544001 Back Chair...	01-180-57200-0000-1	13.68
Office Depot	INV 374942544001	08/28/2024	INV 374942544001 Back Chair...	30-500-57200-0000-1	13.67
Office Depot	INV 374942544001	08/28/2024	INV 374942544001 Back Chair...	32-510-57200-0000-1	13.67

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Office Depot	INV 375970119001	08/28/2024	INV 375970119001 Finance Of...	01-115-57200-0000-1	20.51
Office Depot	INV 375970119001	08/28/2024	INV 375970119001 Finance Of...	30-500-57200-0000-1	61.54
Office Depot	INV 375970119001	08/28/2024	INV 375970119001 Finance Of...	31-505-57200-0000-1	61.53
Office Depot	INV 375970119001	08/28/2024	INV 375970119001 Finance Of...	32-510-57200-0000-1	61.53
Office Depot	INV 376530394001	08/28/2024	INV 376530394001 WWTP Off...	30-500-57200-0000-1	123.04
Office Depot	Inv. 377822356001	08/28/2024	Inv. 377822356001 Police Dep...	01-150-57200-0000-1	2.08
Office Depot	Inv. 377822359001	08/28/2024	Inv. 377822359001 Police Dep...	01-150-57200-0000-1	10.29
Vendor Office Depot - Office Depot Total:					1,459.74

Vendor: Pace Analytical Serv - Pace Analytical Services, LLC

Pace Analytical Services, LLC	INV B500862	08/14/2024	INV B500862 WW Quarterly G...	32-510-58200-0000-1	275.00
Vendor Pace Analytical Serv - Pace Analytical Services, LLC Total:					275.00

Vendor: PG&E COMPANY - PG&E COMPANY

PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	0664171738-1	01-180-58000-0000-1	63.63
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	2514556883-5	01-180-58000-0000-1	136.85
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	0891499733-6	01-180-58000-0000-1	86.49
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	7576987527-1	01-180-58000-0000-1	442.71
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	9777659623-7	01-180-58000-0000-1	9.55
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	4022268837-2	01-180-58000-0000-1	148.33
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	4453174177-3	01-180-58000-0000-1	2,089.23
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	5490736244-3	01-180-58100-0000-1	12.73
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	3877090180-9	01-180-58100-0000-1	456.68
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	0741726506-8	01-180-58100-0000-1	542.16
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	2012021553-6	01-180-58100-0000-1	1,090.37
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	6094933730-1	01-180-58100-0000-1	212.61
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	1601672325-2	01-180-58100-0000-1	295.93
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	7663752590-8	01-180-58100-0000-1	26.38
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	5629608181-5	01-180-58100-0000-1	29.25
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	5568620890-5	01-180-58100-0000-1	10.34
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	4483764300-4	01-180-58100-0000-1	53.93
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	356448726-8	01-180-58100-0000-1	54.34
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	4191871709-5	01-185-58000-0000-1	2,983.20
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	7668473786-9	01-190-58000-0000-1	5,425.82
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	7336692458-4	20-200-58100-0000-1	1,573.91
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	5794429226-7	20-200-58100-0000-1	241.18
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	0979037755-1	20-200-58100-0000-1	10.18
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	3047362805-2	20-200-58100-0000-1	164.19
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	6372122228-7	20-200-58100-0000-1	786.10
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	0309941756-4	20-200-58100-0000-1	243.50
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	5842445837-8	30-500-58000-0000-1	250.42
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	9048125100-8	30-500-58000-0000-1	272.87
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	5490736244-3	30-500-58000-0000-1	12.73
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	2687153110-4	32-510-58000-0000-1	18,987.44
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	0843084856-7	32-510-58000-0000-1	311.36
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	6395880662-0	32-510-58000-0000-1	25.46
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	0425382282-1	32-510-58000-0000-1	142.81
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	0382494192-0	32-510-58000-0000-1	9.53
PG&E COMPANY	PG&E August 2024 Monthly Bil..	08/28/2024	7699604118-2	32-510-58000-0000-1	6,072.19
Vendor PG&E COMPANY - PG&E COMPANY Total:					43,274.40

Vendor: Pitney Bowes - Pitney Bowes

Pitney Bowes	8000-9000-0937-7825 8/05/24..	08/21/2024	8000-9000-0937-7825 8/05/24..	01-105-55600-0000-1	15.38
Pitney Bowes	8000-9000-0937-7825 8/05/24..	08/21/2024	8000-9000-0937-7825 8/05/24..	01-110-55600-0000-1	15.38
Pitney Bowes	8000-9000-0937-7825 8/05/24..	08/21/2024	8000-9000-0937-7825 8/05/24..	01-115-55600-0000-1	15.44
Pitney Bowes	8000-9000-0937-7825 8/05/24..	08/21/2024	8000-9000-0937-7825 8/05/24..	01-130-55600-0000-1	15.38
Pitney Bowes	8000-9000-0937-7825 8/05/24..	08/21/2024	8000-9000-0937-7825 8/05/24..	01-140-55600-0000-1	15.38
Pitney Bowes	8000-9000-0937-7825 8/05/24..	08/21/2024	8000-9000-0937-7825 8/05/24..	01-150-55600-0000-1	15.38
Pitney Bowes	8000-9000-0937-7825 8/05/24..	08/21/2024	8000-9000-0937-7825 8/05/24..	01-155-55600-0000-1	15.38
Pitney Bowes	8000-9000-0937-7825 8/05/24..	08/21/2024	8000-9000-0937-7825 8/05/24..	01-160-55600-0000-1	15.38
Pitney Bowes	8000-9000-0937-7825 8/05/24..	08/21/2024	8000-9000-0937-7825 8/05/24..	01-165-55600-0000-1	15.38
Pitney Bowes	8000-9000-0937-7825 8/05/24..	08/21/2024	8000-9000-0937-7825 8/05/24..	01-175-55600-0000-1	15.38

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Pitney Bowes	8000-9000-0937-7825	8/05/24..08/21/2024	8000-9000-0937-7825 8/05/24..30-500-55600-0000-1		15.38
Pitney Bowes	8000-9000-0937-7825	8/05/24..08/21/2024	8000-9000-0937-7825 8/05/24..31-505-55600-0000-1		15.38
Pitney Bowes	8000-9000-0937-7825	8/05/24..08/21/2024	8000-9000-0937-7825 8/05/24..32-510-55600-0000-1		15.38
Vendor Pitney Bowes - Pitney Bowes Total:					200.00

Vendor: CALRECYCLE - RESOURCES RECYCLING AND RECOVERY

RESOURCES RECYCLING AND ...	CALRecycle INV00000015787...	08/28/2024	CALRecycle INV00000015787...	31-505-44050-8270-1	5,000.00
Vendor CALRECYCLE - RESOURCES RECYCLING AND RECOVERY Total:					5,000.00

Vendor: PLATT - Rexel USA Supply

Rexel USA Supply	INV 5K04478	08/14/2024	INV 5K04478 Facilities Mainte...	01-190-56400-0000-1	118.23
Rexel USA Supply	INV 5K12413	08/21/2024	INV 5K12413 Facilities Mainte...	01-190-56400-0000-1	349.30
Rexel USA Supply	INV 5K31591	08/21/2024	INV 5K31591 Well #6 Water D...	32-510-57400-0000-1	162.66
Rexel USA Supply	INV 5K86608	08/28/2024	INV 5K86608 City Hall Lighting	01-190-56400-0000-1	369.34
Rexel USA Supply	INV 5K94421	08/28/2024	INV 5K94421 City Hall Facility...	01-190-56400-0000-1	107.04
Rexel USA Supply	INV 5L63607	08/28/2024	INV 5L63607 WWTP Conduit ...	30-500-57400-0000-1	2.29
Rexel USA Supply	INV 5L63610	08/28/2024	INV 5L63610 WWTP Operating...	30-500-57400-0000-1	101.02
Rexel USA Supply	INV Y956222	08/28/2024	INV Y956222 WWTP Operating...	30-500-57400-0000-1	494.17
Vendor PLATT - Rexel USA Supply Total:					1,704.05

Vendor: Riverside County - Riverside County Sheriff's Department

Riverside County Sheriff's Dep...	Inv. BCTC0078193	08/28/2024	Inv. BCTC0078193 - Field Train...	01-150-52000-0000-1	193.00
Riverside County Sheriff's Dep...	Inv. BCTC0078915	08/28/2024	Inv. BCTC0078915 - Field Train...	01-150-52000-0000-1	193.00
Vendor Riverside County - Riverside County Sheriff's Department Total:					386.00

Vendor: SC SITES Services - SC SITES Services

SC SITES Services	INV 51974	08/19/2024	INV 51974 Monthly Radio Dis...	01-180-52200-0000-1	52.50
SC SITES Services	INV 51974	08/19/2024	INV 51974 Monthly Radio Dis...	20-200-52200-0000-1	52.50
SC SITES Services	INV 51974	08/19/2024	INV 51974 Monthly Radio Dis...	30-500-52200-0000-1	52.50
SC SITES Services	INV 51974	08/19/2024	INV 51974 Monthly Radio Dis...	32-510-52200-0000-1	52.50
Vendor SC SITES Services - SC SITES Services Total:					210.00

Vendor: Meister Sealcoat & S - SealMaster Bakerfield

SealMaster Bakerfield	INV 68332	08/14/2024	INV 68332 Street Repair	01-180-56500-0000-1	2,070.28
SealMaster Bakerfield	INV 68333	08/14/2024	INV 68333 Street Repair	01-180-56500-0000-1	2,070.28
Vendor Meister Sealcoat & S - SealMaster Bakerfield Total:					4,140.56

Vendor: SECURE SYSTEMS - SECURE SYSTEMS

SECURE SYSTEMS	COM R269581	08/28/2024	COM R269581 06.01.24	01-190-52200-0000-1	52.00
SECURE SYSTEMS	COM R270715 07.01.24 Secur...	08/28/2024	COM R270715 07.01.24 Secur...	01-190-52200-0000-1	52.00
Vendor SECURE SYSTEMS - SECURE SYSTEMS Total:					104.00

Vendor: Solar Energy - Solar Energy of America 1 LLC

Solar Energy of America 1 LLC	INV 33970983 August 2024 M...	08/21/2024	INV 33970983 August 2024 M...	30-500-58000-0000-1	16,421.77
Vendor Solar Energy - Solar Energy of America 1 LLC Total:					16,421.77

Vendor: SPD - SPD

SPD	INV3400	08/28/2024	INV3400 White Window Envel...	01-115-57200-0000-1	42.22
SPD	INV3400	08/28/2024	INV3400 White Window Envel...	30-500-57200-0000-1	126.66
SPD	INV3400	08/28/2024	INV3400 White Window Envel...	31-505-57200-0000-1	126.65
SPD	INV3400	08/28/2024	INV3400 White Window Envel...	32-510-57200-0000-1	126.65
Vendor SPD - SPD Total:					422.18

Vendor: Spectrum - Spectrum

Spectrum	Spectrum August 24 Monthly ...	08/21/2024	Spectrum August 24 Monthly ...	01-130-54800-0000-1	1,190.00
Vendor Spectrum - Spectrum Total:					1,190.00

Vendor: CALTRANS - State of California Department of Transportation

State of California Department..	INV SL241120	08/15/2024	INV SL241120 Signals & Lighti...	01-180-58100-0000-1	30.62
State of California Department..	INV SL241120	08/15/2024	INV SL241120 Signals & Lighti...	20-200-58100-0000-1	30.62
Vendor CALTRANS - State of California Department of Transportation Total:					61.24

Vendor: Stinson Stationers, - Stinson Stationers, Inc.

Stinson Stationers, Inc.	Inv. 297528-0	08/28/2024	Inv. 297528-0 Office Supplies	01-150-57200-0000-1	75.32
Stinson Stationers, Inc.	Inv. 297528-0	08/28/2024	Inv. 297528-0 Nitrile Gloves	01-150-57400-0000-1	113.50
Vendor Stinson Stationers, - Stinson Stationers, Inc. Total:					188.82

Expense Approval Report

Payment Dates: 8/10/2024 - 8/30/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Stratum Reservior - Stratum Reservior (Isotech), LLC					
Stratum Reservior (Isotech), L...	INV 1002-023979	08/21/2024	INV 1002-023979 Browning W...	32-510-58200-0000-1	1,838.00
Vendor Stratum Reservior - Stratum Reservior (Isotech), LLC Total:					1,838.00
Vendor: Torpedo - Torpedo Pest Control					
Torpedo Pest Control	INV 2044	08/21/2024	INV 2044 City Hall Monthly Pe...	01-185-52200-0000-1	100.00
Torpedo Pest Control	INV 2044	08/21/2024	INV 2044 City Hall Monthly Pe...	01-190-52200-0000-1	100.00
Torpedo Pest Control	INV 2120	08/28/2024	INV 2120 City Hall Pest Control	30-500-52200-0000-1	170.00
Torpedo Pest Control	Inv. 2121	08/28/2024	Inv. 2121 Pest Control Service ...	01-155-56400-0000-1	80.00
Vendor Torpedo - Torpedo Pest Control Total:					450.00
Vendor: Tyler Technologies - Tyler Technologies					
Tyler Technologies	INV 025-472930	08/21/2024	INV 025-472930 Epson Printer...	01-310-52200-0000-1	719.24
Tyler Technologies	INV 025-476324	08/28/2024	INV 025-476324 Automated C...	01-310-52200-0000-1	141.72
Vendor Tyler Technologies - Tyler Technologies Total:					860.96
Vendor: ubaldo weiss - Ubaldo J. Weiss					
Ubaldo J. Weiss	INV0027858	08/28/2024	Reimbursement K9 Conf. Nas...	01-150-52000-0000-1	614.33
Ubaldo J. Weiss	INV0027858	08/28/2024	Reimbursement K9 Conf. Nas...	01-150-52000-0000-1	295.00
Ubaldo J. Weiss	INV0027858	08/28/2024	Reimbursement K9 Conf. Nas...	01-150-52000-0000-1	276.50
Ubaldo J. Weiss	INV0027858	08/28/2024	Reimbursement K9 Conf. Nas...	01-150-52000-0000-1	387.96
Vendor ubaldo weiss - Ubaldo J. Weiss Total:					1,573.79
Vendor: ULINE - ULINE					
ULINE	INV 181479768	08/21/2024	INV 181479768 WWTP Safety ...	30-500-56800-0000-1	545.49
Vendor ULINE - ULINE Total:					545.49
Vendor: ultrex management - Ultrex Management Services LLC					
Ultrex Management Services L...	Inv 4146853	08/14/2024	Inv 4146853 CN29305-01 (Squ...	01-150-52200-0000-1	97.09
Ultrex Management Services L...	Inv. 4146405	08/28/2024	Inv. 4146405 CN33785-01 (C...	01-130-52200-0000-1	253.14
Ultrex Management Services L...	Inv. 4155594	08/28/2024	Inv. 4155594 CN35796-01 (Di...	01-150-52200-0000-1	55.05
Vendor ultrex management - Ultrex Management Services LLC Total:					405.28
Vendor: UNITED RENTALS - UNITED RENTALS					
UNITED RENTALS	INV 235988417-001	08/14/2024	INV 235988417-001 Leak Repa...	32-510-53800-0000-1	1,881.77
Vendor UNITED RENTALS - UNITED RENTALS Total:					1,881.77
Vendor: UNWIREDBROADBAND - unWired Broadband LLC					
unWired Broadband LLC	INV02077543	08/21/2024	INV02077543 Internet Monthl...	01-155-57800-0000-1	144.99
unWired Broadband LLC	INV02077543	08/21/2024	INV02077543 Internet Monthl...	30-500-57800-0000-1	145.00
Vendor UNWIREDBROADBAND - unWired Broadband LLC Total:					289.99
Vendor: Valley Pure - Valley Pure					
Valley Pure	Valley Pure Deposit/ Refund A...	08/28/2024	Valley Pure Deposit/ Refund A...	01-140-41400-0000-1	8,000.00
Vendor Valley Pure - Valley Pure Total:					8,000.00
Vendor: Verizon Business - Verizon Business					
Verizon Business	INV 9971342759	08/28/2024	INV 9971342759 Jul 24 City M...	01-105-57800-0000-1	219.66
Verizon Business	INV 9971342759	08/28/2024	INV 9971342759 Jul 24 City M...	01-115-57800-0000-1	12.57
Verizon Business	INV 9971342759	08/28/2024	INV 9971342759 Jul 24 City M...	01-140-57800-0000-1	25.15
Verizon Business	INV 9971342759	08/28/2024	INV 9971342759 Jul 24 City M...	01-160-57800-0000-1	8.38
Verizon Business	INV 9971342759	08/28/2024	INV 9971342759 Jul 24 City M...	01-165-57800-0000-1	8.38
Verizon Business	INV 9971342759	08/28/2024	INV 9971342759 Jul 24 City M...	30-500-57800-0000-1	12.57
Verizon Business	INV 9971342759	08/28/2024	INV 9971342759 Jul 24 City M...	31-505-57800-0000-1	12.57
Verizon Business	INV 9971342759	08/28/2024	INV 9971342759 Jul 24 City M...	32-510-57800-0000-1	4.20
Vendor Verizon Business - Verizon Business Total:					303.48
Vendor: Visual Edge - Visual Edge IT, Inc.					
Visual Edge IT, Inc.	INV 24AR2003968	08/28/2024	INV 24AR2003968 Monthly C...	01-130-54800-0000-1	606.08
Vendor Visual Edge - Visual Edge IT, Inc. Total:					606.08
Vendor: waterworkforce - WaterWorkforce Inc					
WaterWorkforce Inc	INV 1202	08/21/2024	INV 1202 WaterWorkforce	30-500-56000-7820-1	4,182.50
WaterWorkforce Inc	INV 1202	08/21/2024	INV 1202 WaterWorkforce	32-510-56000-0000-1	4,182.50
WaterWorkforce Inc	INV1197	08/28/2024	INV1197 Well Treatment and ...	32-510-53800-0000-1	166,971.89
Vendor waterworkforce - WaterWorkforce Inc Total:					175,336.89

Expense Approval Report

Payment Dates: 8/10/2024 - 8/30/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Williams Scotsman In - William Scotsman Inc					
William Scotsman Inc	Invoice # Q-1833130	08/28/2024	Invoice # Q-1833130 Office Tra..	30-500-52910-2530-1	29,256.90
William Scotsman Inc	Invoice # Q-1833130	08/28/2024	Invoice #Q-1833130 Office Tra...	30-500-56400-0000-1	1,985.00
Vendor Williams Scotsman In - William Scotsman Inc Total:					31,241.90
Grand Total:					574,618.01

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	196,566.77
20 - LIGHTING & LANDSCAPING-DISTRICT 1	5,895.53
30 - SEWER	99,295.45
31 - REFUSE/RECYCLING	15,365.37
32 - WATER	254,827.84
34 - PUBLIC TRANSPORTATION	2,667.05
Grand Total:	574,618.01

Account Summary

Account Number	Account Name	Payment Amount
01-105-52200-0000-1	Contract Services	200.00
01-105-54000-0000-1	Fuel	15.97
01-105-55600-0000-1	Postage	15.38
01-105-57100-0000-1	Special Activities	106.60
01-105-57800-0000-1	Telephone & Communic...	250.62
01-110-54000-0000-1	Fuel	81.78
01-110-55600-0000-1	Postage	15.38
01-110-56000-0000-1	Professional Services - O...	30.00
01-110-57800-0000-1	Telephone & Communic...	55.88
01-111-52200-0000-1	Contract Services	4,494.00
01-111-54000-0000-1	Fuel	15.97
01-115-52930-0000-1	Hardware/Software (Cap...	1,507.63
01-115-54000-0000-1	Fuel	15.97
01-115-55600-0000-1	Postage	15.44
01-115-56000-0000-1	Professional Services - O...	80.00
01-115-57200-0000-1	Supplies - Office	128.99
01-115-57800-0000-1	Telephone & Communic...	85.51
01-130-51200-0000-1	Bank Charges	135.64
01-130-52200-0000-1	Contract Services	965.58
01-130-54800-0000-1	Maintenance Agreements	1,796.08
01-130-55600-0000-1	Postage	15.38
01-130-56000-0000-1	Professional Services - O...	2,203.19
01-130-56100-0000-1	Legal Services	14,069.50
01-140-41400-0000-1	Planning & Engineering ...	8,000.00
01-140-52200-0000-1	Contract Services	30.00
01-140-54000-0000-1	Fuel	24.45
01-140-55600-0000-1	Postage	15.38
01-140-56000-0000-1	Professional Services - O...	19,205.00
01-140-56000-8150-1	Professional Services - T...	1,140.00
01-140-57800-0000-1	Telephone & Communic...	63.85
01-150-52000-0000-1	Conferences/Meetings/T...	3,268.79
01-150-52010-0000-1	Conference/Meeting/Tr...	518.00
01-150-52200-0000-1	Contract Services	1,850.29
01-150-54000-0000-1	Fuel	6,131.36
01-150-55600-0000-1	Postage	15.38
01-150-56000-0000-1	Professional Services - O...	988.66
01-150-56400-0000-1	Repairs & Maint - Build &..	171.96
01-150-56410-0000-1	Repairs & Maintenance ...	579.48
01-150-56600-0000-1	Repairs & Maintenance -...	882.98
01-150-57200-0000-1	Supplies - Office	416.60
01-150-57400-0000-1	Supplies - Operating	113.50
01-150-57800-0000-1	Telephone & Communic...	510.95
01-155-51100-0000-1	Animal Disposal	441.00
01-155-54000-0000-1	Fuel	245.32
01-155-54600-0000-1	Interest Expense	12,558.48
01-155-55600-0000-1	Postage	15.38
01-155-56000-0000-1	Professional Services - O...	100.00

Account Summary

Account Number	Account Name	Payment Amount
01-155-56400-0000-1	Repairs & Maint - Build &...	80.00
01-155-57800-0000-1	Telephone & Communic...	162.16
01-155-58900-0000-1	Debt Principal Redeemed	20,264.14
01-160-41500-0000-1	Building Permits	2,558.48
01-160-41505-0000-1	Technology Fee	6.45
01-160-41510-0000-1	Training Fee	6.45
01-160-41515-0000-1	Building - GP Maintenanc...	6.45
01-160-54000-0000-1	Fuel	81.78
01-160-55600-0000-1	Postage	15.38
01-160-57800-0000-1	Telephone & Communic...	25.55
01-165-54000-0000-1	Fuel	122.20
01-165-55600-0000-1	Postage	215.38
01-165-57800-0000-1	Telephone & Communic...	97.15
01-175-54000-0000-1	Fuel	8.46
01-175-55600-0000-1	Postage	15.38
01-175-57800-0000-1	Telephone & Communic...	38.70
01-180-51800-0000-1	Clothing Allowance	132.07
01-180-52200-0000-1	Contract Services	52.50
01-180-54000-0000-1	Fuel	980.37
01-180-56000-0000-1	Professional Services - O...	1,055.00
01-180-56410-0000-1	Repairs & Maintenance ...	387.94
01-180-56440-0000-1	Repairs & Maintenance...	89.54
01-180-56500-0000-1	Repairs/Maintenance St...	4,318.99
01-180-56600-0000-1	Repairs/Maintenance - ...	20.00
01-180-57200-0000-1	Supplies - Office	139.09
01-180-57400-0000-1	Supplies - Operating	4,150.92
01-180-57800-0000-1	Telephone & Communic...	81.00
01-180-58000-0000-1	Utilities	2,976.79
01-180-58100-0000-1	Street Lighting	7,073.99
01-185-52200-0000-1	Contract Services	100.00
01-185-56400-0000-1	Repairs & Maint - Build &...	530.78
01-185-57800-0000-1	Telephone & Communic...	100.01
01-185-58000-0000-1	Utilities	2,983.20
01-190-52200-0000-1	Contract Services	1,404.00
01-190-56400-0000-1	Repairs & Maint - Build &...	1,575.22
01-190-58000-0000-1	Utilities	5,425.82
01-20800-0000-1	Pension Payable	15,427.47
01-22050-0000-1	Federal Withholding Pay...	9,015.54
01-22100-0000-1	FICA Payable	14,162.44
01-22150-0000-1	Medicare Payable	3,312.18
01-22200-0000-1	State Withholding Payab...	5,158.22
01-22250-0000-1	SUTA Payable	353.77
01-22275-0000-1	ETT Payable	7.51
01-22600-0000-1	Health FSA	19.23
01-22700-0000-1	Disability LTD	172.54
01-22800-0000-1	Accident	19.34
01-22900-0000-1	Life	89.94
01-22950-0000-1	Cancer-American Fidelity	13.53
01-24000-0000-1	Deposits	1,050.00
01-24600-8212-1	Deferred Revenue - Gen...	500.00
01-310-52200-0000-1	Contract Services	6,396.42
20-200-51800-0000-1	Clothing Allowance	30.97
20-200-52200-0000-1	Contract Services	52.50
20-200-54000-0000-1	Fuel	327.11
20-200-57400-0000-1	Supplies - Operating	1,066.46
20-200-57800-0000-1	Telephone & Communic...	9.66
20-200-58100-0000-1	Street Lighting	3,049.68
20-20800-0000-1	Pension Payable	501.03

Account Summary

Account Number	Account Name	Payment Amount
20-22050-0000-1	Federal Withholding Pay...	111.76
20-22100-0000-1	FICA Payable	517.04
20-22150-0000-1	Medicare Payable	120.90
20-22200-0000-1	State Withholding Payab...	79.89
20-22250-0000-1	SUTA Payable	21.74
20-22275-0000-1	ETT Payable	0.46
20-22900-0000-1	Life	6.33
30-20800-0000-1	Pension Payable	2,388.16
30-22050-0000-1	Federal Withholding Pay...	1,024.33
30-22100-0000-1	FICA Payable	2,705.26
30-22150-0000-1	Medicare Payable	632.72
30-22200-0000-1	State Withholding Payab...	847.49
30-22250-0000-1	SUTA Payable	39.64
30-22275-0000-1	ETT Payable	0.84
30-22700-0000-1	Disablity LTD	35.69
30-22800-0000-1	Accident	27.45
30-22900-0000-1	Life	35.79
30-500-51200-0000-1	Bank Charges	135.65
30-500-51800-0000-1	Clothing Allowance	166.93
30-500-52200-0000-1	Contract Services	477.92
30-500-52910-2530-1	Buildings & Imps. (Capita...	29,256.90
30-500-54000-0000-1	Fuel	612.86
30-500-55600-0000-1	Postage	978.84
30-500-56000-7820-1	Professional Services - ...	21,218.94
30-500-56400-0000-1	Repairs & Maint - Build &...	14,086.00
30-500-56410-0000-1	Repairs & Maintenance ...	73.54
30-500-56430-0000-1	Repairs & Maintenance -...	2,679.24
30-500-56600-0000-1	Repairs & Maintenance -...	185.45
30-500-56800-0000-1	Safety Equipment	694.06
30-500-57200-0000-1	Supplies - Office	555.42
30-500-57400-0000-1	Supplies - Operating	1,372.41
30-500-57800-0000-1	Telephone & Communic...	860.98
30-500-58000-0000-1	Utilities	17,172.94
30-500-58200-0000-1	Water/Soil/Other Analys...	1,030.00
31-20800-0000-1	Pension Payable	961.44
31-22050-0000-1	Federal Withholding Pay...	357.08
31-22100-0000-1	FICA Payable	945.38
31-22150-0000-1	Medicare Payable	221.14
31-22200-0000-1	State Withholding Payab...	326.02
31-22250-0000-1	SUTA Payable	5.93
31-22275-0000-1	ETT Payable	0.13
31-22700-0000-1	Disablity LTD	11.63
31-22900-0000-1	Life	8.10
31-505-44050-8270-1	State Grant - Beverage C...	5,000.00
31-505-51200-0000-1	Bank Charges	135.65
31-505-52200-0000-1	Contract Services	255.42
31-505-52800-0000-1	County Waste Managem...	5,681.32
31-505-55600-0000-1	Postage	978.84
31-505-57200-0000-1	Supplies - Office	386.94
31-505-57800-0000-1	Telephone & Communic...	90.35
32-20800-0000-1	Pension Payable	2,761.65
32-22050-0000-1	Federal Withholding Pay...	819.69
32-22100-0000-1	FICA Payable	2,808.06
32-22150-0000-1	Medicare Payable	656.64
32-22200-0000-1	State Withholding Payab...	688.22
32-22250-0000-1	SUTA Payable	142.68
32-22275-0000-1	ETT Payable	3.04
32-22700-0000-1	Disablity LTD	14.30

Account Summary

Account Number	Account Name	Payment Amount
32-22900-0000-1	Life	8.98
32-510-51200-0000-1	Bank Charges	135.65
32-510-51800-0000-1	Clothing Allowance	76.71
32-510-52200-0000-1	Contract Services	308.68
32-510-53800-0000-1	Equipment Rental	168,978.43
32-510-54000-0000-1	Fuel	245.32
32-510-55600-0000-1	Postage	981.72
32-510-56000-0000-1	Professional Services - O...	15,053.50
32-510-56400-0000-1	Repairs & Maint - Build &..	3,209.26
32-510-56410-0000-1	Repairs & Maintenance- ...	11,837.55
32-510-56600-0000-1	Repairs & Maintenance -...	64.36
32-510-57200-0000-1	Supplies - Office	719.86
32-510-57400-0000-1	Supplies - Operating	10,183.85
32-510-57800-0000-1	Telephone & Communic...	505.67
32-510-58000-0000-1	Utilities	31,190.86
32-510-58200-0000-1	Water/Soil/Other Analys...	3,433.16
34-20800-0000-1	Pension Payable	321.33
34-22050-0000-1	Federal Withholding Pay...	118.51
34-22100-0000-1	FICA Payable	225.80
34-22150-0000-1	Medicare Payable	52.80
34-22200-0000-1	State Withholding Payab...	46.04
34-22700-0000-1	Disablity LTD	30.76
34-22800-0000-1	Accident	15.41
34-22900-0000-1	Life	57.99
34-22950-0000-1	Cancer-American Fidelity	24.77
34-520-51800-0000-1	Clothing Allowance	639.27
34-520-54000-0000-1	Fuel	490.66
34-520-56600-0000-1	Repairs & Maintenance -...	598.66
34-520-57800-0000-1	Telephone & Communic...	45.05
Grand Total:		574,618.01

Project Account Summary

Project Account Key	Payment Amount
None	574,618.01
Grand Total:	574,618.01



Payroll Set: City-City of McFarland

Department: 105 - City Council

Employee Number	Pay Code	# of Payments	Units	Pay Amount
AYO300	Salary - Elected - Salary - Electec	1	0	200
	Total:		0	200
Ayo100	Salary - Elected - Salary - Electec	1	0	200
	Total:		0	200
Cano100	Salary - Elected - Salary - Electec	1	0	200
	Total:		0	200
GON610	Salary - Elected - Salary - Electec	1	0	200
	Total:		0	200
PER100	Salary - Elected - Salary - Electec	1	0	200
	Total:		0	200
105 - City Council Total:			0	1000

Department: 110 - City Administration

Employee Number	Pay Code	# of Payments	Units	Pay Amount
AYN100	Hourly - Temp - Hourly Tempora	2	114.33	1829.28
	Total:		114.33	1829.28
Nun100	Bilingual - Bilingual	2	0	27.7
	Comp Time Earned - Comp Time	1	6	0
	Hourly - Hourly	2	149	4327.56
	Hourly - Reg - Hourly - Regular	2	3.09	89.74
	Live Scan - Live Scan	2	0	27.7
	OT - Overtime	2	11.49	500.54
	Personal - Personal Day	1	9	261.44
	Sick - Sick Pay	1	2	58.08
	Total:		180.58	5292.76
VIR100	Salary - Salary	2	160	14230.76
	Total:		160	14230.76
110 - City Administration Total:			454.91	21352.8

Department: 111 - City Clerk

Employee Number	Pay Code	# of Payments	Units	Pay Amount
DEL200	Bachelor's Degree - Bachelor's D	1	0	9.23
	Salary - Salary	1	80	2381.59
	Total:		80	2390.82
	111 - City Clerk Total:		80	2390.82

Department: 112 - Human Resources

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MCC100	Hourly - Hourly	1	56	2557.7
	Salary - Salary	1	80	3653.85
	Sick - Sick Pay	1	24	1096.16
	Total:		160	7307.71
	112 - Human Resources Total:		160	7307.71

Department: 115 - Finance & Accounting

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ARC100	Hourly - Hourly	1	77.75	3521.93
	Salary - Salary	1	87.42	3623.85
	Sick - Sick Pay	1	2.25	101.92
	Total:		167.42	7247.7
ARR100	Hourly - Hourly	2	142.75	2724.77
	Sick - Sick Pay	1	7.98	152.34
	Vacation - Vacation Pay	1	2.85	54.41
	Total:		153.58	2931.52
ESP100	Bachelor's Degree - Bachelor's D	2	0	18.46
	Bilingual - Bilingual	2	0	27.7
	Hourly - Hourly	2	122.16	4114.47
	OT - Overtime	1	7.66	387
	Sick - Sick Pay	1	28.84	971.33
	Vacation - Vacation Pay	1	9	303.12
	Total:		167.66	5822.08
FER100	Hourly - Temp - Hourly Tempora	2	64.09	1025.44
	Total:		64.09	1025.44
GON600	Bilingual - Bilingual	2	0	27.7
	Comp Time Earned - Comp Time	2	7.25	0
	Hourly - Hourly	2	159.58	4634.88
	OT - Overtime	1	0.5	21.78
	Sick - Sick Pay	1	0.42	12.2
	Total:		167.75	4696.56

TOR100	Comp Time Earned - Comp Time	2	20.65	0
	Hourly - Hourly	2	156	3905.8
	Sick - Sick Pay	1	4	102.68
	Total:		180.65	4008.48
VAC110	Hourly - Reg - Hourly - Regular	1	3.92	71.23
	Hourly - Temp - Hourly Tempora	2	148.34	2694.57
	OT - Overtime	2	11.24	306.26
	Sick - Sick Pay	2	11.66	211.83
	Total:		175.16	3283.89
115 - Finance & Accounting Total:			1076.31	29015.67

Department: 140 - Planning

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ARA100	Hourly - Temp - Hourly Tempora	4	76	1216
	Total:		76	1216
DEL100	Bachelor's Degree - Bachelor's D	2	0	18.46
	Hourly - Hourly	2	144.59	6233.49
	Notary - Notary	2	0	27.7
	Sick - Sick Pay	2	15.41	664.35
	Total:		160	6944
SALD100	Hourly - Hourly	1	72	3634.61
	Salary - Salary	1	83.5	4038.46
	Vacation - Vacation Pay	1	8	403.85
	Total:		163.5	8076.92
140 - Planning Total:			399.5	16236.92

Department: 150 - Police

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ALB100142	Hourly - Hourly	2	156	5126.29
	OT - Overtime	1	12.5	616.15
	PD - Court Appear - PD - Court A	1	3	147.88
	Vacation - Vacation Pay	1	12	394.32
	Total:		183.5	6284.64
ALW100145	Comp Time Earned PD - Comp T	1	4.5	0
	Comp Time Taken PD - Comp Tir	1	24	788.68
	Hourly - Hourly	2	144	4731.93
	Intermediate POST - Intermedia	2	0	46.16
	OT - Overtime	2	13	640.8
	PD - Court Appear - PD - Court A	1	6	295.75
	Total:		191.5	6503.32

[CAZ100151](#)

Bilingual - Bilingual	2	0	92.3
Hourly - Hourly	2	168	5255.29
OT - Overtime	2	29	1360.81
PD - Court Appear - PD - Court A	1	3	140.77
Total:	200	6849.17	

[DEW100147](#)

Hourly - Hourly	2	156	6245.95
OT - Overtime	2	25	1501.37
Vacation - Vacation Pay	1	12	480.48
Total:	193	8227.8	

[EST150](#)

Bilingual - Bilingual	2	0	92.3
Hourly - Hourly	2	156	4879.9
OT - Overtime	1	4	187.7
PD - Court Appear - PD - Court A	1	8	375.4
Workers Comp - Workers Comp	1	12	375.4
Total:	180	5910.7	

[GAL100149](#)

Hourly - Hourly	2	156	5658.46
Intermediate POST - Intermedia	2	0	46.16
OT - Overtime	2	39	2122.08
PD - Court Appear - PD - Court A	1	3	163.24
Vacation - Vacation Pay	1	12	435.3
Total:	210	8425.24	

[GAR100114](#)

Bilingual - Bilingual	2	0	92.3
Hourly - Hourly	2	92	2139.79
Total:	92	2232.09	

[GAR100150](#)

Advanced POST - Advanced POS	2	0	69.24
Bereavement - Bereavement Pa	2	24	1009.49
Hourly - Hourly	2	133	5594.41
OT - Overtime	2	8.5	536.34
Sick - Sick Pay	1	3	126.18
Total:	168.5	7335.66	

[HAN100112](#)

Hourly - Hourly	2	168	6093.76
OT - Overtime	1	14.5	788.98
Total:	182.5	6882.74	

[HAS100143](#)

Hourly - Hourly	2	160	3370.7
OT - Overtime	2	2.5	78.99
Total:	162.5	3449.69	

[KNO100](#)

Hourly - Hourly	1	72	4153.84
Salary - Salary	1	80	4615.38
Vacation - Vacation Pay	1	8	461.54
Total:	160	9230.76	

LOP125	Bachelor's Degree - Bachelor's D	2	0	46.16
	Bilingual - Bilingual	2	0	92.3
	Comp Time Earned PD - Comp 1	2	31.5	0
	Hourly - Hourly	2	157	4234.12
	OT - Overtime	2	20.5	829.3
	Sick - Sick Pay	1	3	80.9
	Standby - Standby	2	0	400
	Total:		212	5682.78
MAD100	Hourly - Hourly	2	160	3208
	Total:		160	3208
MUL100	Advanced POST - Advanced POS	2	0	69.24
	Bachelor's Degree - Bachelor's D	2	0	46.16
	Comp Time Earned PD - Comp 1	1	6	0
	Hourly - Hourly	2	168	6402.44
	OT - Overtime	2	53.5	3058.29
	Total:		227.5	9576.13
NIN100	Hourly - Hourly	2	160	3909.28
	Total:		160	3909.28
OLL100	Bachelor's Degree - Bachelor's D	2	0	46.16
	Cash-in-Lieu - Cash-in-Lieu	2	0	369.24
	Hourly - Hourly	2	160	3208
	Total:		160	3623.4
OLM100	Advanced POST - Advanced POS	2	0	69.24
	Bachelor's Degree - Bachelor's D	2	0	46.16
	Salary - Salary	2	160	8076.8
	Total:		160	8192.2
PES100152	Comp Time Earned PD - Comp 1	1	9	0
	Comp Time Taken PD - Comp Tir	1	50	1813.74
	Hourly - Hourly	1	30	1088.24
	SRO - School Resource Officer	1	80	2901.6
	Total:		169	5803.58
SHA100152	Advanced POST - Advanced POS	2	0	69.24
	Bachelor's Degree - Bachelor's D	2	0	46.16
	Comp Time Earned PD - Comp 1	2	12.75	0
	Hourly - Hourly	2	156	6245.99
	Sick - Sick Pay	1	12	480.44
	Total:		180.75	6841.83

TAF200	Comp Time Earned PD - Comp 1	1	14.25	0
	Hourly - Hourly	1	58	1953.53
	OT - Overtime	1	12	606.27
	Sick - Sick Pay	2	62.03	2089.2
	Vacation - Vacation Pay	1	39.97	1346.19
	Total:		186.25	5995.19
VEL200	Bilingual - Bilingual	2	0	92.3
	Comp Time Earned PD - Comp 1	1	24	0
	Hourly - Hourly	2	160	3721.38
	OT - Overtime	1	22	767.58
	Total:		206	4581.26
WEIS100	Comp Time Earned PD - Comp 1	1	15	0
	Hourly - Hourly	2	160	5803.58
	K9 OT - K9 Overtime	2	14	761.76
	OT - Overtime	2	14.5	788.98
	Total:		203.5	7354.32
WIL100150	Hourly - Hourly	1	40	6000
	Total:		40	6000
150 - Police Total:			3988.5	142099.78

Department: 155 - Animal Control

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MUN100	Hourly - Hourly	2	160	3054.04
	OT - Overtime	2	58.42	1672.65
	Standby - Standby	2	0	200
	Total:		218.42	4926.69
	155 - Animal Control Total:		218.42	4926.69

Department: 165 - Code Enforcement

Employee Number	Pay Code	# of Payments	Units	Pay Amount
PER200	Comp Time Earned - Comp Time	1	4.25	0
	Hourly - Hourly	2	156	4643.8
	Hourly - Reg - Hourly - Regular	1	0.41	12.21
	OT - Overtime	1	2	89.3
	Sick - Sick Pay	1	3	89.3
	Vacation - Vacation Pay	1	4	119.08
	Total:		169.66	4953.69
165 - Code Enforcement Total:			169.66	4953.69

Department: 175 - Grants Administration

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MAR210	Hourly - Hourly	2	139.66	2942.91
	Hourly - Reg - Hourly - Regular	1	2.91	61.33
	Personal - Personal Day	1	9	189.67
	Sick - Sick Pay	2	11.34	238.94
	Total:		162.91	3432.85
McG100	Hourly - Hourly	2	124	3783.47
	Hourly - Reg - Hourly - Regular	1	1.16	35.4
	OT - Overtime	1	5.75	263.15
	Sick - Sick Pay	2	33.21	1013.35
	Total:		164.12	5095.37
175 - Grants Administration Total:			327.03	8528.22

Department: 180 - Public Works

Employee Number	Pay Code	# of Payments	Units	Pay Amount
CABR100	Cash Out - VAC - Cash Out - Vac	1	72	2700
	Cash Out- ADMIN - Cash Out- Ac	1	40	1500
	Hourly - Hourly	2	143	5362.5
	Sick - Sick Pay	2	17	637.5
	Total:		272	10200
CORT100	Hourly - Hourly	2	151.75	2968.23
	Hourly - Reg - Hourly - Regular	2	8.25	161.37
	OT - Overtime	2	49.65	1456.73
	Sick - Sick Pay	2	8.25	161.37
	Total:		217.9	4747.7
DRA100	Bachelor's Degree - Bachelor's D	2	0	18.46
	Comp Time Earned - Comp Time	2	5	0
	Hourly - Hourly	2	143	2729.87
	Hourly - Reg - Hourly - Regular	1	0.66	12.6
	Personal - Personal Day	1	9	171.81
	Sick - Sick Pay	1	8	152.72
	Total:		165.66	3085.46
GUE100	Comp Time Earned - Comp Time	1	7.5	0
	Hourly - Hourly	2	142	4332.68
	OT - Overtime	2	15.66	716.75
	Sick - Sick Pay	1	18	549.26
	Total:		183.16	5598.69

HER400	Hourly - Hourly	1	72	4500
	Salary - Salary	1	80	5000
	Sick - Sick Pay	1	8	500
	Total:		160	10000
TEL100	Hourly - Hourly	2	151	3103.41
	OT - Overtime	2	31.75	978.81
	Sick - Sick Pay	1	9	185
	Total:		191.75	4267.22
VIL100	Cash-in-Lieu - Cash-in-Lieu	2	0	369.24
	Hourly - Hourly	2	126.66	3094.3
	OT - Overtime	1	0.82	30.05
	PW Cert - Grade 2 - Public Work	2	0	46.16
	Total:		127.48	3539.75
ZUN100	Hourly - Hourly	2	147.08	2876.88
	OT - Overtime	1	6.83	200.39
	Total:		153.91	3077.27
180 - Public Works Total:			1471.86	44516.09

Department: 190 - Facilities Maintenance

Employee Number	Pay Code	# of Payments	Units	Pay Amount
DOM100	Hourly - Hourly	2	160	3455.74
	OT - Overtime	2	21.91	709.81
	Total:		181.91	4165.55
LAN100	Hourly - Hourly	2	154	3409.56
	OT - Overtime	1	0.25	8.3
	Total:		154.25	3417.86
190 - Facilities Maintenance Total:			336.16	7583.41

Department: 200 - Lighting & Landscaping

Employee Number	Pay Code	# of Payments	Units	Pay Amount
Cruz100	Cash Out - Comp - Cash Out - Co	1	36.38	747.61
	Hourly - Hourly	2	156	3205.8
	Hourly - Reg - Hourly - Regular	1	0.92	18.91
	OT - Overtime	2	27	832.28
	Sick - Sick Pay	1	4	82.2
	Total:		224.3	4886.8

[Sanch100](#)

Comp Time Earned - Comp Time	1	9	0
Hourly - Hourly	2	160	2979.2
Total:		169	2979.2
200 - Lighting & Landscaping Total:		393.3	7866

Department: 500 - Sewer

Employee Number	Pay Code	# of Payments	Units	Pay Amount
CIS400	Hourly - Hourly	2	158	5065.64
	OT - Overtime	2	42.5	2043.96
	Sick - Sick Pay	1	1	32.06
	Total:		201.5	7141.66
HER300	Hourly - Hourly	2	160	3130.18
	OT - Overtime	2	42	1232.74
	Standby - Standby	2	0	128.58
	Total:		202	4491.5
MED100	Hourly - Hourly	2	160	4107.2
	OT - Overtime	1	6	231.03
	PW Cert - Grade 2 - Public Work	2	0	46.15
	Standby - Standby	2	0	171.45
	Total:		166	4555.83
Pop100	Hourly - Hourly	2	143	3409.24
	Jury Duty - Jury Duty	1	9	214.56
	OT - Overtime	2	20	715.25
	PW Cert - Grade 1 - Public Work	2	0	23.08
	Standby - Standby	2	0	85.74
	Vacation - Vacation Pay	1	8	190.72
	Total:		180	4638.59
500 - Sewer Total:				749.5
				20827.58

Department: 510 - Water

Employee Number	Pay Code	# of Payments	Units	Pay Amount
CAR100	Comp Time Earned - Comp Time	4	29.49	0
	Comp Time Taken - Comp Time	3	9	242.71
	Hourly - Hourly	4	133	3586.87
	Hourly - Reg - Hourly - Regular	4	17.35	467.91
	OT - Overtime	4	34.94	1413.38
	Sick - Sick Pay	4	18	485.44
	Standby - Standby	4	0	185.74
	Total:		241.78	6382.05

[CORD100](#)

Hourly - Hourly	2	158	2942.3
Hourly - Reg - Hourly - Regular	1	1.99	37.05
OT - Overtime	2	44.49	1242.89
Sick - Sick Pay	1	2	37.24
Standby - Standby	2	0	200
Total:		206.48	4459.48

[HIG400](#)

Hourly - Hourly	2	141.58	5263.7
Hourly - Reg - Hourly - Regular	1	0.75	27.89
OT - Overtime	1	18.92	1055.17
PW Cert - Grade 3 - Public Work	2	0	69.24
Sick - Sick Pay	2	17	632.05
Total:		178.25	7048.05

510 - Water Total: 626.51 17889.58

Department: 520 - Public Transit

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MOR100	Hourly - Hourly	2	155.42	3441
	Hourly - Reg - Hourly - Regular	2	1.08	23.92
	OT - Overtime	2	2.16	71.73
	Sick - Sick Pay	1	1.75	38.75
	Vacation - Vacation Pay	2	2.33	51.59
Total:			162.74	3626.99
520 - Public Transit Total:			162.74	3626.99
Report Total:			10614.4	340121.95



Payroll Set: City-City of McFarland

Account	Account Description	Units	Pay Amount
	BENEFIT AND NON GL TRANSACTIONS	206.14	0
	- Total:	206.14	0
01-105-50100-0000-1	Salaries - Permanent Employees	0	1000
01-110-50100-0000-1	Salaries - Permanent Employees	101.55	4147.25
01-110-50150-0000-1	Wages - Temporary Employees	114.33	1829.28
01-110-50200-0000-1	Overtime	5.75	250.27
01-110-50350-0000-1	Stipends	0	27.72
01-111-50100-0000-1	Salaries - Permanent Employees	32	952.64
01-111-50350-0000-1	Stipends	0	31.37
01-112-50100-0000-1	Salaries - Permanent Employees	40	1826.93
01-115-50100-0000-1	Salaries - Permanent Employees	116.75	4837.47
01-115-50200-0000-1	Overtime	0.92	45.23
01-115-50350-0000-1	Stipends	0	16.4
01-140-50100-0000-1	Salaries - Permanent Employees	306.75	12737.27
01-140-50150-0000-1	Wages - Temporary Employees	76	1216
01-140-50350-0000-1	Stipends	0	48
01-150-50100-0000-1	Salaries - Permanent Employees	3651.28	127119.2
01-150-50200-0000-1	Overtime	307.5	15768.44
01-150-50350-0000-1	Stipends	0	1830.82
01-155-50100-0000-1	Salaries - Permanent Employees	160	3054.04
01-155-50200-0000-1	Overtime	58.42	1672.65
01-155-50350-0000-1	Stipends	0	200
01-160-50100-0000-1	Salaries - Permanent Employees	179.57	5420.72
01-160-50200-0000-1	Overtime	1	44.65
01-165-50100-0000-1	Salaries - Permanent Employees	157.52	4764.02
01-165-50200-0000-1	Overtime	0.73	32.59
01-175-50100-0000-1	Salaries - Permanent Employees	158.37	4832.22
01-175-50200-0000-1	Overtime	5.75	263.15
01-180-50100-0000-1	Salaries - Permanent Employees	845.42	21027.42
01-180-50200-0000-1	Overtime	103.6	3337.24
01-180-50350-0000-1	Stipends	0	1.84
01-190-50100-0000-1	Salaries - Permanent Employees	160	3455.74
01-190-50200-0000-1	Overtime	21.91	709.81
	01 - GENERAL FUND Total:	6605.12	222500.38
20-200-50100-0000-1	Salaries/Permanent Employees	403.68	8100.76
20-200-50200-0000-1	Overtime	27.54	856.02
	20 - LIGHTING & LANDSCAPING-DISTRICT 1 Total:	431.22	8956.78
30-500-50100-0000-1	Salaries - Permanent Employees	1196.75	37940.07

Account	Account Description	Units	Pay Amount
30-500-50150-0000-1	Wages - Temporary Employees	75.43	1324.1
30-500-50200-0000-1	Overtime	116.8	4452.71
30-500-50350-0000-1	Stipends	0	369.97
30 - SEWER Total:		1388.98	44086.85
31-505-50100-0000-1	Salaries - Permanent Employees	371.45	14636.75
31-505-50150-0000-1	Wages - Temporary Employees	75.43	1324.1
31-505-50200-0000-1	Overtime	6.06	219.35
31-505-50350-0000-1	Stipends	0	19.18
31 - REFUSE/RECYCLING Total:		452.94	16199.38
32-510-50100-0000-1	Salaries - Permanent Employees	1184.55	38522.77
32-510-50150-0000-1	Wages - Temporary Employees	77.15	1354.87
32-510-50200-0000-1	Overtime	105.56	3974.28
32-510-50350-0000-1	Stipends	0	899.65
32 - WATER Total:		1367.26	44751.57
34-520-50100-0000-1	Salaries - Permanent Employees	160.58	3555.26
34-520-50200-0000-1	Overtime	2.16	71.73
34 - PUBLIC TRANSPORTATION Total:		162.74	3626.99
Report Total:		10614.4	340121.95



Payroll Set: City-City of McFarland

Pay Code	Description	# of Payments	Units	Pay Amount
Advanced POST - Advanced	Advanced POST Certificate	8	0	276.96
Bachelor's Degree - Bachelor's	Bachelor's Degree	17	0	295.41
Bereavement - Bereavement	Bereavement Pay	2	24	1009.49
Bilingual - Bilingual	Bilingual	16	0	544.6
Cash Out - Comp - Cash Out	Cash Out - Comp Time	1	36.38	747.61
Cash Out - VAC - Cash Out	Cash Out - Vacation	1	72	2700
Cash Out- ADMIN - Cash Out	Cash Out- AdminLeave	1	40	1500
Cash-in-Lieu - Cash-in-Lieu	Cash-in-Lieu	4	0	738.48
Comp Time Earned - Comp	Comp Time Earned	14	89.14	0
Comp Time Earned PD - C	Comp Time Earned PD	10	117	0
Comp Time Taken - Comp	Comp Time Taken	3	9	242.71
Comp Time Taken PD - Cc	Comp Time Taken PD	2	74	2602.42
Hourly - Hourly	Hourly	104	7544.98	222068.61
Hourly - Reg - Hourly - Re	Hourly - Regular	18	42.49	1019.56
Hourly - Temp - Hourly Te	Hourly Temporary Employees	10	402.76	6765.29
Intermediate POST - Inter	Intermediate POST Certificate	4	0	92.32
Jury Duty - Jury Duty	Jury Duty	1	9	214.56
K9 OT - K9 Overtime	K9 Overtime	2	14	761.76
Live Scan - Live Scan	Live Scan	2	0	27.7
Notary - Notary	Notary	2	0	27.7
OT - Overtime	Overtime	62	732.44	30063.59
PD - Court Appear - PD - C	PD - Court Appearance	5	23	1123.04
Personal - Personal Day	Personal Day	3	27	622.92
PW Cert - Grade 1 - Public	Public Works Certification - Grade 1	2	0	23.08
PW Cert - Grade 2 - Public	Public Works Certification - Grade 2	4	0	92.31
PW Cert - Grade 3 - Public	Public Works Certification - Grade 3	2	0	69.24
Salary - Salary	Salary	10	810.92	45620.69
Salary - Elected - Salary - I	Salary - Elected Officials	5	0	1000
Sick - Sick Pay	Sick Pay	39	336.14	10982.79
SRO - School Resource Of	School Resource Officer	1	80	2901.6
Standby - Standby	Standby	16	0	1371.51
Vacation - Vacation Pay	Vacation Pay	12	118.15	4240.6
Workers Comp - Workers	Workers Comp Pay	1	12	375.4
Report Total:			10614.4	340121.95

REGULAR CITY COUNCIL MINUTES

IN-PERSON MEETING

August 22, 2024

**MCFARLAND CITY COUNCIL
MCFARLAND SUCCESSOR AGENCY
MCFARLAND PUBLIC FINANCE AUTHORITY
MCFARLAND IMPROVEMENT AUTHORITY
MCFARLAND PARKING AUTHORITY**

CALL TO ORDER

Mayor Ayon called the meeting to order at 6:00 PM

ROLL CALL

Councilmembers Present: Mayor S. Ayon, Vice Mayor Cano, Councilmember Gonzalez, Councilmember Pérez

Councilmembers Absent: Councilmember Ayon

OFFICIALS PRESENT

City Manager Viramontes, City Attorney Hodges, Chief Knox, Public Works Director Hernandez, City Clerk De La Cruz

INVOCATION

Offered by Vice Mayor Cano

PLEDGE OF ALLEGIANCE

Offered by Council Member Gonzalez

FEATURED PET

Chief Knox introduced the featured pet Sean

APPROVE AGENDA AS TO FORM

Council Member Gonzalez moved, seconded by Vice Mayor Cano, to amend the agenda to include a closed session for Conference with Legal Counsel regarding Anticipated Litigation: Significant exposure to litigation pursuant to Government Code § 54956.9(b). (One Case): Discussion of Department of Labor's recommendation to engage in settlement negotiations concerning USERRA rights. The motion included the approval of the agenda as to form.

Roll Call Vote:

AYES: S. Ayon, R. Cano, A. Gonzalez, M. Pérez

NOES: None

ABSENT: A. Ayon

PASSED: 4-0-1

PRESENTATIONS, INTRODUCTIONS AND AWARDS

None

PUBLIC COMMENT

Opened at 6:10

1. Ms. Georgina Diaz

Closed at 6:13

DEPARTMENTAL REPORTS

None

CONSENT AGENDA

2. Approval of Expense Report in the Amount of \$203,957.39 from 7/27/2024 TO 8/9/2024.
3. Approval of August 8, 2024, Regular Meeting Minutes.
4. Approve Ordinance 11-2024, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 5.04 OF THE MCFARLAND MUNICIPAL CODE RELATING TO BUSINESS LICENSES.
5. Approval of Resolution No. 2024-98, A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MCFARLAND APPROVING ADDENDUM NO. 1 TO THE EMPLOYMENT AGREEMENT WITH KENNY WILLIAMS FOR AN ADDITIONAL SIX MONTHS
6. Approval of Resolution No. 2024-99, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING THE QUOTE FROM WILSCOT FOR THE PURCHASE OF AN OFFICE TRAILER FOR FACILITY NEEDS AND AUTHORIZING A CAPITAL IMPROVEMENT PROJECT PURCHASE IN THE AMOUONT OF \$31,241.49.

Public Comment: None

Council Action: It was moved by Council Member Perez second by Vice Mayor Cano to approve the Consent Calander as presented.

Roll Call Vote:

AYES: S. Ayon, R. Cano, A. Gonzalez, M. Pérez

NOES: None

ABSENT: A. Ayon

PASSED: 4-0-1

PUBLIC HEARINGS

None

ADMINISTRATIVE AGENDA

7. Approval of Resolution No. 2024-96, A RESOLUTION OF THE CITY OF THE CITY OF MCFARLAND RATIFYING THE DECISION TO PROCESS WITH AN URGENCY PURCHASE OF TWO HIDROSTAL SUBMERSIVE PUMPS TO COMPLETE THE SAN APPROPRIATION TO THE WASTEWATER FUND

Council Action: It was moved by Council Member Perez second Vice Mayor Cano by to approve the Administrative Agenda as presented.

Roll Call Vote:

AYES: S. Ayon, R. Cano, A. Gonzalez, M. Pérez

NOES: None

ABSENT: A. Ayon

PASSED: 4-0-1

8. Approval of Resolution No. 2024-97, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING BID SUBMITTED BY TALLEY OIL, INC. FOR THE STREET REJUVENATION AND SLURRAY SEAL PROJECT AT VARIOUS LOCATIONS IN THE AMOUNT OF \$277,115.50, AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE THE CONSTRUCTION AGREEMENT, AND APPROVING AN APPROPRIATION OF \$157,526.50 TO THE GENERAL FUND

Council Action: It was moved by Vice Mayor Cano second by Council Member Perez to approve the Administrative Agenda as presented.

Roll Call Vote:

AYES: S. Ayon, R. Cano, A. Gonzalez, M. Pérez

NOES: None

ABSENT: A. Ayon

PASSED: 4-0-1

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

- a. Kern Council of Governments (KCOG) no meeting.
- b. Kern Local Agency Formation Commission (LAFCO) Mayor Ayon provided update.

COUNCIL STATEMENTS AND REPORTS

Mayor provided an update of current projects occurring in the City of McFarland.

CLOSED SESSION

Council gave City Attorney, City Manager, and HR Director direction concerning response to Department of Labor's recommendations.

ADJOURNMENT

Meeting adjourned at 6:53 pm.

Erika De La Cruz, City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 5.
Section: CONSENT AGENDA
Meeting Date: September 11,
2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Approval of Amendment # 2 to Memorandum of Understanding between Kern Council of Governments and the City of McFarland for EV Ready Communities Phase II Blueprint Implementation

SUMMARY:

The City of McFarland originally entered into a Memorandum of Understanding (MOU) with the Kern Council of Governments (KernCOG) on September 15, 2022, as part of the Electric Vehicle (EV) Ready Communities Phase II - Blueprint Implementation project. This initiative, under the California Energy Commission (CEC) Agreement GFO-20-010, aims to enhance the city's infrastructure and readiness for electric vehicles.

Amendment No. 2 to the MOU has been proposed to extend the term of the agreement through August 31, 2025. This extension is necessary to complete all project-related activities, including infrastructure development and community outreach, thereby ensuring the project's success.

FINANCIAL IMPACT:

No financial impact.

RECOMMENDATION:

Staff recommends that the City Council approve Amendment No. 2 to the Memorandum of Understanding between the City of McFarland and Kern Council of Governments, extending the agreement's term through August 31, 2025 and authorize the Mayor and City Manager to execute the amendment.

ATTACHMENTS:

1. KernCOG- Contract 2024 Amend 2 CITY OF Mc Farland approved

AMENDMENT No. 2 TO MEMORANDUM OF UNDERSTANDING
BETWEEN
ELECTRIC VEHICLE (EV) READY COMMUNITIES PHASE II-
BLUEPRINT IMPLEMENTATION (GFO-19-603)

SUBCONTRACTOR TO KERN COUNCIL OF GOVERNMENTS;
CEC AGREEMENT GFO-20-010 WITH KERN COUNCIL OF GOVERNMENTS

THIS AMENDMENT (hereinafter “Amendment No.2”) TO CONTRACT, for reference purposes is made effective as of August 15, 2024, (“Effective Date”) by and between the Kern Council of Governments (hereinafter “KERN COG”) and CITY OF McFarland, a municipal government of the State of California (hereinafter “CITY”).

RECITALS:

WHEREAS, KERN COG and the CITY entered into a Memorandum of Understanding (“MOU”) dated September 15, 2022; and

WHEREAS, the Parties amended the agreement for the first time on January 19, 2023 to update the budget, scope work, and extend the termination date from March 31, 2024 to September 30, 2024

WHEREAS, the parties wish to amend the MOU as specified herein.

AGREEMENT:

1. The Term of the MOU shall be extended through August 31, 2025.
2. Except as expressly amended herein, all provisions of the MOU shall remain in force and effect.

IN WITNESS WHEREOF, this Amendment Number 2 to the MOU shall be effective as of the Effective Date.

CITY OF McFarland

Diego Viramontes, City Manager
City of McFarland

Saul Ayon, Mayor
City of McFarland

[Remainder of page left blank intentionally]

KERN COUNCIL OF GOVERNMENTS

Ahron Hakimi, Executive Director
“Kern COG”

Bob Smith, Chair
“Kern COG”

APPROVED AS TO FORM

Brian Van Wyk, Deputy
County Counsel



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 6.
Section: CONSENT AGENDA
Meeting Date: September 11,
2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Approval of Resolution No. 2024-90 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING AN IRREVOCABLE OFFER OF DEDICATION FOR ALLEY PURPOSES

SUMMARY:

CPT Operating Partnership is the owner of the alleyway located between Mast and Frontage, between residences on Cliff Avenue and the CPT owned property to the south (GEO facilities). CPT has submitted a irrevocable offer of dedication to the City for the alley.

The City Engineer, Communtiy Development Director and City Attorney have reviewed the offer and find it to be in proper form acceptable to the City.

FINANCIAL IMPACT:

Accepting the offer has no financial impact. Maintenance costs associated with the alley will be absorbed in the City's street and alley maintenance budget.

RECOMMENDATION:

City Council adopt Resolution 2024-90 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING AN IRREVOCABLE OFFER OF DEDICATION FOR ALLEY PURPOSES

ATTACHMENTS:

1. Alley_update

RESOLUTION NO. 2024-90

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING
AN IRREVOCABLE OFFER OF DEDICATION FOR ALLEY PURPOSES**

WHEREAS, CPT Operating Partnership L.P. is the owner of real property that is currently used as an alley, and

WHEREAS, CPT has submitted an Irrevocable Offer of Dedication ("IOD") for Alley Purposes to the City of McFarland, and

WHEREAS, the IOD is in a form acceptable to the City Engineer, Community Development Director.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

1. The above recitals are true and correct.
2. The City Council authorizes the City Clerk to accept the Irrevocable Offer of Dedication and authorizes the recordation of the IOD.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on September 11, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

Erika De La Cruz, City Clerk

RECORDING REQUESTED BY
AND RETURN TO:

CITY OF McFARLAND
CITY CLERKS OFFICE
401 WEST KERN AVENUE
McFARLAND, CA 93250

This space for Recorder's Use

APN: 201-070-63 (portion)

Exempt from fee per GC 27388.1(a) (1):
payment of recording fees expressly exempted by law.

IRREVOCABLE OFFER OF DEDICATION FOR ALLEY PURPOSES

CPT OPERATING PARTNERSHIP, L.P. A DELAWARE LIMITED PARTNERSHIP("Grantor")

represents that he is the owner of the described real property and for valuable consideration, receipt of which is acknowledged, grants to the City of McFarland ("**CITY**") an irrevocable offer of dedication ("**Offer**") of an easement for ingress, egress and alley purposes, with the real property described below dedicated as an easement for public purposes over and across the described real property situated in the incorporated area of the City of McFarland, County of Kern, State of legally described on **Exhibit "A."**

See Exhibit "A" attached hereto and made a part hereof

The easement is to be kept open, clear and free from buildings and structures of any kind.

This Offer is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the city council of the city within which such real property is located at the time of acceptance or, if located in the unincorporated territory, by the Board of Supervisors of the County of Kern.

This Offer shall convey to the governing authority upon its acceptance a superior right of easement over any facility or facilities located within or under this parcel of land.

This Offer may be terminated and the right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets or highways by Part 3 of Division 9 or Chapter 2 of Division 2 of Streets and Highways Code of the State of California, whichever is applicable. Such termination and abandonment may be made by the city council of the city within which such real property is located, or if located in the unincorporated territory, by the Board of Supervisors of the County of Kern.

This Offer shall be irrevocable and shall be binding on Grantor and its heirs, executors, administrators, successors and assigns.

The term “Grantor” as used shall include the plural as well as the singular number and the word “he” shall include the feminine and neuter gender as the case may be.

Grantor has executed, acknowledged and delivered this Irrevocable Offer of Dedication as of _____, 2024.

CPT OPERATING PARTNERSHIP, L.P.

Signature

Print Name and Title

[Attach Acknowledgement by Grantor and Certificate of Acceptance by Clerk of Board]

EXHIBIT "A"
ALLEY DEDICATION
APN 201-070-63
LEGAL DESCRIPTION

ALL THAT PORTION OF PARCEL 1B OF CERTIFICATE OF COMPLIANCE RECORDED APRIL 30, 2024 AS DOCUMENT No. 224049504 OF OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 26 SOUTH, RANGE 25 EAST, M.D.B.&M. IN THE CITY OF McFARLAND, COUNTY OF KERN, STATE OF CALIFORNIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHELY 20.00 FEET OF SAID PARCEL 1B.

CONTAINING 26,691 SQUARE FEET MORE OR LESS



661-834-4814 • 661-834-0972
10800 Stockdale Hwy, Suite 103 • Bakersfield, CA 93311

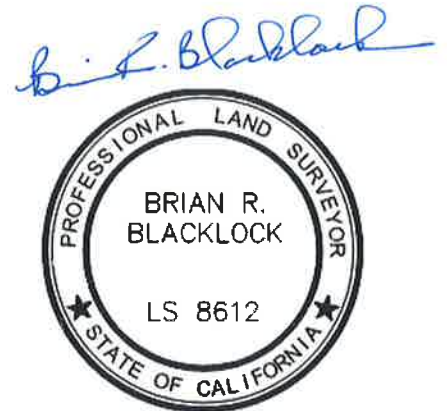


EXHIBIT "B"

N.E. COR. PARCEL 1B

FD. CONC. MON. IN L.H. W/3"
B.C. PER PARCEL MAP No. 8360,
P.M. BK. 36, PG. 137

CLIFF AVENUE

JOAN STREET

N.W. COR. PARCEL 1B

TRACT No. 1794
M. BK. 9, PG. 29

TRACT No. 2243
M. BK. 10, PG. 180

P.M. No. 3995
P.M. BK. 18,
PG. 140

N 89°29'33" W 445.01' TIE

N 89°29'33" W

N 89°29'33" W

N 0°54'00" E
20.00'

1331.32'

1337.80'

N72°58'10"E RAD.

N72°52'23"E RAD.

N72°59'35"E RAD.

PARCEL 1B

PER CERTIFICATE OF COMPLIANCE
RECORDED APRIL 30, 2024
AS DOC. No. 224049504 O.R.

20' ALLEY DEDICATION
26,691 SF

43' WIDE CITY OF McFARLAND
IRREVOCABLE OFFER OF DEDICATION
PER BK. 6149, PG. 2195 O.R.

20' WIDE FLETCHER FAMILY TRUST
ACCESS EASEMENT RESERVATION
PER DOC. No. 0197039730 O.R.

15' WIDE CITY OF McFARLAND
PIPELINE EASEMENT PER
BK. 6149, PG. 2198 O.R.

20' WIDE McFARLAND MUTUAL
WATER CO. PIPELINE EASEMENT
PER BK. 6151, PG. 1681 O.R.

CTR. SEC. 13, 26/25
FD. CONC. MON. IN L.H. W/B.C.
MKD. LS 5332 PER TRACT No. 6572
PHASE 1, M. BK. 56, PGS. 137-139

PARCEL 2B
PER CERTIFICATE OF COMPLIANCE
RECORDED APRIL 30, 2024
AS DOC. No. 224049504 O.R.

PARCEL 'C'
P.M. No. 8360
P.M. BK. 36,
PG. 137

PARCEL 'D'
P.M. No. 8360
P.M. BK. 36,
PG. 137

TAYLOR AVENUE

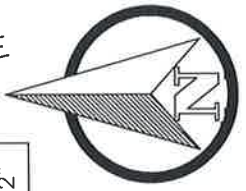
MAST AVENUE
N 0°54'00" E
1455.81' TIE

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	5030.00'	8.47'	4.24'	0°05'47"
C2	5970.00'	12.51'	6.25'	0°07'12"



8/27/2024



SCALE: 1" = 200'



CPT OPERATING PARTNERSHIP, L.P.

PORTION OF PARCEL 1B OF CERTIFICATE OF COMPLIANCE DOC. No. 224049504 O.R.

20' WIDE ALLEY DEDICATION

JOB NO. 24-012
DATE: 08/27/24
FILE NO. 24012EM03
DONE BY: MEN
SHEET 1 OF 1



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 7.
Section: CONSENT AGENDA
Meeting Date: September 11,
2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Approval of Resolution No. 2024-100 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING APPROPRIATIONS TO THE COMMUNITY DEVELOPMENT DEPARTMENT FOR BUILDING AND PLANNING SERVICES

SUMMARY:

The approved budget for the Community Development Department included appropriations for planning services and building plan check services that were off-set by corresponding revenues derived from fees from services.

The increased amount of services so far this fiscal year has resulted in increased cost for services and a corresponding increase in revenues. To ensure that there is sufficient budget to maintain the level of service, the Department is requesting an adjustment to the revenues and expenses in the planning services and building plan check accounts. The increase in expenditures is off-set by revenues and therefore, the fees charged to the City will not be burdened on the general fund but rather by applicant fees.

FINANCIAL IMPACT:

Increase to revenues by \$250,000 and increase in corresponding expenditures by \$250,000.

RECOMMENDATION:

City Council adopt Resolution 2024-100.

ATTACHMENTS:

None

RESOLUTION NO. 2024-100

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING
APPROPRIATIONS TO THE COMMUNITY DEVELOPMENT DEPARTMENT FOR
BUILDING AND PLANNING SERVICES**

WHEREAS, the City Council of the City of McFarland has approved a fiscal year budget for fiscal year 2024/2025; and

WHEREAS, the Community Development Department collects fees for services for planning and building plan check and inspection to cover the actual costs of services; and

WHEREAS, the fees for services for planning and building services is currently exceeding the budgeted amounts; and

WHEREAS, there is a need to increase the appropriations to the planning and building services accounts for plan check services; and

WHEREAS, the appropriation does not impact the general fund as the expenditures are off set by fees paid by applicants.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. The City Council approves an appropriation to Professional Services (56000) in the amount of \$100,000 in Fund 01, Division 140 (Planning Services).
3. The City Council approves an appropriation to Building Plan Check/Inspection (51400) in the amount of \$150,000 in Fund 01, Division 160 (Building Services).
4. The Finance Director is authorized to make the necessary budget amendments.
5. The City Clerk shall certify the passage and adoption of this resolution.
6. The resolution is effective immediately upon passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on September 11, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				

Ricardo Cano				
Amador Ayon				
María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

Erika De La Cruz, City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 8.
Section: CONSENT AGENDA
Meeting Date: September 11,
2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Approval of Resolution No. 2024-102 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROPRIATING FUNDS TO THE CAL HOME GRANT PROGRAM

SUMMARY:

The CalHOME Grant fund was established through funds received from the Housing & Community Development Department (HCD) to provide first time home buyers assistance to qualified buyers in the City of McFarland. The 2024-25 budget provided \$266,048 as the fund balance for the CalHOME program. The CalHOME program is administered by Self Help Enterprises in conjunction with City staff.

The City's current obligations to Self Help for the program is \$297,694, or \$31,646 over the fund balance. However, the City has a pending award of \$199,500 from HCD once it demonstrates the funding has been allocated. Upon receipt of the additional award, the fund balance would be \$167,854. However, to provide for the payment of the \$297,694, a temporary appropriation from the general fund to the CalHOME fund of \$31,646 is necessary to bridge the gap between the payment to Self Help and the receipt of the funds from HCD.

FINANCIAL IMPACT:

Temporary impact to the general fund of \$31,646 to be replenished by additional funding from HCD.

RECOMMENDATION:

City Council adopt Resolution 2024-102

ATTACHMENTS:

None

RESOLUTION NO. 2024-102

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
APPROPRIATING FUNDS TO THE CAL HOME GRANT PROGRAM**

WHEREAS, the CalHOME grant fund was established to provide first time home buyers assistance and is managed by Self Help Enterprises (SHE); and

WHEREAS, the City has authorized the award of \$297,694 over the past fiscal year for the CalHOME program through SHE; and

WHEREAS, upon payment to SHE for the amount award, the California Housing & Community Development (HCD) Department will provide an additional \$199,500 to the City for the CalHOME program; and

WHEREAS, the current fund balance of \$266,048 is insufficient to cover the existing awards totaling \$297,694, creating a temporary shortfall of \$31,646 until the additional funding is received by HCD; and

WHEREAS, it is in the best interests of the City to provide for a temporary allocation of funding from the general fund to cover the interim period between the expenditure and the receipt of the additional funding.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. The City Council approves an appropriation to the CalHOME Grant Fund of \$31,646 to be offset by additional revenue of \$199,500 to the grants/intergovernmental revenue account for the CalHOME Grant fund.
3. The City Council approves an appropriation of \$297,694 to the expenditures for the CalHOME program.
4. The Finance Director is authorized to make the necessary budget amendments.
5. The City Clerk shall certify the passage and adoption of this resolution.
6. The resolution is effective immediately upon passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on September 11, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

Erika De La Cruz, City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 9.
Section: PUBLIC HEARINGS
Meeting Date: September 11,
2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Waive full reading and introduce Ordinance No. 14-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 2.40 OF THE MCFARLAND MUNICIPAL CODE RELATED TO THE PLANNING COMMISSION

SUMMARY:

Per the recommendation of the Mayor, City staff has prepared an amendment to Chapter 2.40 of the City of McFarland Municipal Code relating to the Planning Commission. The terms of office of all members of the Planning Commission are a (4) four-year term and regular meetings are held once per month. The amendment is to adopt an ordinance in furtherance of the City's goals and objectives in ensuring that individuals holding positions in the Planning Commission board are committed to the powers and function of their position in the Planning Commission. The section in Chapter 2.40 that is being proposed to be amended is related to Term of Office.

FINANCIAL IMPACT:

No financial impact.

RECOMMENDATION:

City Council introduce, by title only, Ordinance 14-2024 and schedule second reading at the next regular Council meeting.

ATTACHMENTS:

None

ORDINANCE NO. 14-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 2.40 OF THE MCFARLAND MUNICIPAL CODE RELATING TO THE PLANNING COMMISSION.

Section 1. Recitals

WHEREAS, The City of McFarland (“City”) desires to amend, clarify and codify its Municipal Code Chapter related to Planning Commission Ordinance;

WHEREAS, The Ordinance Amendment updates the Municipal Code to add additional subsections relating to reasons for removal from office;

WHEREAS, Adoption of this Ordinance will provide uniform and comprehensive regulations and standards related to Title 2, Chapter 2.40 of the McFarland Municipal Code.

WHEREAS, Adoption of this Ordinance is in furtherance of the City’s goals and objectives in ensuring that individuals holding positions in the Planning Commission board are held to standards similar to those of the City Council members.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MCFARLAND DOES ORDAIN
AS FOLLOWS:**

Section 1. Chapter 2.40.060 of the McFarland Municipal Code is hereby appealed and approved in its entirety to read as follows:

2.40.060 – Removal from office.

Any member of the planning commission may be removed as follows:

- A. By a majority vote of the city council; or
- B. By his or her absence of (1) one regular meeting within a (6) six-month period without cause which shall be deemed to constitute the resignation of the commissioner, and the position shall be declared vacant, and the secretary of the planning commission shall immediately inform the city council of such termination. An absence due to illness or an unavoidable absence from the city, with notice thereof conveyed to the secretary of the planning commission on or before the day of any regular meeting of the commission shall be deemed an absence for cause; or
- C. By his or her absence of (3) three consecutive regular meetings with cause.

Section 2. Notice. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause this Ordinance to be posted within 15 days after its passage, in accordance with Section 36933 of the Government Code.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of

competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of McFarland hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or word thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or word might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

Section 4. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

Section 5. Certification; Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

INTRODUCED, at a regular meeting of the City Council of the City of McFarland, California on 9/11/2024, by the following vote:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
Anita Gonzalez				
María T. Pérez				

Saul Ayon, Mayor

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of McFarland by a regular meeting thereof held on September 11, 2024.

ATTEST:

Erika De La Cruz, City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 10.
Section: PUBLIC HEARINGS
Meeting Date: September 11,
2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Waive full reading and introduce Ordinance No. 12-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING CODE AMENDMENTS TO TITLE 5 BUSINESS TAXES, LICENSES AND REGULATIONS, CHAPTER 5.46 MOBILE FOOD ESTABLISHMENTS AND ACCEPT CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) A NOTICE OF EXEMPTION.

SUMMARY:

Staff is proposing a new ordinance to the Municipal Code that will facilitate additional commercial opportunities to the City of McFarland. Through various submissions and requests for mobile food truck business licenses, City staff found that there was a great interest from business owners to conduct business in the City of McFarland via mobile food trucks. City staff saw the interest and started analyzing various mobile food truck establishments in other cities. What was discovered was that this venture could provide commercial opportunities for surrounding businesses and could create additional economic opportunities for McFarland. The Mobile Food Establishment would include operating standards, permitting information, and noise and zoning restrictions. Staff took into consideration what they analyzed in other working food truck establishments when creating the ordinance. The proposed ordinance was created with the best intentions for the City of McFarland and with the intent of providing a clear and consistent process.

FINANCIAL IMPACT:

No financial impact.

RECOMMENDATION:

City Council receive public testimony, read the ordinance by title only and introduce Ordinance 12-2024 for first reading. Set adoption for next regularly scheduled Council meeting.

ATTACHMENTS:

1. Attachment A Ordinance 12-2024

ORDINANCE NO. 12-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING CODE AMENDMENTS TO TITLE 5 BUSINESS TAXES, LICENSES AND REGULATIONS, CHAPTER 5.46 MOBILE FOOD ESTABLISHMENTS AND ACCEPT CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) A NOTICE OF EXEMPTION.

Section 1. Recitals

WHEREAS, the City Council desires to amend Title 5.46 Business Taxes, Licenses, and Regulations; and

WHEREAS, on September 11, 2024, the City Council conducted a duly noticed public hearing regarding this Ordinance, where it received presentations from City staff, oral and written testimony from members of the public, and introduced the ordinance; and

WHEREAS, after the above-mentioned City Council public hearing, the City Council now desires to amend Title 5 Business Taxes, Licenses, and Regulations by adding Chapter 5.46.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MCFARLAND DOES ORDAIN AS FOLLOWS:

Section 1: Chapter 5.46 of the McFarland Municipal Code is hereby amended and added as shown on attachment A.

Section 2. Notice. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause this Ordinance to be posted within 15 days after its passage, in accordance with Section 36933 of the Government Code.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of McFarland hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or word thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or word might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

Section 4. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

Section 5. Certification; Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

INTRODUCED, at a regular meeting of the City Council of the City of McFarland, California on 9/11/2024, by the following vote:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
Anita Gonzalez				
María T. Pérez				

Saul Ayon, Mayor

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of McFarland by a regular meeting thereof held on September 11, 2024.

ATTEST:

Erika De La Cruz, City Clerk

Chapter 5.46 MOBILE FOOD ESTABLISHMENTS

5.46.010 Purpose and intent.

The purpose of this chapter is to provide a clear and concise explanation of the necessary process in forming a mobile food establishment, the requirements necessary, and the standards that are applied to ensure a safe and equal opportunity for all applicants, residents, and property owners.

5.46.020 – Definitions.

The following words and terms shall have the following meanings:

“Mobile Food Establishment” shall mean a food service operation that is operating from multiple movable motor-driven vehicles or portable structures that are able to change locations. It may operate as one of two types of mobile food operations:

- a) A restricted unit that offers only pre-packaged food in individual servings; beverages that are not potentially hazardous and are dispensed from covered urns or other protected vessels; and packaged frozen foods. Preparation, assembly or cooking of foods is not allowed; or
- b) An unrestricted unit that may serve food as allowed in subsection (a), and may cook, prepare and assemble a full menu of food items;
 - i. Except as provided in Subsection (ii) below, an unrestricted unit must be secured and completely enclosed; and
 - ii. Foods such as hot dogs, coffee, or shaved ice, or food with prior approval from the environmental health department, may be served from vehicles with three sides and a cover.

“Food vending vehicle” includes any vehicle from which any type of food or beverage is sold or offered for sale directly to any consumer and is permitted to operate pursuant to this Chapter.

“Operator” means a person who operates a Mobile Food Establishment.

5.46.030 – Mobile Food Establishments are permitted in the following zone districts.

A mobile food establishment is permitted in C-O, C-1, CRMU, C-2, CH, M-1, M-2, and M-3 zones.

However, a mobile food establishment shall not be allowed unless the Community Development Director finds that the proposed Mobile Food Establishment complies with the definition and requirements.

5.46.040 – Permits Required.

All food vending vehicle business owners shall comply with the following requirements:

- A. Each food vending vehicle business at the Mobile Food Establishment must obtain a food vending vehicle permit pursuant to this Chapter.
- B. Each food vending vehicle business shall maintain a valid business license from the City of McFarland.
- C. Each food vending vehicle shall maintain a valid permit from the County of Kern through its Public Health Services Department.

5.46.050 – Application.

- A. Applicant shall submit a complete Master Uniform Application for a Mobile Food Establishment on forms approved by the Community Development Director or designee and shall be signed under penalty of perjury by the applicant.
 - a. Applicant intending to operate on private property as a Mobile Food Establishment:
 - i. Must attach to the application a plot plan drawn to scale, showing the location of utilities, improved parking areas, location of permanent and temporary structures, curb cut and/or driveways and identifying the nearest available source of potable water, sanitary facilities and fire hydrants and the food vending vehicle has permission to use;
 - ii. Need written authorization signed and dated by the current property owner regarding the location of the mobile food establishment business on the owner's property;
 - iii. Each Food vending vehicle intending to operate on the property will be required to apply for a food vending vehicle permit and complete the permit requirements per Chapter 5.46.040.
 - 1. Must attach to the application a plot plan drawn to scale, showing the location of utilities, and location of permanent and temporary structures.
 - iv. Need a copy of an approved conditional use permit if applicable.

5.46.060 – Application approval, denial, and revocation.

- A. The Community Development Director or designee shall approve or deny an Mobile Food Establishment application within sixty days of receipt.
- B. The Community Development Director or designee may deny or revoke a food vending vehicle permit whenever it is determined that the applicant has done any of the following:
 - a. That misrepresentations were made on the application.
 - b. That the business owner or any manager of the food vending vehicle business has been convicted of a crime substantially related to the qualifications, functions, or duties of the food vending vehicle business for which application is made, unless he or she has obtained a certificate of rehabilitation.
 - c. That any of the terms or conditions of the permit or regulations under this chapter have been violated, or that the food vending vehicle business has been operating in violation of local ordinance, state, or federal law.
 - d. That the food vending vehicle business is interfering with the peace and quiet of the neighborhood.
 - e. That the safety of persons or real or personal property requires such revocation.
 - f. That the property owner transferred or assigned his, her or its interest in the property.

5.46.030 – Operating Standards.

- A. May not operate adjacent to an existing restaurant.
- B. Each mobile food vendor must be parked on a paved area.
- C. A drive-in service is not permitted.
- D. Exterior lighting must be hooded or shielded so that the light source is not directly visible to a residential use.
- E. Electrical service may be provided only by:
 - a. temporary service or other connection provided by an electric utility; or
 - b. an onboard generator.
- F. Water service may be provided by:
 - a. containers of commercially bottled drinking water.

- b. closed portable containers.
 - c. an enclosed vehicular water tank.
 - d. an on-premises water storage tank.
 - e. piping, tubing, or hoses connected to an adjacent approved source.
- G. A Mobile Food Establishment shall not conduct business between the hours of ten (10) P.M. and nine (9) A.M.
- H. Must provide at least one (1) trash receptacle and one (1) recycling receptacle for use by patrons within twenty feet and in a convenient location that does not impede pedestrian or vehicular traffic.
- I. Upon vacating the site, must collect and remove the aforementioned trash receptacles and all litter and debris generated within a minimum fifty-foot radius of each food vending vehicle.
- J. No selling or serving alcohol.
- K. No selling to persons in vehicles.
- L. No discharge or cause to be discharged to a public sewer, any waste which directly or indirectly connects to the city's sewerage systems.
- M. No obstruction or interference with the free flow of pedestrian or vehicular traffic, including but not limited to access to or from any business, public building, or dwelling unit.
- N. No restriction of visibility at any driveway or intersection.
- O. Permanent or portable restrooms and handwashing facilities must be available for use during food preparation and customers.
- P. Any signs connected to the individual food vending vehicles are limited to those attached to the exterior of the mobile food vehicle and must be:
- a. secured and mounted flat against the mobile food establishment; and
 - b. may not project more than six inches from the exterior of the mobile food vehicle.
- Q. Any signs for the Mobile Food Establishment, except for those attached to the mobile food vehicles, must go through the process indicated in Chapter 17.142.

5.46.030 – Noise.

- A. The noise level of mechanical equipment or outside sound equipment used in association with a mobile food establishment may not exceed 70 decibels when measured at the property line that is across the street from or abutting a residential use.
- B. No amplified sound or loudspeakers. Must comply with the noise limits in Chapter 12.24

5.46.030 – Parking Standards.

- A. Parking standards shall comply with the provisions of Chapter 17.144.
- B. On-site Parking Area. Parking areas shall be located where customers have easy and convenient access.
- C. Parking shall not be located on street corners.
- D. Joint Use Parking. Parking shall be developed as joint use parking areas under the provisions outlined in Chapter 17.144.070.
- E. Parking area shall be paved to prevent any dirt.

5.46.030 – Exceptions to the Mobile Food Establishment.

- A. The following types of mobile food vending operations are not limited by zoning restrictions with the written consent of the property owner and an applicable permit from the City:
 - a. School property
 - b. Hospital property
 - c. Religious Facility
- B. Private catering events is exempted from the Mobile Food Establishment process, but must comply with following requirements.
 - a. The requirements for a private event is the following.
 - i. The food vending vehicle is parked entirely on private property.
 - ii. Service is limited to private guests of the catering host.
 - iii. Payment occurs directly between the catering event host and the food vending vehicle business owner. No payment transactions shall occur for individual orders.

5.46.030 – Appeal Process.

- A. Except as provided in this chapter, any person aggrieved by the issuance, denial or revocation of application pursuant to this chapter may appeal such decision to the city council by filing a written notice of such appeal with the city clerk within five business days of the decision of the community development director, city manager, city council, or designee, giving rise to said appeal. Such appeal shall set forth, with particularity, the facts upon which the appeal is being made. The city council shall, within thirty days of receiving such notice of appeal, hold a hearing. At such hearing, the aggrieved party is entitled to be heard and present evidence on his or her behalf. The city council shall determine the merits of the appeal, and the city council's determination to grant or deny the appeal shall be final. When the necessity for a timely response so requires, the city council may refer to the matter to the community development director.
- a. Any applicant for a Mobile Food Establishment who is engaging in or intends to engage in "expressive activity" as defined in this chapter and who is aggrieved by the denial or revocation of a permit pursuant to this chapter may, at his or her election, appeal to the city council in accordance with this section. However, any appeal taken pursuant to this section may, by necessity, involve the postponement or delay of the activity for which a permit is sought.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 11.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: September 11,
2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Approval of Resolution No. 2024-101 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE MCFARLAND STREET INFRASTRUCTURE PROJECT AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY AGREEMENTS

SUMMARY:

Mayor Saul Ayon initiated conversations with Congressman David Valadeo regarding the opportunity to submit a request for funding for the City to provide improvements to the City's aging infrastructure, particularly road repairs. Following the initiation by the Mayor, staff prepared and submitted a formal request for appropriations to Congressman Valadeo. The Congressman recommended the funding be included in the federal 2024 budget. In March of 2024, the Consolidated Appropriations Act, 2024 (Public Law 118-42) appropriated \$6,000,000 for the City of McFarland's streets program.

On August 27, 2024 the City received the initial grant award letter from the US Department of Housing and Urban Development. City staff had already begun the preliminary work in preparation for the grant award letter and continued processing the necessary documentation and environmental reviews necessary to receive the funding. The attached resolution would authorize the receipt of the funding

FINANCIAL IMPACT:

Funds were allocated to the Capital Improvement Budget for the 2024-25 fiscal year.

RECOMMENDATION:

City Council approve Resolution 2024-101

ATTACHMENTS:

None

RESOLUTION NO. 2024-101

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE U.S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE MCFARLAND STREET
INFRASTRUCTURE PROJECT AND AUTHORIZING THE CITY MANAGER OR
DESIGNEE TO EXECUTE ALL NECESSARY AGREEMENTS**

WHEREAS, the City of McFarland has been awarded grant funds through the Community Project Funding (CPF) program from the U.S. Department of Housing and Urban Development (HUD) for the McFarland Street Infrastructure Project; and

WHEREAS, the City of McFarland is required to enter into a grant agreement with HUD to receive these funds and proceed with the project; and

WHEREAS, the City Council of McFarland deems it in the best interest of the City and its residents to accept these funds to improve local infrastructure and ensure public safety;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

1. The City of McFarland hereby accepts the grant funds awarded by HUD for the McFarland Street Infrastructure Project.
2. The City Manager or designee is authorized to execute all necessary agreements, documents, and certifications required to receive and expend the grant funds, including but not limited to the grant agreement with HUD.
3. The City Manager or designee is further authorized to take any actions necessary to implement and administer the project in accordance with HUD's requirements.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on September 11, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

Erika De La Cruz, City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 12.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: September 11,
2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Approval of Resolution No. 2024-103 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPOINTING PLANNING COMMISSIONERS

SUMMARY:

The City of McFarland Planning Commission is composed of five members who each serve a (4) four year-term unless they are continuing a member's term. As of June 30, 2024, (3) three of the member's terms have expired and (1) one of the member's terms has a remaining 1 year. The City received seven applications from local residents:

Jose L Hernandez (current commissioner)
Georgina Alatorre-Jaime
Juan Munguia
Victor Oropeza
Ivan Sandoval
David Soto
Jim White (current commissioner)

On Thursday, August 22, the City Council Ad-hoc Committee reviewed the applications with Planning staff. Following the review, the Ad-hoc Committee is recommending the City Council appoint the following individuals:

4 year term expiring June 30, 2028:

Jose L. Hernandez
Victor Oropeza
Jim White

Term expiring June 30, 2025
Juan Munguia

FINANCIAL IMPACT:

No financial impact.

RECOMMENDATION:

City Council adopt Resolution 2024-103

ATTACHMENTS:

None

RESOLUTION NO. 2024-103

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPOINTING
PLANNING COMMISSIONERS**

WHEREAS, Three seats on the Planning Commission expired on June 30, 2024; and

WHEREAS, a current vacancy on the Planning Commission was created in May 2024; and

WHEREAS, the City sought out applicants for the vacancies on the Commission; and

WHEREAS, seven local residents, including two existing commissioners, applied for the vacancies; and

WHEREAS, the City Council Ad-Hoc Committee reviewed the applications on August 22, 2024 and approved candidates for appointment to the vacancies.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. The City Council appoints Jose L. Hernandez, Victor Oropeza and Jim White to the Planning Commission for a four-year term expiring June 30, 2028.
3. The City Council appoints Juan Munguia to the Planning Commission for the remaining term expiring June 30, 2025.
4. The Community Development Director, or designer, shall make appropriate arrangements to seat the Commissioners at the next regularly or special Planning Commission meeting.
5. The City Clerk shall certify the passage and adoption of this resolution.
6. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on September 11, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				

María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

Erika De La Cruz, City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 13.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: September 11,
2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Serrena McCuan, Human Resources Director

SUBJECT: Approval of Resolution No. 2024-106 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MCFARLAND AND THE MCFARLAND POLICE OFFICERS ASSOCIATION (MPOA) FOR THE PERIOD OF 2024-2027

SUMMARY:

The City of McFarland and the McFarland Police Officers Association (MPOA) have engaged in good faith negotiations to develop a new Memorandum of Understanding (MOU) that addresses wages, hours, and other terms and conditions of employment for the police officers represented by the MPOA. The current MOU was set to expire on June 30, 2024. Throughout the negotiation process, the MPOA advocated on behalf of its members to ensure fair and equitable terms. We are pleased to have reached an agreement that meets the needs and concerns of both parties, aiming to maintain a positive and productive relationship between the City and MPOA, while ensuring continuity of operations.

The proposed MOU once signed will reflect a mutually acceptable agreement, which is set to be effective retroactively from July 1, 2024, and will remain in effect through June 30, 2027. The MOU outlines several key provisions, including:

A 2.5% salary adjustment will take effect on July 1, 2024. Additional 2.5% salary adjustments will be applied on July 1, 2025, and July 1, 2026. Furthermore, if unrestricted general fund revenues increase by 10% or more compared to the previous fiscal year, there will be an automatic 1% increase to the COLA in the following fiscal year during the term of the MOU. Educational stipends for employees with advanced degrees and POST certifications have been increased to better reflect the value of continuing education and professional development. The MOU includes provisions for shift differentials, which offer compensation rates above the base salary for employees working specific shifts. This acknowledges the additional burdens and challenges associated with these work schedules.

We believe this agreement represents a fair and balanced outcome, reflecting the dedicated efforts of both the City and the MPOA to support our sworn and non-sworn staff while maintaining fiscal responsibility.

FINANCIAL IMPACT:

The proposed salary adjustments and benefits will have a fiscal impact on the City's budget.

Detailed financial analysis and projections have been conducted to ensure that the proposed changes are sustainable within the City's financial constraints.

RECOMMENDATION:

It is recommended that the City Council approve the proposed Memorandum of Understanding (MOU) between the City of McFarland and the McFarland Police Officers Association (MPOA) for the period of 2024-2027.

ATTACHMENTS:

1. 2024-2027 MOU Final

RESOLUTION NO. 2024-106

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING
THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MCFARLAND
AND THE MCFARLAND POLICE OFFICERS ASSOCIATION (MPOA) FOR THE PERIOD
OF 2024-2027**

WHEREAS, the City of McFarland and the McFarland Police Officers Association (MPOA) have engaged in good faith negotiations regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, the current Memorandum of Understanding (MOU) between the City and the MPOA is expired as of June 30, 2024; and

WHEREAS, the City and the MPOA have reached a tentative agreement on the terms of a new MOU for the period of July 1, 2024, through June 30, 2027; and

WHEREAS, the proposed MOU maintains an amicable relationship between the City and the MPOA, ensures continuity of operations, and addresses the needs and concerns of both parties; and

WHEREAS, the City Council has reviewed the terms of the proposed MOU and finds that it is in the best interest of the City to approve and adopt the MOU.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of McFarland as follows:

1. The City Council approves the Memorandum of Understanding between the City of McFarland and the McFarland Police Officers Association for the period of July 1, 2024, through June 30, 2027, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.
2. The City Council authorizes the City Manager, or designee, to execute the MOU on behalf of the City and to take such further actions as may be necessary to implement the provisions of the MOU.
3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on August 8, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				

Amador Ayon				
María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

Erika De La Cruz, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF MCFARLAND

AND

**MCFARLAND POLICE OFFICERS
ASSOCIATION**

2024-2027

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ARTICLE 1
PREAMBLE

Pursuant to the Meyers-Milias-Brown Act, this memorandum of understanding has been entered into the City of McFarland, hereinafter referred to as the “City”, and the McFarland Police Officers Association, hereinafter referred to as the “Association.” The purpose of this Memorandum of Understanding is the promotion of harmonious relations between the City and the Association, the establishment of equitable procedures for the peaceful resolution of differences and the establishment of the entire and complete agreement covering the rates of compensation, hours of work and all other conditions of employment to be observed by the parties.

ARTICLE 2
PURPOSE

It is the purpose of this memorandum of understanding to promote and provide for continuity of operation and employment through harmonious relations, cooperation, and understanding between management and the unit employees covered by the provisions of this agreement and to set forth the understanding reached by the parties as a result of good faith negotiations on the matters set forth herein. This agreement purpose is to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU; and to set forth the tentative agreement of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment of the employees covered under this MOU, which tentative agreement the parties jointly submit and recommend for City Council approval and implementation at the next available City Council meeting following the parties execution hereof.

ARTICLE 3
RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining representative for all regular, permanent employees within the bargaining unit consisting of the following classifications:

- *Police Sergeant;*
- *Police Corporal;*
- *Police Officer;*
- *Community Service Officer;*
- *Police Officer Technician;*
- *Crime Scene Technician;*
- *Communications/Records Supervisor*

ARTICLE 4

TERM

This MOU is effective beginning the first full pay period after City Council adoption, but no later than July 1, 2024, and remains in effect through June 30, 2027. The City and the MPOA agree to extend this MOU until a new MOU is negotiated, or until new terms and conditions are imposed.

Notwithstanding the above term, in the event of a fiscal financial emergency formally declared by county, state or federal action substantially reducing City revenues, or a fiscal emergency declared by the City Council, the City shall provide notice to the MPOA of specifically identified terms for renegotiation and the MPOA agrees to reopen negotiations on such specifically identified terms of this MOU.

ARTICLE 5 **MAINTENANCE OF BENEFITS**

The parties recognize and accept the concept of past practices as to matters within the scope of representation and agree to meet and confer regarding a proposed change in any such practices. The City shall not propose any such changes unless required to do so for operational or organizational reasons.

Except as otherwise provided herein, the City and the MPOA agree that all benefits other than direct wages, as provided by Ordinance or Resolution, which are in existence at the commencement of this MOU, shall not be diminished, lessened, or reduced for the duration this MOU. Notwithstanding the foregoing, the City and the MPOA agree that should health insurance benefits, which are currently provided to both the MPOA and to all other non-union City Employees in the same manner, be diminished, lessened, or reduced for non-union City Employees, the MPOA agrees such benefits shall also be diminished, lessened, or reduced for MPOA members in the same fashion. As stated in Article 4, for other benefits, this MOU shall be reopened, and the parties will meet and confer on specific identified articles in the event of a declared fiscal emergency.

ARTICLE 6 **EMPLOYEE RIGHTS AND RESPONSIBILITIES**

Employees shall be free to participate in Association activities without interference, intimidation or discrimination in accordance with State law and City policies, rules and regulations:

- A. Association and Employee Rights Section.** The City and the Association shall comply with the provisions of the Meyers-Milias-Brown Act (MMBA), or any subsequent State law governing meet and confer rights of employee organizations. The parties further agree that during the term of this Memorandum of Understanding each party shall retain those rights respectively vested by local, state, and federal law which cannot otherwise be modified by this agreement.

B. Union Dues. As the recognized majority and/or exclusive employee organization, the Association requests that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Association, from the wages and salaries of members of the Association. The Association hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Association membership dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided by the Association.

C. Union Notifications – New Hires. The City will notify the Association’s designated representative in writing or via email regarding all new hires at least ten (10) days prior to the employee’s orientation unless there is an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Association’s designated representative with the new employee’s name, job title, department, work location, home mailing address, personal email, and work, home, and personal cell phone numbers.

The new hire will receive a copy of the MOU with his/her new employee orientation packet. Association shall be permitted one (1) hour for each orientation session to talk to new bargaining unit members to explain the rights and benefits under the MOU.

D. Union Notifications – Quarterly Reports. The City will provide the Association’s designated representative a quarterly list of all employees in the represented bargaining unit, including the employee’s name, job title, department, work location, home mailing address, personal email, and work, home, and personal cell phone numbers.

Notwithstanding the foregoing, the City will not provide Association with the home address or any phone number on file with the City of any employee performing law enforcement-related functions, and the City will not provide Association with any home address, home telephone number, personal cellular telephone number, or personal email address or date of birth of any employee who has made a written request to the City regarding non-disclosure of said information. The parties will mutually agree on a form to use to track said employee information and whether any employee requests that such information not be disclosed.

E. Payroll Distribution. Unit employees are compensated on a biweekly basis, with the distribution of paychecks occurring every Friday; however, employees are typically paid every Thursday, except in case of any unforeseen circumstance. Under the biweekly distribution, the pay period shall occur every two weeks.

F. Payroll Deduction. The City shall, during the term of this agreement, deduct monies for membership dues and insurance premiums on a biweekly basis from sworn employees who

voluntarily authorize the deduction in writing, on forms approved by the City. The written authorization for MPOA dues deductions shall remain in full force and effect during the life of this Agreement. The City shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty (30) days after receiving the request. The City shall remit the monies from authorized deductions in accordance with procedures set forth by the City.

The City shall provide payroll deductions on each payroll period.

G. Payroll Direct Deposit Program. All unit employees are required to participate in the City's payroll direct deposit program.

H. Indemnification – Transmittal of Funds. The Association agrees to hold the City harmless and indemnify the City against any claim, causes of action, or lawsuits arising out of the deduction or transmittal of such funds to the Association.

I. City Designated Office Space. The City agrees to afford the Association the use of the briefing room as needed for meetings and gatherings.

The Association agrees to conform to all other rules, regulations, policies, and procedures set forth by the City concerning the use of City facilities.

J. Bulletin Board(s). The City shall provide one (1) bulletin boards of reasonable size for use of Association business at the following location: Break Room. The location and style of such bulletin boards shall continue to be designated by the City and may be changed by the City upon prior notification to the Association.

The Association therefore agrees to continually self-monitor the bulletin board assigned to them to ensure that they are maintained in an orderly manner. All material posted must be dated and contain the signature of a member of the Association's Board of Directors.

The MPOA agrees to post union financial statements on a monthly basis, and items to be up for vote to ensure transparency for all members.

No item that can reasonably be interpreted as inflammatory, libelous, obscene, or slanderous may be posted on bulletin boards. The MPOA agrees to conduct itself in a businesslike, lawful manner.

K. Revocation. City reserves the right to revoke Association's use of any facility, space, or equipment for cause upon prior notification of sixty (60) days to Association. In the event of an emergency, the notification provision is waived.

L. Indemnification - Facilities. The Association agrees to hold City harmless and indemnify the City against any claim, causes of action, or lawsuits arising out of any Association's use, placement, installation, operation, goods, services, or device or any publication of

libelous matter on Association bulletin board or any use, placement, installation of any equipment, furniture, floor covering, records, or other personal property not owed by City.

Association further agrees to reimburse City for any costs of repair to any building space or structure provided by the City to the Association for the exclusive use of the Association and its members for Association business under the terms of this agreement resulting from the deliberate, malicious, or negligent act of any of its unit employees.

M. Limitations. The Association, its officers, agents, representatives, and/or members shall not conduct Association business, including employee relations matters, during assigned work schedules except as set forth in this Agreement, or with the approval of Police Management.

N. Association Release Time.

- 1) **Release Time for Meeting and Confering.** The City recognizes that due to the unique nature of the services performed by peace officers, that it is of benefit both to the City and Association that the City permit representatives designated by the Association to serve as the Association negotiation committee to be granted leave from duty with full pay during scheduled working hours to participate in such meet and confer sessions as requested by the City. When a unit employee participates in meet and confer session(s) during non-scheduled work hours, the unit employee shall not be entitled to receive any pay or benefits from the City for such time spent in the meet and confer session(s). In no event shall the number of representatives exceed three (3).

Full pay as stated shall mean the unit employee's current base salary, benefits, and any assigned bonus.

The Association negotiating committee shall be allowed reasonable release time as approved by the Police Chief in order to prepare for meet and confer sessions required for subsequent memorandums of understanding. Prior to any release time being granted, individual negotiating committee members shall give Police Management as much advance notice as possible about the date, time, and duration of the requested release time.

- 2) **Release Time - Board of Directors Meetings.** Subject to the limitations set forth in this agreement, on-duty members of the Association's Board of Directors, or their officially designated alternates, shall be released from their assigned duties to attend scheduled meetings of the Association after written request and approval by Police Management.

Such a release time shall not unreasonably interfere with Department operations.

The Association President shall meet with the Chief of Police at least once quarterly to ensure the control of any potential abuses of this provision.

- 3) **Release Time for Association President - Association Business.** Subject to the limitations set forth in this agreement, the President of the Association shall be granted a release from on-duty assignment up to four (4) hours each month to conduct Association business within the City. Such time is non-cumulative if not utilized within a month and shall not be credited for utilization for succeeding months.

ARTICLE 7
MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. Management Rights. In order to ensure that the City shall continue to carry out its public safety functions, programs, and responsibilities to the public imposed by law, and to maintain efficient public safety service for the citizens of McFarland, the City continues to reserve and retain solely and exclusively all management rights, regardless of the frequency of use, including those rights and responsibilities set forth by law and those City rights set forth in the City's Municipal Code, Personnel Rules and including but not limited to the following rights:

- 1) To manage the Police Department and determine policies and procedures and the right to manage the affairs of the Department.
- 2) To determine the existence or nonexistence of facts which are the basis of the management decision in compliance with State law.
- 3) To determine the necessity, organization, implementation, and termination of any service or activity conducted by the City or other government jurisdictions and to expand or diminish police services.
- 4) To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, demote, reduce, suspend, reprimand, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees in accordance with Department and Police Officers Bill of Rights, City of McFarland Personnel Rules and McFarland Police Department Policies & Procedures Manual.
- 5) To determine the nature, manner, means, extent, type, time, quantity, quality, technology, standard, and level of police services to be provided to the public.
- 6) To require performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
- 7) To lay off employees of the Police Department because of lack of work or funds or under conditions where continued work would be inefficient or non-productive or not cost effective, as determined by the City.

- 8) To determine, relocate and/or change the police facilities, methods, technology, equipment, operations to be performed, organizational structure, and allocate and assign work by which the City police operations and services are to be conducted.
- 9) To determine method of financing.
- 10) To plan, determine, and manage division's budget which includes, but is not limited to, types of operations, processes, and materials to be used in carrying out all Police Department functions and the right to contract or subcontract any work or operations of the Police Department.
- 11) To determine the size and composition of the Police Department work force, assign work to employees of the Police Department in accordance with requirements determined by the Police Department and to establish and require compliance to work hours and changes to work hours, work schedules, including call back, standby, and overtime, and other work assignments, except as otherwise limited by this agreement, or subsequent agreements.
- 12) To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to quality and quantity, and require compliance therewith.
- 13) To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classification, job specifications, and to reallocate and reclassify employees.
- 14) To determine the issues of public policy and the overall goals and objectives of the Police Department and to take necessary action to achieve the goals and objectives of the Police Department.
- 15) To hire, transfer intra- or inter-Department, promote, reduce in rank, demote, reallocate, terminate, and take other personnel action for non-disciplinary reasons.
- 16) To determine policies, procedures, and standards for recruiting, selecting, training, and promoting employees.
- 17) To establish, implement, and/or modify rules and regulations, policies, and procedures related to productivity, performance, efficiency, personal appearance standards, code of ethics and conduct, safety, health, and order, and to require compliance therewith.
- 18) To maintain order and efficiency in police facilities and operation.
- 19) To restrict the activity of an employee organization on City facilities except as set forth in this agreement.

20) To take any and all necessary steps and actions to carry out the service requirements and mission of the city in emergencies or any other time deemed necessary by the City and not specified above.

B. Impact of Management Rights. Where required by law, the City agrees prior to implementation to meet and confer with the Association over the impact of the exercise of a management right upon the wages, hours, and terms and conditions of employment on unit members unless the impact consequences of the exercise of a management right upon unit members is provided for in this Memorandum of Understanding, or Departmental Rules and Regulations.

C. Authority of Third Party Neutral - Management Rights. All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third-party neutral shall have the authority to diminish any of the management rights which are included in this Agreement.

ARTICLE 8

MONTHLY MEETING: CITY – MPOA

A. Purpose. The Police Chief and Director of Human Resources shall meet monthly with representatives of the Association. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party.

B. Representation. On-duty time shall be provided for three (3) Association representatives and may be increased if both parties mutually agree.

C. Meetings. The meetings shall not be used by either party as meeting and conferring on any issue within the scope of Government Code Section 3500, as amended, et seq.

ARTICLE 9

NO STRIKE-NO LOCKOUT

During the term of this Agreement, the Association, its officers, agents and members agree that they shall neither engage in nor encourage or condone, nor will any of its members or representatives take part in any strike, walk-out, sit down, work stoppage, slowdown, sick-out blue flu, pretended illness, other concerted refusal to work, or engage or honor any other form or type of job action by unit employees or by any other employees of the City or employees of any other employer by withholding or refusing to perform services or honor any type or form of picket line of any union or employee organization.

If an employee participates in any manner in any strike, work stoppage, slowdown, sick-out or other concerted refusal to work or participates in any manner in any picketing or impediment to work in support of any such strike, work stoppage, slowdown, sick-out or other concerted refusal to work or induces other employees of the City to engage in such activities, such employee shall be subject to discipline by the City.

Any employee violating the obligations of this article may be disciplined or discharged by the City without recourse to the appeals procedure except as to the question of whether the employee participated in the prohibited conduct.

The City shall not lock-out employees.

Nothing in this article is intended to diminish civil rights and due process as required by law.

ARTICLE 10 **SENIORITY**

Employee Seniority. The seniority of an employee is determined by the total amount of continuous service time in the McFarland Police Department, measured to the nearest day. Within a rank, the seniority of an employee is further determined by the total amount of continuous service time in that specific rank in the McFarland Police Department, also measured to the nearest day.

An employee promoted to a higher rank and later demoted back to the original rank shall have seniority calculated for all time of continuous service in the higher rank and the original rank combined.

If an employee voluntarily leaves the City's employ or is dismissed for cause, the employee will lose all seniority credited prior to then. Reemployment will not restore the lost seniority. Instead, if an employee is reemployed, seniority will be based on the reemployment date.

An employee dismissed without cause after completing probation and acquiring regular status will, after reinstatement, regain the seniority credit the employee possessed at the time of layoff, provided the reinstatement occurs within twenty-four (24) months of the layoff.

An unpaid leave of absence more than thirty (30) continuous calendar days will not count as continuous service for the purpose of determining seniority.

ARTICLE 11 **DISCIPLINE AND GRIEVANCE APPEALS PROCEDURE**

Discipline

- A.** The City may take disciplinary action for just cause. Disciplinary actions shall include: oral and written warnings, written reprimand, suspension, demotion, pay reduction, transfer for purposes of punishment and termination, as well as any other action which would entitle the employee to an administrative appeal as described by the Public Safety Officers' Procedural Bill of Rights Act.
- B.** The following shall apply to personnel investigations:

1. Interview Procedures

- a. In all cases wherein the employee is interviewed, the person responsible for the interview shall:
 1. Inform the employee that he/she has a right to be represented by counsel or any representative during the interview.
 2. An employee under investigation may, upon request, receive a copy of the following prior to the officer's interrogations: (a) a summary of any citizen complaint and/or department complaint which forms the basis for the internal affairs investigation; (b) any statements prepared by the subject employee (such as written reports to superior officers) or summaries or video/audio recordings or verbatim transcriptions of any statements of the subject employee prepared by another person which the subject officer knowingly gave and which relates to the matter under investigation, such as pre-investigation interviews.
 3. Conduct the interview at a reasonable time and date to allow for the employee procurement of representation.
 4. Identify to the employee all persons present or participating in the interview. The employee under investigation shall be informed prior to the interrogation of the rank, name, and command of the officer in charge of the interrogation, the interrogating officers, and all other persons to be present during the interrogation. All questions directed to the employee under interrogation shall be asked by and through no more than two interrogators at one time.
 5. Conduct the interview for a reasonable length of time.
 6. Not expose the employee to offensive language, threats of transfer, disciplinary action, or loss of employment.
 7. Cause a recorded record to be made of the interview, which shall be available to the employee on request.
- b. In the event the employee is being investigated for a criminal offense, prior to the interview, the employee shall be advised of his/her rights per Department Admonition policy for criminal offenses. If it is not determined that a criminal offense might exist until after the interview has

commenced, then the interview shall cease while the employee is admonished.

- c. Employees, when ordered by a superior, must answer questions directly and narrowly related to the allegations under investigation.
 - 1. Unless mandated by a court order, these statements will not be used, and are not admissible, in a criminal trial.
 - 2. Failure to answer questions when ordered may result in disciplinary action and/or termination.
 - 3. If the employee is ordered to answer questions, the following statement may be read into the record:
 - i. “The Police Department of McFarland, California, is conducting an investigation and I, _____, a Police Officer/Corporal/Sergeant/etc. for the City, have been ordered to answer questions.”
 - ii. “I have been advised that if I do not comply with the order, I may be disciplined or terminated from the department for failure to obey said order.”
 - iii. “In view of possible job forfeiture, I have no alternative but to follow this order, however, by answering the questions, I do not waive my Constitutional rights to remain silent under the Fifth and Fourteenth Amendments of the United States Constitution, the protections of the California Constitution, and the protections that have been afforded me under case law.”

C. Skelly Meeting

As part of the pre-action due process procedure granted to employees, employees will be given the option of using one of the following formats for the “Skelly” meeting following receipt of Notice of Proposed Disciplinary Action:

- 1. Meeting between the Chief and the employee only;
- 2. Meeting between the Chief, the employee and the employee’s representative;
- 3. Meeting between the Chief, the employee and the employee’s representative – meeting is tape recorded.

4. The employee must notify the Chief prior to the meeting as to which option he/she desires to use.

D. Final Discipline and Appeal

An employee who receives a notice of disciplinary action shall have the right to appeal the discipline at a hearing presided over by a hearing officer, except in the case of oral and written warnings. There shall be no appeals beyond the pre-disciplinary meeting with the Chief of Police in cases of oral or written warnings. Written reprimands shall be handled in accordance with the written reprimand provisions of the McFarland Department Policy Manual, Section 603 Grievances from Lexipol), which is hereby incorporated by reference.

1. The employee, or the employee's representative, must submit a written request for a hearing within fourteen (14) calendar days of the employee's actual receipt of the notice of disciplinary action. The request shall be submitted to the office of the Chief of Police.
2. The Police Chief, or their designated representatives, shall attempt to informally resolve the appeal and shall arrange a meeting with the appellant and the employee appropriate representative, if any. In the event the parties are unable to resolve the dispute, then at this same meeting they shall attempt to agree upon the issue, or issues, to be presented at arbitration.
3. Within ten (10) calendar days the City and the employee, through their representatives, if any, shall communicate to discuss the identity of a mutually agreeable hearing officer. If the parties cannot agree upon the identity of the hearing officer, then the City shall promptly request of PERB that it provide a list of five (5) persons qualified to act as the hearing officer.
4. Within ten (10) calendar days following receipt of the list from PERB, the parties shall endeavor to select the hearing officer. The parties shall alternately strike one name from the list of hearing officers (the party to strike the first name shall be determined by flipping a coin) until one (1) name remains, and that person shall be the hearing officer.
5. The hearing officer shall conduct the hearing as he or she deems appropriate to ensure the employee receives due of process of law, the principles of just cause are honored and judicial decorum is maintained.
6. The hearing officer shall render a written opinion within thirty (30) calendar days following the closing of the hearing, unless the period has been mutually extended. The opinion shall be served upon the employee and the City Manager.

7. Within thirty (30) calendar days following the date of service of the advisory opinion, the City Manager shall either adopt, reject or modify the hearing officer's finding of facts, and recommended award. The City Manager's decision shall be in writing and served upon the employee within the 30 calendar day window, and shall constitute the final administrative decision subject to appeal under CCP 1094.5.
- E. No employee shall be disciplined or in any way discriminated against for exercising their lawful rights pursuant to this policy.
 - F. This appeal process supersedes any conflicting order, policy, rule or procedure, except those that are mandated by state or federal law.

Grievance

A. Definition

1. Grievance: A dispute between the MPOA, an employee or a group of employees and the City regarding an interpretation or application of the MOU, or of the written rules and regulations or past practices governing matters within the scope of representation.

B. Guidelines

1. An employee may file a grievance without jeopardizing the employee's employment or fear of retaliation.
2. Discrimination Complaint Procedure - Allegations of unlawful discrimination shall be processed through the Human Resources Department, utilizing the Discrimination Complaint Procedure in lieu of the grievance procedure. If the allegation is determined to be inappropriate for processing through the Discrimination Complaint Procedure, upon notification of same, the employee may utilize the grievance procedure within the time frames and definitions provided herein.
3. An earnest and sincere effort shall be made by all parties to cooperate in the prompt resolution of a grievance in an amicable manner. The time limits may be extended when mutually agreed upon in writing between the appropriate parties. If the employee fails to proceed with the grievance within any of the time limits specified herein, the grievance shall be considered settled on the basis of the last decision rendered.
4. This is the sole and exclusive method for resolving grievances.

C. Grievance Procedure

1. Step 1

- a. The grievant shall orally present the grievance to the immediate supervisor or Human Resources to identify an appropriate representative within fourteen (14) calendar days following the event or events upon which the grievance is based. The grievant may be assisted by a representative in presenting the grievance.
- b. The immediate supervisor or designee shall make whatever investigation is deemed necessary and may arrange a meeting with the grievant to discuss the grievance and, if possible, resolve it. In any event, the supervisor shall give an answer to the employee within fourteen (14) calendar days following the oral presentation of the grievance. If the employee has requested to be represented, the representative shall be given the opportunity to attend the meeting and shall be informed of the immediate supervisor's decision on the grievance.
- c. If the grievant is not satisfied with the decision of the immediate supervisor, upon indicating the specific areas of disagreement, appeal to Step 2 can be made.

2. Step 2

- a. If the grievant desires to move the grievance to Step 2, the grievant shall submit the grievance in writing, to the Police Chief, within ten (10) calendar days following receipt of the immediate supervisor's decision at Step 1. If the employee has elected to be represented, assistance by the representative can be utilized in appealing the grievance.
- b. The written grievance must contain a complete statement of the complaint including the MOU provision, rule or regulation or past practice alleged to have been violated, the facts upon which it is based, the grievant's reasons for the appeal, and the remedy being requested.
- c. The Police Chief and the Director of Human Resources, or their designated representatives, shall attempt to resolve the grievance and shall arrange a meeting with the grievant and appropriate representative, if any. A decision, in writing, shall be given to the grievant within ten (10) calendar days following the receipt of the written appeal or conclusion of the appeal meeting, whichever is later.
- d. Upon completion of the step 2 process, only the MPOA may move the grievance to Advisory Arbitration. The step 2 decision is the final

administrative decision in all instances where the MPOA does not move the grievance to arbitration.

3. Advisory Arbitration

- a.** The Association's submittal of the arbitration request shall be in writing; shall be signed by the authorized Association representative or its legal counsel and shall be submitted to the Director of Human Resources within fourteen (14) calendar days of the written decision at Step 2.
- b.** In the event the parties are unable to agree upon the issue, or issues, to be presented at arbitration, each party will prepare its statement of issue, or issues, and jointly submit their statements to the arbitrator. The arbitrator shall, at the beginning of the hearing referred to below, state his/her opinion as to what the issue, or issues are.
- c.** Within seven (7) calendar days following the meeting to prepare the issues statement, the City shall request that PERB provide a list of five (5) persons qualified to act as arbitrators.
- d.** Within seven (7) calendar days following receipt of the list of arbitrators, the parties shall endeavor to select the arbitrator. The parties shall alternately strike one name from the list of arbitrators (the right to strike the first name to be determined by flipping a coin) until one (1) name remains, and that person shall be the arbitrator.
- e.** The arbitrator shall conduct the hearing as he or she deems appropriate in keeping with judicial decorum and providing each party an opportunity for a full and fair evidentiary hearing.
- f.** The arbitrator shall render a written opinion within thirty (30) calendar days following the closing of the hearing unless the period has been mutually extended in writing. The opinion shall be in conformance with the Memorandum of Understanding and/or applicable City rules. The opinion shall be advisory only and shall not be binding on either party. Further, the opinion shall be limited to the issue, or issues, presented to the arbiter. The opinion shall be sent to the City Manager, with a copy to the Union and the City representatives.
- g.** Within thirty (30) calendar days following the date of service of the advisory opinion, the City Manager shall either adopt, reject or modify the hearing officer's finding of facts, and recommended award, if any. A copy of the City Manager's letter will be sent to the employees and union organization involved, if any.

- h. Each of the parties involved shall contribute equally to the fees and expense of the arbitrator, and any transcriptionist. Cost of transcripts shall be the responsibility of the party that requested them. Each party shall bear its own witness and attorney fees.

ARTICLE 12

WORK PERIODS, SCHEDULES, AND OVERTIME

- A. **Section 10.1 FLSA 7(k).** Pursuant to Section 7(k) of the FLSA, the City has established a 14-day, 84-hour work period for nonexempt sworn police Department employees.

Non-exempt sworn employees in the Police Department shall receive compensation at the rate of time and one-half (1.5) times the regular rate of pay for all hours worked in excess of 84 hours in any 14-day work cycle. The City agrees to include vacation, sick and CTO hours utilized as hours worked for non-exempt safety and non-safety classifications in the bargaining unit. For holidays, payment will be at the regular rate of pay unless the employee works on the holiday, in which holiday hours will be compensated at the overtime rate.

- B. **Fourteen (14) Day Work Periods - Beginning/Ending.** In accordance with section 7(k) of the Fair Labor Standards Act, the official work period for sworn employees begins on Sunday at 12:01 am. and ends 14 days later at 12:00 a.m. Thereafter the work period shall be a fixed and regularly recurring fourteen (14) day work period.

Overtime shall be compensated in the manner prescribed by this Memorandum and in accordance with Federal and State Laws and Regulations. A 14-day work period shall be used (with hours worked over 84 hours for sworn unit employees requiring overtime Compensation).

- C. **Non-Sworn 3/12 Work Week Schedule.** Non-exempt employees working a 3/12 work schedule (3, 12-hour shifts and 1, 8-hour shift) will have alternating regular days off every other week as determined by the City. For such employees working a 3/12 work schedule, each employee's designated workweek shall begin exactly four hours after the start of his/her eight-hour shift on the day of the week that corresponds to the employee's alternating regular day off. Employees do not have any scheduled overtime as part of the 3/12 schedule.

ARTICLE 13

DAILY WORK SCHEDULE

- A. **Eight (8) Hour Work Schedule - Designated Positions / Assignments.** The daily work schedule (forty (40) hour work week) for unit employees assigned, either permanently or temporarily, to designated positions/assignments.

Any unit employee in the designated assignment as determined by Police Management shall be eight (8) hours of work time, inclusive of breaks, exclusive of a one-half (1/2) hour meal.

Police Management may move a unit employee working on eight (8) hour work schedule to a schedule consisting of eight (8) nine (9) hour workdays and one (1) eight (8) hour workday in a fourteen (14) day work period consisting of a forty (40) hour average work week.

References in the Memorandum to a 5/8 schedule refer to a schedule in which employees work five (5) 8-hour shifts during a workweek for a total of 40 hours worked.

- B. Ten (10) Hour Work Schedule.** The daily work schedule (forty (40) hour work week) for unit employees in specialized, non-patrol assignments and placed on a ten (10) hour workday by Police Management shall consist of ten (10) hours of work time inclusive of breaks and inclusive of a one-half (1/2) hour meal break. Unit employees assigned to the ten (10) hour work schedule shall have the opportunity to take a one-half (1/2) hour meal break during their shift unless circumstances prevent it. Unit employees assigned to the ten (10) hour schedule are considered to have already been compensated for their meal breaks, and should they be unable to take their meal break they shall not receive further compensation.

References in the Memorandum to a 4/10 schedule refer to a schedule in which employees work four (4) 10-hour shifts during a workweek for a total of 40 hours worked.

- C. Twelve (12) Hour Work Schedule.** The daily work schedule for unit employees assigned to Patrol and Dispatch, (pursuant to the Division's work schedule policy, other than assignments designated) either permanent or temporary, shall be twelve (12) hours of work time, inclusive of breaks and a one-half (1/2) hour meal break.

Unit employees assigned to the twelve (12) hour work schedule are considered to have already been compensated for their meal breaks and if they are unable to take their meal break, they shall not receive further compensation. Unit employees will have the opportunity for a meal break within their twelve (12) hour work schedule unless circumstances prevent it.

Notwithstanding the twelve (12) hour work schedule, the use of leave benefits and comp time shall be computed on the basis of a twelve (12) hour daily work schedule, except for the payback day which will be computed on the basis of a ten (10) hour daily work schedule.

Generally (with the exception of training, the use of leave time and of irregular assignments necessary to meet management needs) unit employees assigned to the twelve (12) hour work schedule:

- 1) Shall work alternating three (3) consecutive and four (4) consecutive twelve (12)

hour workdays weekly on prescheduled days selected pursuant to the Division's work schedule policy;

References in the Memorandum to a 3/12 schedule refer to a schedule in which employees work 36 hours one week of the pay period and 48 hours during the other week of the pay period for a total of 84 hours during the FLSA defined 14-day work period.

The workweek for employees on an alternative schedule may be different than the basic workweek defined.

D. Management Rights in Assignments. Pursuant to this agreement, Police Management has the right to "assign work to unit employees of the Police Department" in accordance with requirements determined by Police Management. The city retains the right to designate employees to one of the above outlined schedules depending on the needs of the city.

Unit employees do not acquire tenure, status, or property rights in work schedules; and changes in work schedules are not subject to civil service appeals. A unit employee's assignment to a specific work schedule may be changed at any time for job related reasons or operational necessity.

E. Meal and Rest Periods. The City reserves the right to provide meal and rest periods to employees at its discretion based on operational needs. To the extent possible, Shift employees should be given a thirty (30) minute meal break per duty shift and two (15) minute breaks, during which time he/she will remain on duty, in uniform and subject to call. Employees shall not be eligible for overtime pay for breaks and meal periods not taken due to duties and responsibilities of work assignments.

F. Call Back. When an employee is required to return to work or report to work when they are not scheduled to work, the employee will receive a minimum of two (2) hours of pay at time and-one-half their equivalent hourly rate. In the event an employee is required to work more than two (2) hours, the employee will be paid for actual time worked at time-and one-half their equivalent hourly rate.

G. Shift Rotation and Selection. Police Department work shifts will be assigned to accomplish department needs and goals. The City does not have sufficient personnel to "shift bid," but every effort will be made to accommodate requests based upon seniority while still balancing each shift with experienced personnel.

Pursuant to this agreement, Police Management has the right to "assign work to unit employees of the Police Department" in accordance with requirements determined by Police Management. The city retains the right to designate employees to one of the above outlined schedules depending on the needs of the city.

When the department has sufficient personnel in patrol and not on training status, the department management believes the 3/12 is feasible. However, the management reserves the right to determine when the 3/12 schedule might be implemented. And where the 3/12 does not meet operational needs, such as insufficient personnel on any shift, the Chief of Police reserves the right to immediately revert to a 5/8 or 4/10 shift.

Investigations assignments, when feasible, will be allowed to work a 9/80 work plan at the discretion of the Chief of Police and where it does not conflict with operational needs.

H. Calculation of Time.

- 1) **Time Worked.** The maximum number of hours worked per fourteen (14) day work period paid at the regular rate of pay shall be eighty (80) hours for non-sworn employees and eight four (84) hours for sworn employees (pursuant to 29 CFR 553.230 - section 7(k) of the FLSA), inclusive of breaks.
- 2) **Time Work Increments.** Increments - Less or More than One (1) Hour. All authorized time worked which is less or more than the unit employee's work shift schedule which is more or less than one (1) hour increments shall be compensated in the following manner:

Time Worked	Calculation
More than 10 minutes	.25 hour (15 minutes)
More than 25 minutes	.50 hour (30 minutes)
More than 40 minutes	.75 hour (45 minutes)
More than 45 minutes	1 hour (60 minutes)

3) Court Time.

- i. **Court Stand-by.** Employees placed on stand-by at a time they are not scheduled to work shall receive three (3) hours pay at time and a half. If Court Stand-by is connected to an employee's shift, and is less than 3 hours, the employee shall be compensated only for the number of hours they were on stand-by status that were outside of their assigned shift.
- ii. **Court Appearance.** Employees called to court from court standby shall receive three (3) hours pay or actual court time, whichever is greater, at time and one-half. Court pay is not in addition to stand-by pay, if any.

Employees called to court when off duty shall receive three (3) hours pay or actual court time, whichever is greater, at time and one-half.

- 4) **Call Back.** When an employee is required to return to work or report to work when they are not scheduled to work, the employee will receive a minimum of two (2) hours of pay at time and-one-half their equivalent hourly rate. In the event an

employee is required to work more than two (2) hours, the employee will be paid for actual time worked at time-and one-half their equivalent hourly rate.

- 5) **Extended Shift Work.** Extended shift work is work time worked by unit employees beyond their normal assigned shifts for the completion of work assigned.
- 6) **Special Detail Work.** Special detail work is work time performed by a unit employee during off-duty hours involving duty at parades and other public or civic events and private contract work authorized by Police Management.
- 7) **Time Not Considered as Work Time.** The following activities shall not be considered work time, except as provided for in this agreement:
 - i. Meal breaks - except as authorized by this agreement.
 - ii. All travel time to work and returning home in personal vehicle.
 - iii. All time in off-duty training assignments (Home, work, study time, mealtime, sleep time, etc.) except as otherwise provided by this agreement.
 - iv. All off-duty travel to training sites and returning home, except as otherwise provided for by this agreement.
 - v. All off-duty time spent in vehicle and/or, equipment.
 - vi. All time worked for which non-sworn or sworn unit employees have already been paid at one and one-half (1.5) times their regular rate of pay within their respective eighty (80) hour or eighty-four (84) hour, fourteen (14) day work period.
 - vii. All sleep time and mealtime as defined with special detail in excess of 24 hours.
 - viii. All time assigned on stand-by assignment.
 - ix. Any time not authorized as work time.
 - x. Any time spent by unit employees participating in an Employee Assistance Program (EAP) on a voluntary basis.

I. Training.

1) Definitions.

- i. **Commuter Training – “Local Area.”** Training site within thirty (30) mile radius of the McFarland Police Department.
- ii. **Commuter Training – “Outside Area.”** Training site outside of the thirty (30) mile radius of the McFarland Police Department.
- iii. **Resident Training.** Any training requiring an overnight stay at or near the training site.
- iv. **Normal Work Hours.** Those hours a unit employee is normally scheduled to work during a given deployment period.
- v. **Adjusted Work Hours.** The adjustment of normal assigned days off and hours worked during a fourteen (14) day work schedule by Management with unit employee input and prior notification.
- vi. **Number of Hours of Training.** The number of training hours attended per day as calculated from the course description as listed in the published training catalog or course flyer, including any meal break time (except as otherwise identified under the provisions of this section).

2) Training Attendance for Unit Employees Assigned a Twelve (12), or Ten (10) Hour Work Schedule.

- i. **Commuter Training – “Local Area.”**
 - a. **Unit Employees Assigned a Twelve (12), or Ten (10) Hour Work Schedule.** A unit employee assigned a twelve (12), or ten (10) hour work schedule attending a local area training session during normal work hours of at least eight (8) hours shall constitute a day for a day., or adjusted work hours, shall upon the conclusion of the session report as expeditiously as possible to the on-duty watch commander for assignment, at the discretion of the commander, to complete the remainder of his/her twelve (12) or ten (10) hour tour of duty.

A unit employee assigned to a twelve (12) or ten (10) hour work schedule attending a local area training session during off-duty time shall be paid overtime at one and one-half (1.5) times the unit employee's regular hourly rate of pay for time in training (including travel time as identified in this section).

- ii. **Commuter Training – “Outside Area.”**
 - a. **Unit Employees Assigned a Twelve (12) Hour Work Schedule.** A unit employee assigned to a twelve (12) hour work schedule attending an outside area training session during normal work

hours, or adjusted work hours, will be allowed to consider actual travel time from the training site as work time, within reasonable limits, as determined by the Chief of Police.

The unit employee will be required to account for the remainder of his/her twelve (12) hour tour of duty through the utilization of his/her compensatory time bank as follows:

$$\begin{array}{r} \text{Number hours training} \\ + \\ \text{actual travel time} \\ + \\ \text{comp time debit} \\ = \\ \text{twelve (12) hour tour of duty} \end{array}$$

A unit employee assigned to a twelve (12) hour work schedule attending an outside area training session during off-duty time shall be paid overtime at one and one-half (1.5) time the unit employee's regular hourly rate of pay for time in training (including travel time as identified by this section).

- b. Unit Employees Assigned a Ten (10) Hour Work Schedule.** A unit employee assigned to a ten (10) hour work schedule attending an outside area training session during normal work hours, or adjusted work hours, will be allowed to consider actual travel time from the training site as work time, within reasonable limits, as determined by the Chief of Police.

The unit employee will be required to account for the remainder of his/her ten (10) hour tour of duty through the utilization of his/her compensatory time bank as follows:

$$\begin{array}{r} \text{Number hours training} \\ + \\ \text{actual travel time} \\ + \\ \text{comp time debit} \\ = \\ \text{ten (10) hour tour of duty} \end{array}$$

A unit employee assigned to a ten (10) hour work schedule attending an outside area training session during off-duty time shall be paid overtime at one and one-half (1.5) times the unit employee's regular hourly rate of pay for time in training (including travel time as indicated by this section).

iii. Resident Training: Unit Employees Assigned a Twelve (12) Hour Work Schedule.

- a. Resident Training One (1) to Three (3) Days in Duration.** A unit employee assigned a twelve (12) hour work schedule attending resident training on a one (1) to three (3) day duration on normal or adjusted workdays will be allowed to consider actual travel time on the first day and last day of training as work time, within reasonable limits, as determined by the Chief of Police.

The Unit employee will be required to account for the remainder of his/her twelve (12) hour tour of duty for each day by utilizing his/her compensatory time bank, as follows:

First and Last Day of Training

$$\begin{array}{r} \text{Number hours training} \\ + \\ \text{actual travel time} \\ + \\ \text{Comp time debit} \\ = \\ \text{twelve (12) hour tour of duty} \end{array}$$

Middle Day(s) of Training

$$\begin{array}{r} \text{Number hours training} \\ + \\ \text{comp time debit} \\ = \\ \text{twelve (12) hour tour of duty} \end{array}$$

- b. Resident Training Four (4) to Five (5) Days in Duration.** A unit employee assigned a twelve (12) hour work schedule attending resident training of a four (4) or five (5) day duration on normal or adjusted work days shall be assigned to work four (4) or five (5) consecutive eight (8) hour days, excluding meal breaks, with actual travel time allotted for the first and last days of training, within reasonable limits, as determined by the Chief of Police..

- c.** All resident training will require that the unit employee attend during his/her normal work schedule or on an adjusted work schedule.

iv. Resident Training: Unit Employees Assigned a Ten (10) Hour Work Schedule.

- a. **Resident training One (1) to Four (4) days in duration.** A unit employee assigned a ten (10) hour work schedule attending resident training of one (1) to four (4) day duration on normal or adjusted workdays will be provided actual travel time on the first day and last day of training as work time, within reasonable limits, as determined by the Chief of Police.

The unit employee will be required to account for the remainder of his/her ten (10) hour tour of duty for each day by utilizing his/her compensatory time bank, as follows:

First and Last Day of Training
Number hours training
+
actual travel time
+
comp time debit or ten (10) hour tour of duty

Middle Day(s) of Training
Number hours training
+
comp time debit
=
ten (10) hour tour of duty

- b. **Resident training five (5) days in duration.** A unit employee assigned a ten (10) hour work schedule attending resident training of a five (5) day duration on normal or adjusted workdays shall be assigned to work five (5) consecutive eight (8) hour days, excluding meal breaks, with actual travel time allotted for the first and last days of training as work time, within reasonable limits, as determined by the Chief of Police. All resident training will require that the unit employee attend during his/her normal work schedule or on an adjusted work schedule.
- v. **Training Attendance for Unit Employees Assigned an Eight (8), Eight and One-Half (8.5), or Nine (9) Hour Work Schedule.**
- a. **Commuter and Resident Training.** A unit employee assigned an eight (8), eight and one-half (8.5), or nine (9) hour work schedule attending commuter or resident training during his/her regular work schedule, or on an adjusted work schedule, shall attend the training as an eight (8) hour daily assignment. Travel time for all training will be actual travel time to the training site and actual travel time from the training site, within reasonable limits, as determined by the Chief of Police.

A unit employee assigned an eight (8), eight and one-half (8.5), or nine (9) hour work schedule attending a commuter training session during off-duty time shall be paid overtime at one and one-half (1.5) time the unit employee's regular hourly rate of pay for training time, including travel time.

All resident training will require that the unit employee attend during his/her normal work schedule or on an adjusted work schedule.

ARTICLE 14 **OVERTIME**

A. The following is time worked which shall be considered overtime, except as otherwise specified in this article:

1) Non-Sworn Unit Employees Overtime.

i. Time Worked in Excess of Forty (40) Hours. Overtime for non-sworn unit employees is time worked in excess of forty (40) hours within the seven (7) day work period, exclusive of non-work time activities as set forth in this article.

2) Sworn Unit Employees: Time Worked in Excess of Eighty Four (84) Hours. Overtime for sworn unit employees is time worked in excess of eighty-four (84) hours within the fourteen (14) day work period, exclusive of non-work time activities as set forth in this article.

3) Specified Overtime. Whenever work time is specified in the Agreement to be overtime.

4) No Pyramiding of Overtime. All time worked by unit employees which has already been compensated shall not apply towards time worked for additional overtime compensation. All accruals usage will be counted as hours worked for overtime calculation purposes. For holidays, payment will be at the regular rate unless the employee works on the holiday, in which holiday hours worked will be compensated at the overtime rate.

There shall be no duplication or pyramiding in the computation of overtime and wages. Nothing in this agreement shall necessitate the payment of overtime and/or other pay more than once for the same hours worked or compensated. If more than one of the provisions of this agreement are applicable to any time worked by a unit employee or otherwise compensated, the unit employee shall be paid for such time at the highest rate specified in any of such applicable provisions. However, the unit employee shall not be entitled to additional pay for the same hours. No unit employee shall be compensated more than once for the same time or work period.

Examples: A unit employee using leave time for their regular shift may not work the same hours on an overtime basis as staff augmentation. A unit employee who is on-call, and then works hours during the on-call period due to a callout or other detail shall subtract the on-call time during which they are otherwise compensated. A unit employee who receives a guaranteed minimum of two (2) hours on overtime such as a court appearance shall not be compensated for any other work time during that same two (2) hour period.

At the discretion of management, a Police Officer or Police Sergeant may be permitted to flex a work schedule or utilize compensatory time, holiday leave or vacation time while also being compensated on an overtime basis for a special detail or grant funded project for which the City receives reimbursement. This exception does not create a right to such exception but allows management the ability to utilize discretion in staffing contracted or grant funded details.

The receipt of a subpoena shall supersede the use of holiday or compensatory time. Unit employees shall not receive overtime compensation for an "on call" or "go" subpoena for the same hours for which the unit employee has requested the use of holiday or compensatory time.

2. **Payment of Overtime.** Overtime shall be paid at one and one-half (1.5) times the unit employee's regular hourly rate of pay.
3. **Compensatory Time In Lieu of Overtime Payment.** Employees who work overtime can accrue compensatory time off ("CTO") in lieu of cash overtime only at the approval of the Department Head in advance. For those non-exempt employees who are eligible to receive earned overtime in the form of compensatory time off ("CTO"), the maximum allowable hours that may be contained in an employee's compensatory time off bank is one hundred twenty (120) hours.
 - 1) **Use of Compensatory Time as Paid Leave.** Accumulated compensatory time may be utilized as paid leave on a straight time hour- for-hour basis. Requests for the use of compensatory time by the employee shall be granted within a reasonable period of time following the request, unless the request unduly disrupts operational needs. All compensatory time utilized as paid leave by a unit employee shall be debited from their accrued compensatory time bank.
 - 2) **Pay Out - Compensatory Time.** Compensatory Time in Excess of Eighty (120) hours. When a unit employee has accumulated the maximum number of hours of compensatory time, he/she shall receive all overtime compensation in traditional pay until such time as the employee's compensatory time bank is no longer at the maximum.
 - 3) **Compensatory Time at Termination.** All accumulated compensatory time which has not been utilized prior to a unit employee's employment termination from the

city shall be paid off on a straight time basis at the unit employee's current regular hourly rate of pay.

- 4) Cash Out.** Four times per fiscal year, on the first pay periods of July, October, January, and April, employees with compensatory time off accruals can cash out compensatory time off upon approval of the City Manager or his/her designee. Employees must make the request on a form provided by the City for a “cash out” at least 30 days prior to the “cash out” date.
- 4. Prior Approval of Non-Scheduled Overtime.** Non-scheduled overtime shall only be worked with department approval, (sergeant or higher unless authority is changed by the Chief). Working overtime without advance approval may be grounds for discipline. Overtime-eligible employees who are directed to work overtime must do so.

ARTICLE 15

SALARIES AND COMPENSATION

A. Salary.

1) Salary Adjustments.

- i. Effective the first pay period following the commencement of this agreement (July 1, 2024) and councils’ approval and ratification of this MOU, all unit employees shall receive a salary adjustment of two-point five (2.5%) per hour. The below salary schedule is reflective of the salary schedule with the increase effective July 1, 2024.

Effective July 1, 2024 (2.5% Increase)	Range	A	B	C	D	E	F
Community Service Officer	15	18.17	19.09	20.05	21.07	22.14	23.26
Police Office Technician	19	20.05	21.07	22.14	23.26	24.43	25.67
Police Emergency Dispatcher	25	23.26	24.43	25.67	26.97	28.34	29.77
Crime Scene Technician	27	24.43	25.67	26.97	28.34	29.77	31.28
Police Officer Reserve/Trainee	27	24.43	25.67	26.97	28.34	29.77	31.28
Communication/Records Supervisor	30	26.31	27.64	29.04	30.51	32.06	33.68
Police Officer	33	28.34	29.77	31.28	32.86	34.52	36.27
School Resource Officer	33	28.34	29.77	31.28	32.86	34.52	36.27
Police Corporal	37	31.28	32.86	34.52	36.27	38.11	40.04
Police Sergeant	41	34.52	36.27	38.11	40.04	42.06	44.19

- ii. Effective the commencement of the first pay period that includes July 1, 2025, all unit employees shall receive a two-point five (2.5%) salary adjustment above their classification's current assigned base salary.

Effective July 1, 2025 (2.5% Increase)	Range	A	B	C	D	E	F
Community Service Officer	15	18.62	19.56	20.55	21.60	22.69	23.84
Police Office Technician	19	20.56	21.60	22.69	23.84	25.04	26.31
Police Emergency Dispatcher	25	23.84	25.04	26.31	27.64	29.04	30.51
Crime Scene Technician	27	25.04	26.31	27.64	29.04	30.51	32.06
Police Officer Reserve/Trainee	27	25.04	26.31	27.64	29.04	30.51	32.06
Communication/Records Supervisor	30	26.97	28.34	29.77	31.28	32.86	34.52
Police Officer	33	29.04	30.51	32.06	33.68	35.39	37.18
School Resource Officer	33	29.04	30.51	32.06	33.68	35.39	37.18
Police Corporal	3	32.06	33.68	35.39	37.18	39.06	41.04
Police Sergeant	41	35.39	37.18	39.06	41.04	43.12	45.30

- iii. Effective the commencement of the first pay period that includes July 1, 2026, all unit employees shall receive a (2.5%) salary adjustment above their classification's current assigned base salary.

Effective July 1, 2026 (2.5% Increase)	Range	A	B	C	D	E	F
Community Service Officer	15	19.09	20.05	21.07	22.14	23.26	24.43
Police Office Technician	19	21.07	22.14	23.26	24.43	25.67	26.97
Police Emergency Dispatcher	25	24.43	25.67	26.97	28.34	29.77	31.28
Crime Scene Technician	27	25.67	26.97	28.34	29.77	31.28	32.86
Police Officer Reserve/Trainee	27	25.67	26.97	28.34	29.77	31.28	32.86
Communication/Records Supervisor	30	27.64	29.04	30.51	32.06	33.68	35.39
Police Officer	33	29.77	31.28	32.86	34.52	36.27	38.11
School Resource Officer	33	29.77	31.28	32.86	34.52	36.27	38.11
Police Corporal	37	32.86	34.52	36.27	38.11	40.04	42.06
Police Sergeant	41	36.27	38.11	40.04	42.06	44.19	46.43

- iv. If unrestricted general fund revenues, excluding Measure O Cannabis Business Tax Revenue, Utility Users Tax Revenue (if passed in November 2024), and Transient Occupancy Tax Revenue (if passed in November 2024), each of which has been passed or placed on the ballot in an effort to replace revenue from other funding sources (ARPA and COPS) that have ended, increase by 10% or more compared to the previous fiscal year, in addition to the annual increases agreed to above, there will be an automatic 1% increase to the Cost-of-Living Adjustment (COLA) in the following fiscal year during the term of the MOU. The initial base year for revenue comparison will be the fiscal year 2023-24, as determined by the audited

financial statements. Thereafter, each potential COLA adjustment will be based on the preceding year's audited financial statements.

- 2) **Employee's Hourly Rate of Pay.** Any future fiscal year salary adjustments shall be included into each unit employee's assigned salary and shall include extra pay assignments for determining each unit employee's hourly rate of pay.
- 3) **Base Salary.** Base salary shall mean only the assigned salary to any unit classification exclusive of any other type or form of compensation.
- 4) **Extra Pay.** Extra pay shall be defined as compensation above the unit employees base salary for special assignments, differentials, and bonuses.

B. Salary Step Advancement in Rate of Compensation.

- 1) **Step Increases.** The basic salary range for all classifications shall consist of salary steps ranging from A to F. A step increase is equivalent to approximately 5%. Step increases are not automatic but are merit-based and may be granted for continued improvement and increased service value of an employee, and other pertinent factors as determined by the employee's Department Head and the City Manager. Employees receiving a median rating of "Satisfactory", "Outstanding" or "Excellent" may receive a step increase. Step increases shall be made only upon the recommendation of the Department Head concerned, approval of the City Manager, and only where the City budget allows for compensation increases.

Nothing herein prohibits the granting of a step increase to an employee at any time, or Management's ability to hire at whatever step is appropriate. No step increase shall be made so as to exceed any maximum rate established in the Classification and Compensation Plan for the class to which the employee's position is assigned.

- i. **Salary Step A.** May be paid at initial employment and may be paid after six months of employment in ranges having an entry-level step, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon recommendation of the Department Head, approval of the City Manager, and only where the City budget allows for compensation increases.
- ii. **Salary Step B.** May be paid after six months or after one year at Salary Step A, in ranges having an entry level step where the employee has demonstrated satisfactory job progress, and normally increasing productivity and upon recommendation of the Department Head, approval of the City Manager, and only where the City budget allows for compensation increases.
- iii. **Salary Step C.** May be paid upon completion of one year of employment in Salary Step B where the employee has demonstrated satisfactory job

progress and productivity and upon recommendation of the Department Head, approval of the City Manager, and only where the City budget allows for compensation increases.

iv. **Salary Step D.** May be paid upon completion of one year of employment in Salary Step C where the employee has demonstrated satisfactory job progress and productivity and upon recommendation of the Department Head, approval of the City Manager, and only where the City budget allows for compensation increases.

v. **Salary Step E.** May be paid upon completion of one year of employment in Salary Step D where the employee has demonstrated satisfactory job progress and productivity and upon the recommendation of the Department Head, approval of the City Manager, and only where the City budget allows for compensation increases.

vi. **Salary Step F.** May be paid upon completion of one year of employment in Salary Step E where the employee has demonstrated satisfactory job progress and productivity and upon the recommendation of the Department Head, approval of the City Manager, and only where the City budget allows for compensation increases.

- 2) **Performance Evaluation.** Performance evaluations for non-probationary employees will be completed every twelve months. Information contained in any counseling's may be used in the completion of the annual performance evaluation.
- 3) **Unacceptable Evaluation.** A unit employee who receives an evaluation that is "unacceptable" shall not have the ability to be advanced to the next salary step until they receive an evaluation that is "Satisfactory" or above. Unit employees so affected shall be re-evaluated at six (6) month increments. In such a scenario, one year after the Unit employee receives a "Satisfactory" or above evaluation, the Unit employee shall be entitled to receive the normal and customary performance evaluation that may result in another step increase.
- 4) **Special Salary Adjustments.** Department Head may recommend to raise a regular employee to a higher range than their base range in recognition of meritorious service, advanced education beyond the requirements of the position they hold, and other extraordinary attributes related to their public service. Such increased compensation is subject to the approval of the City Manager and the availability of budgeted monies.
- 5) **City Manager Discretion.** In any case where rigid adherence to the foregoing principles related to salary adjustment would cause a manifest injustice, the City Manager, on the recommendation of the Department Head, may make such order relating thereto as in its discretion is proper.

- 6) Effective Date of Step Increases and Extra Compensation.** Subject to paragraph 3 of this section, all step increases, and extra compensation shall be made effective on the anniversary of your hire or rank date.

- C. Out Of Class Pay.** To be eligible for the additional compensation, the employee must first work an entire, complete, full work shift for 10 consecutive workdays in the higher class within any 30-day period. Once this qualification is satisfied, no additional requalification will be required.

Temporary assignments out of class shall be recorded only in full-shift units. An employee working out of class for less than one full shift will not be credited with working out of class service time. To qualify for out of class pay, an employee must be assuming substantially the full range of duties and responsibilities of the higher-level position. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class.

An employee who has qualified under these provisions will be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class after 10 days have been completed. In the event of overlapping salary ranges, a one-step differential shall be paid for out of class assignments. The higher rate of pay shall be used in computing overtime when authorized overtime is served in a non-exempt, out of class work assignment. The overtime rate shall be the rate established by the overtime regulations that apply to the higher class.

Time worked in an out-of-class assignment shall not earn credits toward seniority or the completion of probationary requirements in the higher class and does not change the employee's FLSA exemption.

- D. Acting Pay.** Employees who are assigned to and actually perform the duties of a position with a higher salary classification than that in which they are regularly employed will receive the compensation specified for the position to which they are assigned, if performing the duties thereof for a period of fifteen (15) or more consecutive workdays.

The increased compensation will be at such step within the higher class as will accord such employee an increase of at least five percent (5%) over his or her current regular compensation.

Time worked in an acting position shall not earn credits toward seniority or the completion of probationary requirements in the higher class and does not change the employee's FLSA exemption.

- E. Educational Incentive.** The City shall provide an incentive to obtain a level of education beyond that of high school graduation provided the course of study is in a job-related subject. Eligible employees designated by the City will receive the following monthly stipends. The stipend will be paid on the first paycheck of the month. Compensation is as follows:

1. An employee with a bachelor's degree shall be compensated \$ 100.00 per month, paid on a biweekly basis.
2. An employee with a master's degree shall be compensated \$ 150.00 per month, paid on a biweekly basis. Employees are only eligible to receive only one of these incentives, i.e. they are not stackable.

F. POST Incentive Pay. The City will grant all eligible unit members who possess the following certificates an Intermediate, Advanced Certificate from the Commission of Peace Officers and Standards Training (POST) of the State of California as follows:

1. **Intermediate Certificate.** Police officers who possess an Intermediate POST Certificate will receive the stipend of \$ 100.00 per month, paid on a biweekly basis.
2. **Advanced Certificate.** Police officers who possess an Advanced POST Certificate will receive the stipend of \$ 150.00 per month, paid on a biweekly basis. Public safety officers receiving the Advanced POST Certificate pay will not receive the Intermediate POST Certificate pay.
3. **Supervisory Certificate.** Police Sergeants who possess a Supervisory POST Certificate will receive the stipend of \$200.00 per month, paid on a biweekly basis. Public safety officers receiving the Supervisory POST Certificate pay will not receive the Advanced POST Certificate pay.
4. **Limitation.** Employees are only eligible to receive only one of these incentives, i.e. they are not stackable.

G. Bilingual Pay. Employees who are designated by the City to use bilingual interpreting skills will receive a bilingual stipend of \$100.00 per month, paid on a biweekly basis. Designated employees will be required to pass a written and oral test approved by the City in order to receive the stipend. The Chief has the ability to remove positions as being bilingual due to operational necessity. Such decisions will not be considered disciplinary or punitive and is not subject to appeal.

H. POST Training Per Diem. When a member of the McFarland Management Officers Association is required to attend training and or meetings out of town the City agrees to follow U.S. General Services Administration guidelines for meals and incidental expenses.

I. Special Assignment Pay.

1. **Field Training Officer ("FTO") \$ 75.00 per month, paid on a biweekly basis.** The FTO will be designated by the Police Chief. The FTO must successfully pass testing including passing an oral examination by a review board. The FTO position requires two years of experience. To be eligible for the stipend, the FTO must train

officers for a minimum of seven days in each month.

2. **K-9 Officer** . When a K-9 position is available, officers will be able to apply for the position by taking a test and passing an oral review board. The K-9 position requires the assigned officer to take responsibility for the K-9 dog at all times. The Officer must live within a 40-mile driving radius of the city so they can respond in a timely manner if called to do so when not on a scheduled duty shift. The officer must also bathe, feed, and house the dog in a kennel area at their residence. The officer and the dog attend training for liability and continued/consistent training reasons.

Employees who are regularly assigned responsibility or canine handling and care shall receive three and a half (3.5) hours per week paid at the premium rate equal to time and one half (1.5) of the employee's base hourly rate. This is considered compensation for hours worked under the FLSA for the time spent at his/her residence in caring for the dog during regular work days, days off, and during vacation, holiday, sick leave, etc. Those unit members assigned to canine duty agree that the above additional hours provided each week are reasonably necessary to provide for the care and maintenance of the assigned canine and that these additional "hours worked" are intended to compensate unit members assigned to canine duty for all off duty hours spent caring for and maintaining their assigned canine, in compliance with the FLSA and interpretive cases and rulings. The assigned K9 handler shall receive this "Canine Premium Pay" regardless of their leave status. Employees assigned as canine handlers will be compensated for travel time to and from, as well as actual time spent, attending canine training with the Department's approved trainer at the premium rate equal to time and one half (1.5) of the employee's base hourly rate if the training falls on the canine handler's normal days off.

J. Shift Differential.

1. **Graveyard Differential.** All employees working the graveyard shift (Defined as any shift that occurs from 1800 hours to 0600 hours) will be paid a shift differential of 2% of the employee's regular rate of pay.
2. **Weekend Differential.** All employees working the weekend shift (Defined as any shift that begins on Friday at 1800 hours and ending Monday at 0600 hours) will be paid a shift differential of 2% of the employee's regular rate of pay.

These differentials cannot be stacked onto one another. For example, an employee working a shift that qualifies for both the graveyard and weekend differentials will receive a maximum differential of 2%.

- K. **Limitations On Assignments.** Assignments to extra pay positions are special assignments, not a separate classification, and do not have Civil Service status and are not subject to Civil Service selection procedures, appeals, or seniority. Assignments are not a property right and may be revoked by Police Management at any time for job-related

reasons or operational necessity.

Unit employees assigned to extra pay positions may be transferred in accordance with normal department practices and/or operational needs for non-disciplinary and/or non-punitive reasons; if such a transfer occurs, the unit employee shall not be entitled to an administrative appeal. It is agreed that the loss of compensation associated with the above referenced transfers/removals shall not be considered punitive nor entitle a member to receive an administrative appeal pursuant to Government Code section 3304 or *White v. County of Sacramento* (1976) 31 Cal.3d 676, unless the removal is imposed for disciplinary or punitive purposes.

L. Uniform Allowance and Issued Uniform Equipment.

- 1. Purpose.** The purpose of uniform cleaning and replacement allowance is to provide funds for the future purchase, replacement, and cleaning of uniforms and clothing.

Additionally, the funds are provided to compensate for all time expended in cleaning and maintaining the required uniform equipment in proper order.

- 2. Uniform Cleaning and Replacement Allowance.**

- i. Sworn Employees.** Sworn unit employees shall receive a uniform cleaning and replacement allowance of one thousand two hundred dollars (\$1,200.00) per year. The allowance is payable as in two (2) equal payments of six hundred dollars (\$600.00) paid in the first full pay period in January and the first full pay period in July.
- ii. Non-Sworn Employees.** Non-sworn unit employees shall receive a uniform cleaning and replacement allowance of four hundred and fifty dollars (\$450.00) per year. The allowance is payable as in two (2) equal payments of six hundred dollars (\$225.00) paid in the first full pay period in January and the first full pay period in July.

Unit employees, except employees on Injured On Duty status, who have been on an unpaid leave of absence, Administrative Leave, or extended medical leave for any reason from active service for any time in excess of forty-two (42) calendar days shall stop receiving the uniform and cleaning allowance until such time as the unit employee returns to work on a paid status.

- 3. Uniform Clothing and Equipment Allowance in Lieu of Issue - Police Officer.**

- i. Police Officer Recruits – One-Time Allowance.** New unit employees in the classification of Police Officer Recruit shall receive the first two (2) sets of uniforms and all equipment issued to them.

ii. **Police Officer - Lateral Entry One Time Allowance.** Immediately upon taking oath of office as a Police Officer for the City, lateral entry unit employees shall receive the first two (2) sets of uniforms and all equipment issued to them.

iii. **Limitations.** All unit employees who resign from their position and later are reinstated shall not be recognized as a new hire and shall not be eligible for equipment allowance.

4. **Purchase – Specifications.** Uniform equipment purchases allowances meet legal requirements and shall be in lieu of the City supplying such items.

Uniform equipment and uniform clothing items purchased by unit employees shall meet specifications as set forth in the McFarland Police Policy Manual.

5. **Uniform Equipment - Repair and Replacement.**

i. **Repair and Replacement.** The City shall replace or repair uniform equipment as necessary, according to department discretion and specifications once such items have been deemed no longer serviceable due to wear or damage.

Should the City choose to issue a voucher for the damaged item, such voucher shall be for an amount permitting the repairs or replacement of equipment meeting the minimum division standards regardless of the type, make, model or modifications of the item.

Upon the City's replacement or issuance of a voucher, the damaged equipment shall be turned in to the City except equipment which is repaired pursuant to approval by Police Administration.

ii. **Uniform Equipment List.** The following is the uniform equipment that the City will replace or repair:

1. Ammunition
2. Handcuff Case (two)
3. Ammunition Pouch
4. Taser and holster
5. Baton
6. Baton ring

7. Holster
8. Radio Holder
9. Gun Mounted Light
10. Keeper Straps (4)
11. Flashlight Batteries/bulbs For Gun Mounted Light
12. O.C. (Pepper Spray Holder - Leather)
13. Key Ring/Leather
14. Gas Mask
15. Accumold Belt
16. Handcuffs
17. Service Weapon (4 magazines)
18. Ballistic Helmet
19. Level IIIA, or above, bullet proof vests and tactical outer carrier to employees requiring such protection.
 - a. Bullet proof vests shall be replaced in accordance with manufacturer's recommendations, typically five (5) years.
 - b. Tactical outer carrier shall be replaced every four (4) years.
20. K-9 Bite Suit (1 per handler)
21. Rain Jacket
22. Any additional protective equipment in compliance with the Occupational Safety and Health Administration (OSHA) requirements

- iii. **Clothing Repair and Replacement.** The City shall reimburse the cost in excess of ten dollars (\$10.00) per incident for repairing the uniform, glasses, or clothing (exclusive of equipment defined as Uniform Equipment above) of any unit employee damaged in the course of their employment or for replacing the same upon certification of the Police Chief to the City Manager that it cannot be reasonably repaired. The City Manager shall determine such cost and whether such damage was sustained within the course of employment.

In considering the cost amount to be given unit employee for replacement, the City Manager shall determine the use and extent of wear of the damaged items.

- iv. Return of Equipment.** Upon separation from the City, unit members shall return all assigned equipment (see equipment listed in Article 15, Section L, Subsection 5ii).

M. Take Home Vehicle Program. A take home vehicle program shall be established in accordance with Department policy 703 for Police Officers, Police Corporals and Police Sergeants. Employees must reside within a 40-mile radius from the McFarland Police Department. Members who reside outside the City of McFarland may be required to secure the vehicle at a designated location or the Department at the discretion of the Chief of Police.

Unit employees shall operate in this program in accordance with the McFarland Police Policy that outlines certain standards, including, but not limited to, how the vehicle shall be used, where it shall be parked when the member is not on-duty, vehicle maintenance responsibilities and member enforcement actions.

Unit employees are cautioned that under federal and local tax rules, personal use of a City vehicle may create an income tax liability for the member. Questions regarding tax rules should be directed to the member's tax adviser.

It is mutually understood and agreed that this program is not a property right and may be revoked by Police Management at any time for job-related reasons, good cause or operational necessity. The City Manager or Department Head may suspend or revoke any employees take home vehicle privilege as part of disciplinary action for that employee or in circumstances specific to that employee that, in the City's determination, present a significant additional risk to the City's property or liability exposure. Absences in excess of fourteen (14) consecutive calendar days, for any reason, will extend this period on a day-by-day basis for each calendar day beyond the initial 14 days of absence.

ARTICLE 16

HEALTH AND ANCILLARY BENEFITS

The City provides a medical insurance plan, a dental insurance plan, and a vision insurance plan for eligible employees and their dependents. Employees may be required to contribute to the cost of these benefits. The City also provides an option of a cash-in-lieu of Health Benefits policy which allows eligible employees who have alternative group health coverage to opt out of the City's health benefits in exchange for taxable cash payment. Part-time and temporary employees are not entitled to health insurance benefits or the cash in lieu of health benefits option. Details about medical, dental and vision insurance coverage offered by the City are available in a separate publication distributed by the City Manager or his/her designee. The City retains the

right to change the City-wide medical plan. The City agrees to provide advance notice to the POA if it decides to change the City-wide medical plan.

- A. Medical Benefit Plan.** The City offers benefits through its benefits brokers: Available plans are Anthem and Kaiser Coverage is available for Full-time Employee and eligible dependents the first of the month following thirty days of full-time employment.
- B. Dental Benefit Plan.** The City offers Metlife coverage for full-time employees and eligible dependents upon full day of full-time employment.
- C. Vision Benefit Plan.** The City offers Metlife coverage for full-time employees and eligible dependents on the first of the month following thirty days of full-time employment.
- D. Deferred Compensation.** The City provides a deferred compensation plan with John Hancock as the Plan Administrator. Employees may defer voluntarily retirement contributions up to the maximum allowed by federal law.
- E. Employee Assistance Program.** The City provides an Employee Assistance Program at no cost to Association members.
- F. Death Benefit.** In the event that an Association member covered by this agreement is killed, not by a disease but by an injury occurring in the line of duty, that is, which injury is job connected, then the City shall pay a death benefit in the amount of fifty thousand (\$50,000.00). No benefit will be payable to an Association member who, at the time of death, was engaged in willful and wanton misconduct, as defined by the City.

The payment shall be made to the beneficiary designated under the City's 401K Plan. If there is no such beneficiary, the payment will be made to the estate of the deceased. This benefit shall not be reduced by other benefits received in this event.

In the event that an Association member covered by this Agreement is killed under the conditions specified above, and the City awards the death benefit as specified above, then the City shall also pay the sum of five thousand dollars (\$5,000.00) towards funeral and related expenses. This benefit shall be made to the beneficiary who receives the death benefit as specified above, or to the estate of the deceased if there is no such beneficiary. In the event that no death benefit is paid, neither shall this benefit be paid. This benefit shall not be reduced by other benefits received in this event.

In the event of a dispute regarding the dispensation of these benefits between City and Association upon an actual death of this nature, the City agrees to meet and confer with the Association. However, the City retains the right to make a final decision regarding these benefits.

G. Retirement Benefits.

- 1) **401(K) Plan.** Subject to terms of the City's retirement plan, the City offers retirement benefits to employees. All regular employees are eligible to participate after completing 12 months of employment with the City. Generally, the City will contribute 10% of the employee's base pay to their 401(k) retirement plan, which is subject to a vesting schedule under the City's plan.

i. **Current Vesting Schedule.** Employee will be fully vested after 3 years as follows:

- Year 1 anniversary of employment – 33%
- Year 2 anniversary of employment – 66%
- Year 3 anniversary of employment – 100%

H. **Social Security.** The City participates in the federal Social Security retirement program in addition to the above stated retirement program. All unit employees pay their full required employee contribution.

I. **Education Reimbursement.**

- 1) **Eligibility.** When in the opinion of the City Manager a course to be taken by the employee will specifically benefit the City, the employee shall be eligible for reimbursement of one half (1/2) costs for tuition, registration fees, required textbook, supplies, and other educational expenses incurred in connection with the enrollment in an accredited institution, upon (1) execution of a Reimbursement Agreement, and (2) written proof of a grade of at least a "C" indicating successful completion, and/or a grade of "PASS" in a pass or fail graded course. A copy of reports showing grades, receipts for course registration, and/or other directly related expenses shall be given to the City Manager for reimbursement.
- 2) **Limitations.** Tuition shall be reimbursed up to the maximum amount set by the City Council per fiscal year and limited to the attainment of either a bachelor's degree or 126 semester hours total during employment.
- 3) **Reimbursement Agreement.** If a represented employee shall leave City employ within one year of the end of the class, then the employee must agree, as a condition precedent to the reimbursement to pay back the City for the reimbursement paid to the employee for the class, including any associated fees, costs, etc. The employee must obtain in writing pre-approval of the reimbursable class and shall have six months from the date of posting of the class grade to submit the reimbursement request and supporting expense paperwork, or the right to such reimbursement hereunder shall be deemed waived.

J. **Retirees Benefits – Flat Badge Upon Honorable Retirement.** Except as otherwise provided under Penal Code section 26305, upon retirement and issuance of a carry

concealed weapons (CCW) endorsed identification card (both CA CCW and 18 U.S.C 926C), Association members may be given a flat badge and/or their duty badge at the City's expense.

Option to Purchase of Service Weapon. Upon retirement or honorable resignation after 10 years of service, each sworn employee shall be given the opportunity to purchase their service weapon for \$1.00.

K. Misuse of Benefits. The Association acknowledges that misuse of benefits is inappropriate and may subject the unit employee to disciplinary action up to and including termination.

ARTICLE 17

LEAVES OF ABSENCE

A. Leave Use Hour Values. All leave day deductions for holidays, vacations, sick leave, and other leave benefits shall conform to the unit employee's work schedule assignment at the time the leave was taken. Leave day deductions for various work schedules are stated as follows:

B.

Work Schedule	Leave Hours Deducted Per Day
8-hour	8 hours per day
9/80	9 hours per day or 8 hours per day, depending on what day was scheduled to be worked
10	10 hours per day
12	12 hours per day

C. Vacation.

1) Accrual Rates. Regular full-time employees accrue paid vacation leave in accordance with the following policy:

- i. Fewer than 6 months:** No accrual;
- ii. 6-12 months:** 5 days (or one times the number of hours in the basic workweek if less than 40 hours per week);
- iii. 12 months – 4 years:** 10 days per year (or two times the number of hours in the basic workweek if less than 40 hours per week);
- iv. 5 – 9 years:** 15 days per year (or three times the number of hours in the basic workweek if less than 40 hours per week); and
- v. 10 years+:** 20 days per year (or four times the number of hours in the basic workweek if less than 40 hours per week).
- vi. Limitation on Accrual Start.** Vacation time accrues from the first day

following an employee's completion of 6 months of employment at biweekly rates consistent with the above schedule.

- 2) **Accrual Caps.** The City encourages employees to take vacation annually. Vacation time may not exceed the following maximum amounts:

- i. **12 months – 4 years' Service:** 15 working days (120 hours)
- ii. **5 – 9 years' Service:** 22.5 working days (180 hours)
- iii. **10+ years' Service:** 30 working days (240 hours)

3) **Limitations.**

- i. The City does not grant retroactive vacation for any period of time during which the employee's vacation time reached the maximum accrual allowed. Each employee has a responsibility to keep track of his/her accrued vacation time.
- ii. No vacation shall be credited for a bi-weekly period in which the unit employee has been on a leave of absence without pay, including disciplinary suspensions without pay during the entire pay period.
- iii. Vacation leave may be taken in increments of one (1) hour or more as approved by Police Management.
- iv. Unit employees working any schedule, including other than a regular forty (40) hour schedule, shall be subject to the exact same vacation policy as all other unit employees.
- v. Vacation leave balance shall be the unit employee's responsibility to monitor. Any employee using vacation leave in excess of the employee's accrued leave shall be required to utilize floating holiday leave, compensatory time or unpaid leave of absence to cover excessive vacation leave taken.
- vi. Employees will not be entitled to take vacation until they have been employed with the City for six (6) full months.

- 4) **Vacation Scheduling - Plan.** An employee may take his/her annual vacation leave at any time during the year, contingent upon determination by the Police Chief that such absence will not materially affect the department. Each employee must consider the needs of the service when requesting annual vacation leave. When a family emergency arises which necessitates the use of vacation time, an employee shall provide as much advance notice as possible considering the particular circumstances.

Any employee desiring to take time off should make the request to the proper supervisor at least fourteen (14) calendar days in advance. Time off includes Vacation and Personal Business Time.

In the scheduling of vacation time for unit employees, preference for vacation periods shall be granted in the following order:

- i. Rank
- ii. Department Seniority

Nothing in this agreement shall prohibit the Police Chief from temporarily suspending provisions of this section whenever, in his opinion, the availability of staffing resources requires such a suspension.

- 5) **Vacation Cash-Out at Termination.** Any unit employee who has completed at least one year of service with the City prior to termination shall be paid at the base hourly rate then being received for the vacation to which the employee would otherwise be entitled and for vacation leave hours earned by reason of months worked in the current calendar year provided said vacation leave hours have not been taken at or prior to the date of separation.

D. Sick Leave. Sick leave is a benefit that the City provides to provide a cushion for incapacitation due to illness. It is intended to be used only when actually required to recover from illness or injury; sick leave is not for “personal” absences. Time off for medical and dental appointments will be treated as sick leave. In addition, the first three (3) days or 24 hours of sick leave provided in a 12-month period may be used for purposes in accordance with the California Paid Sick Leave law (“AB 1522”) as provided in this policy. The City will not allow abuse or misuse of an employee’s sick leave privilege.

- 1) **Accrual and Use.** Every full-time, regular and probationary employee shall accrue sick leave time at the rate of 8 hours per month. An employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor’s appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable. An employee who uses paid sick leave must do so with a minimum increment of two hours of sick leave.
- 2) **Maximum Accrual.** Sick leave shall accrue to a maximum of nine hundred and sixty (960) hours. An employee having accumulated the maximum 960 hours who has not used any sick leave during the preceding six months shall receive eight hours off work with pay; this leave shall be known as “unused sick leave bonus leave.” The City does not pay employees in lieu of unused sick leave upon termination and does not allow employees to “cash out” sick leave.

- 3) Evidence of Illness.** If an employee is absent longer than three (3) days due to illness, the Personnel Officer may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for an employee's absence during the time for which sick leave is requested. Where there is a reasonable belief that the employee is not ill or is misusing sick leave, the Personnel Officer has the discretion to also require such evidence of the need for sick leave from the employee. The City may withhold sick pay if it suspects that sick leave has been misused.
- 4) Sick Leave and Temporary Disability.** A City employee who is entitled to temporary disability indemnity under the State Labor Code may elect to take that number of hours or portions of hours of his/her accumulated sick leave, or his/her accumulated vacation, as when added to the disability indemnity will result in a payment to the employee of his/her full salary. When accumulated sick leave, or vacation, or both, are exhausted, the employee is still entitled to receive disability indemnity.
- 5) Department Notification - Absent from Duty.**
- i.** Unit employees who will be absent from duty due to non-job related illness or injury shall make every attempt to notify their supervisor or Watch Commander daily of this fact, or other reasons for the absence, and no less than two (2) hours before the beginning of their scheduled duty assignment, and no less than two (2) hours before their scheduled duty shift when returning from such leave.
 - ii.** Police Management shall exempt unit employees from these requirements providing the unit employee:
 - a.** Has an industrial disability which has been determined to be permanent and stationary by a licensed medical physician and prohibits return to duty; or
 - b.** Is absent due to non-job related illness or injury and is not utilizing sick leave benefits; or
 - c.** Other arrangements, locations, or conditions have been authorized by Police Management.
- 6) Penalty for Sick Leave Abuse.** When, in the judgment of the Personnel Officer, the employee's reasons for being absent because of alleged sickness are inadequate, he/she shall indicate on the payroll time report that the absence was without leave and without pay. In addition, the Personnel Officer may impose such disciplinary action as in his/her discretion seems warranted, following procedures set forth in this Handbook.

7) Family Care Leave - Utilizing Sick Leave.

- i. Definition.** Family care leave shall be defined as whenever the unit employee's presence with Immediate Family is needed because of illness or medical condition with their spouse or family. An employee may use accrued sick leave in any calendar year for a medical emergency due to illness or accident of a member of the immediate family. Pursuant to the law, an employee may use up to one-half of his/her annual allotment of accrued sick leave for such care.
 - ii. Integrated Sick Leave Payments – Sick Leave with Pay.** In the event Worker's Compensation payments or State Disability payments are received by an employee, the City will issue a check out of the employee's sick leave bank to make the difference between the compensation payment and the employee's regular weekly earnings. Sick leave deductions from the employee's sick leave bank shall not exceed the amount to make up the difference between compensation payments and the employee's regular check, nor the amount of accrued sick leave.
 - iii. Family.** Immediate Family is defined as: the mother, the father, grandparents or a grandchild of the employee, or the spouse of the employee; son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee; or any relative living in the immediate household of the employee.
- 8) Sick Leave Balance Printed on Paycheck Stub.** Unit employees' sick leave balances shall be printed on their paycheck stubs. If an employee is out on an extended leave of absence (unpaid or paid leave), the City will mail the employee's printed Paycheck Stub to their home residence.

E. Workers' Compensation.

- 1)** Unit Employees compelled to be absent from duty because of injury or illness arising out of and in the course of employment shall receive a paid leave of absence at full pay for up to one year as provided in Section 4850 of the Labor Code ("4850 benefits"). The employee may not receive 4850 benefits concurrently with sick leave or any other form of paid time off.
- 2)** If the employee continues to be unable to work after the employee's 4850 benefits have been exhausted and the employee has not been retired, the employee will receive workers' compensation temporary disability payments (or, if appropriate, vocational rehabilitation maintenance allowance payments) as provided in the Labor Code. To the extent these benefits are less than the employee's *full* regular pay, the employee shall supplement them by using all accrued paid leave, including, but not limited to, sick leave, vacation, holiday and/or compensatory time to reach the amount equal to the employee's full regular pay until the employee's leave

balances reach zero, at which time the employee would commence an unpaid leave of absence, in accordance with the Unpaid Leave of Absence section of this Memorandum and applicable City personnel rules.

F. Temporary Disability.

- 1) If entitled to receive temporary disability indemnity under Division 4 of the California Labor Code, a Police Officer employee may elect to take as much of the accumulated sick leave, or the accumulated vacation after the accumulated sick leave becomes exhausted, as when added to the temporary disability indemnity will result in a payment equal to full salary.
- 2) This full salary shall not exceed the employee's base earnings that were in effect as of the date of illness or injury.

G. Bereavement Leave. Employees are eligible for bereavement leave after serving six months of full- time employment with the City.

- 1) Leave with Pay – Immediate Family Members Whenever any employee is compelled to be absent from duty by reason of the death of an immediate family member of the employee, such person shall be entitled to a maximum of three (3) non-consecutive scheduled workdays off with pay, as to each such instance of death or critical illness. For this section, “immediate family member” shall mean the employee’s current spouse, registered domestic partner, child, parent, grandparent, brother or sister. For good cause shown, the employee’s supervisor may approve additional unpaid time off. If the employee has vacation time available, he/she may use such time for additional bereavement days off
- 2) Leave without Pay – Other Family Members Whenever any employee is compelled to be absent from duty by reason of the death the employee’s legal guardian, grandchild, mother-in-law, father-in-law, sister-in-law, son-in-law or daughter-in-law, such person shall be entitled to a maximum of two (2) non-consecutive scheduled workdays off without pay, as to each such instance of death. For good cause shown, the employee’s supervisor may approve additional unpaid time off. If the employee has vacation time available, he/she may use such time for additional bereavement days off.

H. Military Leave. Military leave shall be granted according to the provisions of State and Federal law. Employees shall give the Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken. Upon receiving notice that the employee is being discharged from military service and is seeking to return to work, the City shall have the right to conduct a background investigation and physical examination to include psychological examination for any Unit employee on military leave for 365 days or more to determine whether the employee is fit for duty.

I. Recognized Holidays. The following holidays shall be observed by the City with respect

to all employees of the City, except shift employees of the Police Department:

January 1 – New Year’s Day
Martin Luther King Jr’s Birthday
Presidents’ Day
Memorial Day
July 4th – Independence Day
Labor Day
Veteran’s Day
Thanksgiving Day
Day after Thanksgiving Day
December 24 – Christmas Eve
December 25 – Christmas Day
December 31 – New Year’s Eve

- 1) **Weekend Holiday.** When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, the City may close on another day. Holiday observance will be announced in advance.
- 2) **Monday Holiday.** The Monday immediately following any designated holiday that falls on a Sunday shall be deemed to be a holiday.
- 3) **Eligibility.** Each employee’s eligibility for holiday pay begins on the first day of employment. To be eligible for holiday pay, you must work your regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your supervisor and the employee is using paid leave for the absence. Employees on 9/80 schedules will be paid for holidays as described in the section on Alternate Work Schedules. Part-time and temporary employees are not entitled to holiday pay.
- 4) **Compensation.**
 - i. **Scheduled Work Day.** Any employee whose regularly scheduled work day falls on a scheduled City holiday as aforementioned and who is required to work on that day because such position requires scheduled staffing without regard to holidays, shall be compensated at the base rate of pay for the hours during the holiday, and then in addition “Holiday Pay” for the hours worked calculated at the base rate of pay plus the hourly equivalent of any special compensation (Education Incentive, Bilingual, Longevity, POST,) times 1.5.
 - ii. **Scheduled Day Off.** In the event that the holiday falls on the employee’s regularly scheduled day off, the employee shall receive compensation for the holiday, the hours depending on their schedule, at the base rate of pay.

iii. **Holiday Overtime.** Those employees already working in overtime status on a scheduled city holiday shall be compensated at the overtime pay rate for the hours worked and then paid an additional 1.5 times the regular rate of pay as Holiday Pay.

iv. **Use of Sick Day.** An employee whose regularly scheduled workday or work shift falls on a holiday and who calls in sick on that holiday, or a part thereof, shall receive straight-time sick pay for those hours scheduled to work but not actually worked due to illness.

5) **Christmas or New Year's Eve Holiday Time Off.** Unit employees shall be authorized Christmas or New Year's holiday time off when scheduling permits as determined by Police Management on the basis of seniority.

These holidays shall be the only holidays in which seniority shall be used to determine holiday preference.

Seniority shall be utilized only within the team or detail to which the unit employee is assigned.

The senior unit employee shall be defined as the unit employee within a given rank having the greatest number of days of continuous employment as a sworn member with the City of McFarland Police Department.

Unit employees of higher rank shall have first choice in selecting holidays off.

Employees scheduled to work on a holiday who desire the day off will request time off and utilize paid leave.

6) **Vacation Schedule Priority.** Vacation schedules shall have priority over holiday selections.

J. **Personal Day Off.** Employees will be paid out any unused accrued personal day off at the time of separation of employment.

In addition to holidays and vacation time off, the City grants each full-time employee one personal paid day off work each fiscal year. Newly hired employees must work at least six months in the fiscal year before becoming eligible for the personal day off. The personal day will consist of one regularly-scheduled work day.

The personal day off must be requested in advance and approved by the Department Head. The personal day off must be taken as a single, full day off and cannot be broken up into increments. Personal days off for Department Heads must be approved by the City Manager his/her designee. If an employee does not use the personal day off during the fiscal year, it will not be carried over into the subsequent fiscal year.

Employees who work on shift basis and employee observes personal day off will receive the same number of paid hours the employee would have received for the regularly scheduled workday. For example, if the shift employee observes the personal day off on a Wednesday when the employee is scheduled to work (12) hours, the employee will receive twelve (12) hours of personal day off pay.

Employees working on a 9/80 schedule will be compensated and will receive the same number of paid hours the employee would have received for the regularly scheduled work day. For example, if the personal day off is observed on a Tuesday when the employee is scheduled to work nine (9) hours, the employee will receive nine (9) hours of personal day off pay. If the personal day off is observed on a Friday, the employee will receive (8) hours of personal day off pay.

K. Jury Duty.

- 1) Notification / Summoned.** Any unit employee who is summoned to serve on jury duty shall immediately notify their supervisor and provide written evidence of notice or of summons. If summoned to jury duty, the employee shall receive their regular salary limited to ten (10) consecutive working days annually.
- 2) Jury Duty Accommodation.** When requested by Police Management, unit employees will request that the Jury Commissioner modify their jury duty, including but not limited to, requests for postponement, to be excused, or to have ten days consecutive jury duty. Police Management may assist the employee with such requests, including the submission of supporting letters.
- 3) Jury Duty Call-In.** Unit employees participating in the juror telephone call-in system shall immediately notify their supervisor or watch commander of their next-day jury duty obligation when known and make appropriate mutually agreed to work schedule changes.
- 4) Jury Duty Stand-By.** Unit employees placed on jury duty stand-by will immediately notify their supervisor or watch commander of stand-by status so accommodation can be made.
- 5) Jury Duty Shift Conflict.**
 - i.** A unit employee assigned to jury duty which consists of hours that are included during their normal tour of duty shall immediately return to work upon their release from jury duty.
 - ii.** A unit employee performing jury duty during hours other than their normal tour of duty shall consider the following jury duty to be their complete tour of duty for that particular day:
 - a.** 8-hour or 9/80 work schedule: 6 hours
 - b.** 10-hour work schedule: 7 hours

c. 12-hour work schedule: 8 hours

iii. However, if the jury time is less than the times described above, then the unit employee shall report to the on-duty watch commander for completion of a normal tour of duty.

6) **Jury Duty Documentation.** The hours as a jury member need to be documented by the jury coordinator and submitted each day by the unit employee when they return to work to their supervisor or watch commander. This shall accompany a completed City Request for Leave Form.

L. Other Leaves – Without Pay.

- 1) **Leave of Absence Without Pay - Up to Seven (7) Days.** Police Management may grant a leave of absence without pay to unit employees for periods up to seven (7) calendar days in any month.
- 2) **Leave of Absence Without Pay - Excess of Seven (7) Days.** Police Management may grant leaves of absence without pay to unit employees in excess of seven (7) calendar days in any month, with the approval of City Manager
- 3) **Leave of Absence Without Pay - Early Return.** Any unit employee granted a leave of absence without pay may, with the approval of Police Management and the City Manager, return to duty prior to the time fixed for the expiration of such leave.
- 4) **Leave of Absence - Excess of Six (6) Months.** Any unit employee returning to work from any leave of absence in excess of six (6) months shall not be permitted to return to work until completing a physical examination and being released by the City Medical Examiner and the Human Resources Department, Workers' Compensation Section, to return to work.
- 5) **Limitations.** Unit employees shall first utilize all of their accrued vacation, holiday, and compensatory time before a leave of absence without pay is granted, except as approved by Police Management.

ARTICLE 18 **WORKING CONDITIONS**

A. Employee Driver's License Requirements.

- 1) **Driver's License Requirements.** Unit employees who are in a classification which requires the possession and maintenance of a valid California driver's license and/or are required to drive a vehicle for the City are required to inform their division management of any restrictions, suspensions or revocation of their said driver's license.

- 2) **Vehicle Code Violations.** Any unit employee shall be required, when convicted or pleads no contest of driving under the influence of alcohol or drugs to meet at least once with the City's employees' assistance counselor for substance abuse counseling.
- 3) **Consequence of Non-Compliance.** Failure by unit employees to comply with any of the provisions set forth in this Section shall be grounds for disciplinary action up to and including removal from employment with the City.

B. Employee Fitness / Wellness Program.

- 1) **Fitness / Wellness Programs.** During the term of this Agreement, the City may periodically employ the services of an outside vendor to provide comprehensive health and fitness services to unit employees of the MPOA. These Fitness/Wellness programs are designed to assist unit employees in developing healthy lifestyles relative to exercise, diet and overall fitness. Participation in these programs is voluntary. Any non-work time activities associated with the maintenance of employee health and fitness are voluntary and not compensated.
- 2) **Incentives.** When such programs are in place, the City sets forth the following incentives for unit employees to encourage the attainment of health and fitness improvement.

Unit employees who participate in the Fitness/Wellness program, shall be eligible to receive a health club membership. The City and Association agree to meet and jointly develop a method for the allocation of incentives under this program.

- 3) **Confidentiality.** Individual test results, information, findings and/or diagnosis obtained from medical examinations conducted pursuant to the Fitness / Wellness Program shall not be shared with or released to any City official, employee, or agent of the City, nor with any Police Department representative, with the exception of the Wellness Program Coordinator. The Wellness Program Coordinator shall not release to or share individual test results, information, findings, and/or diagnosis obtained from medical examinations conducted pursuant to the Wellness Program in any form with any City official, employee, or agent of the City, nor with any Police Department representative.

The health care provider conducting the examinations shall ensure that the test results, information, findings, and/or diagnosis obtained from medical examinations shall not be released to or shared with any third party, including any insurance carrier, insurance holding company, investigative agencies and/or parties for any insurance carrier, insurance holding company, or insurance association. The Wellness Program Coordinator shall also be prohibited from releasing to or sharing the test results, information, findings, and/or diagnosis obtained from the medical examinations with any third party, including any insurance carrier,

insurance holding company, investigative agencies and/or parties for any insurance carrier, insurance holding company, or insurance association.

The health care provider conducting the examinations as contemplated herein shall execute a signed confidentiality agreement with each employee, stating and agreeing that the provider will not release to or share any test results, information, findings, and/or diagnosis to any City official, employee, Police Department representative, nor to any third party, including any insurance carrier, insurance holding company, investigative agencies and/or parties for any insurance carrier, insurance holding company, or insurance association, with the exception of the Wellness Program Coordinator. The Wellness Program Coordinator who receives these test results shall also sign a confidentiality agreement with each employee, stating and agreeing that he or she will not share with or release any test results, information, findings, and/or diagnosis to any City official, unit employee, Police Department representative, nor to any third party, including any insurance carrier, insurance holding company, investigative agencies and/or parties for any insurance carrier, insurance holding company, or insurance association.

It is understood by and between the parties that the records herein above discussed are strictly confidential and may not be used for any employment purpose. Individual test results, information, findings, and/or diagnosis may be provided to the unit employee's health care provider chosen by the employee if authorized in writing by the employee.

ARTICLE 21

OUTSIDE EMPLOYMENT AND MEDICAL LIMITATION DURING TEMPORARY/PERMANENT MODIFIED WORK PROGRAM

- A. Approval by Management.** All outside employment must be approved by Police Management pursuant to City and Police Department Rules and Regulations.
- B. Outside Employment Limitations.** During convalescence and/or modified work assignment, it shall be expressly forbidden for the unit employee to engage in any outside employment that would interfere with their convalescence.
- C. Final Decision.** The Police Chief shall make the final decision based upon stated criteria and if a peace officer's power is to be limited, the unit employee so affected shall be notified in writing.

ARTICLE 22

GENERAL PROVISIONS

- A. Meet and Confer Waiver.** The City and the Association agree that for the term of this Agreement, each party waives its rights and each party agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this Agreement except as expressly provided for in this Agreement and as to meeting and conferring over the renewal or continuation of this MOU at its expiration date

in accordance with said Employer-Employee Relations Resolutions.

B. Emergency Waiver Provisions. In the event of circumstances beyond the control of the City, including but not limited to, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, as determined by Police Management the provisions of this Memorandum of Understanding which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet with the City regarding the impact on unit employees of the suspension of these provisions in this Memorandum of Understanding.

C. Savings Clause. If any article or section of this Agreement should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any article or section, the City and the Association agree to meet and confer within 30 days.

D. City Resolutions, Ordinances, and Civil Service and Departmental Rules and Regulations.

- 1) It is understood that existing ordinances, resolution and written policies of the City cover matters pertaining to employer-employee relations including, but not limited to, salaries, wages, benefits, hours and other terms and conditions of employment. Therefore, it is agreed that all ordinances, resolutions and policies, including the Employer-Employee Relations Resolution are hereby incorporated herein by this reference and made part hereof as though fully set forth and except as provided herein shall remain in full force and effect during the term hereof.
- 2) It is further understood and agreed that there exist within the City, in written form, Civil Service and Departmental Rules and Regulations.
- 3) Except as specifically modified by this Memorandum of Understanding (MOU), these resolutions, ordinances, rules and regulations and any subsequent amendments thereto shall be incorporated herein and in full force and effect.
- 4) Before any new or subsequent amendments to the Resolutions, Ordinances, Civil Service and/or Departmental Rules and Regulations directly affecting wages, hours, and terms and conditions of employment, are implemented, the City shall meet and confer with the Association regarding such changes.
- 5) Nothing provided herein shall prevent the City from implementing such changes in rules and regulations provided it has met and conferred with the Association as required.

E. Amendments To Memorandum Of Understanding. The provisions of this Memorandum of understanding can be amended, supplemented, rescinded, or otherwise

altered only by mutual agreement in writing, hereafter signed by the designated representative of the City and the Association.

- F. MOU Subject To Laws.** It is understood and agreed that this MOU is subject to all present and future applicable federal and state laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations, or otherwise held invalid or unenforceable by any tribunal of competent jurisdiction, such part of provisions shall be suspended and superseded by such applicable laws and regulations and the remainder of the MOU shall not be affected thereby and shall remain in full force and effect.

G. Ratification And Implementation.

- 1) Ratification Procedure.** The City of McFarland and the McFarland Police Officers' Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified pursuant to the Bylaws of the McFarland Police Officers' Association, and until it is adopted in the form of a resolution by the City Council.
- 2) Mutual Recommendation of Agreement.** This agreement constitutes a mutual recommendation by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits, and other terms and conditions of employment for unit employees represented by the Association.
- 3) Recommendation For Approval.** Subject to the foregoing, this Memorandum of Understanding is hereby agreed to be recommended for approval by the authorized representative of the City of McFarland and the McFarland Police Officers' Association and entered the 11th day of September 2024.

**MEMORANDUM OF UNDERSTANDING _____ CITY OF MCFARLAND, CA,
MCFARLAND POLICE OFFICERS ASSOCIATION**

Dated: _____, 2024

MCFARLAND POLICE OFFICERS
ASSOCIATION

By: _____
George Alwaw,
President

Dated: _____, 2024

CITY OF MCFARLAND

By: _____
Diego Viramontes,
City Manager



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 14.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: September 11,
2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Serrena McCuan, Human Resources Director

SUBJECT: Approval of Resolution No. 2024-104 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AMENDMENTS TO THE EMPLOYEE HANDBOOK TO INCLUDE EDUCATIONAL AND SPECIALTY PAY, COMPENSATORY CASH OUT POLICY, BEREAVEMENT LEAVE, AND JURY DUTY

SUMMARY:

The City of McFarland is committed to maintaining an employee handbook that accurately reflects current policies and practices. The proposed amendments to the employee handbook are necessary to update the provisions regarding specialty pay, stipends, educational incentives, POST incentive pay, bilingual pay, special assignment pay, shift differential, vacation cash out policy, and bereavement leave. These updates aim to align with the City's operational needs and enhance clarity and fairness for all employees.

Proposed Amendments

1. Specialty Pay and Stipends (Section 7.10, A) the current handbook outlines specific stipends available to employees in various roles or possessing certain qualifications. The revised language seeks to update the stipend amounts and eligibility criteria as follows:

Education Incentive (Section E)

- Employees with a bachelor's degree in a job-related subject will receive \$100.00 per month, paid bi-weekly.
- Employees with a master's degree in a job-related subject will receive \$150.00 per month, paid bi-weekly.

Employees are eligible for only one educational incentive; the stipends are not stackable.

POST Incentive Pay (Section F):

- Intermediate Certificate: \$100.00 per month, paid biweekly.
- Advanced Certificate: \$150.00 per month, paid biweekly. Employees receiving the Advanced POST Certificate pay will not receive the Intermediate Certificate pay.
- Supervisory Certificate: \$200.00 per month, paid biweekly. Employees receiving the

Supervisory POST Certificate pay will not receive the Advanced Certificate pay.

Bilingual Pay (Section G):

- Employees designated to use bilingual skills will receive \$100.00 per month, paid biweekly, upon passing a written and oral test. The Police Chief and City Manager may adjust bilingual designations due to operational needs.

Special Assignment Pay (Section I):

- Field Training Officer (FTO): \$75.00 per month, paid biweekly, requiring a minimum of two years of experience and specific training duties.
- K-9 Officer: Compensation details include a biweekly stipend and additional hours for care and maintenance of the canine, paid at a premium rate of time and one-half.

2. Compensatory Cash Out Policy and Max Accrual (Section 4)

- The current policy allows for compensatory cash-out once per fiscal year. The amended policy allows employees to cash out accrued compensatory time off four times per fiscal year (July, October, January, April) upon City Manager approval, provided they request the cash-out at least 30 days prior. Max accrual is now set to 120 hours.

3. Bereavement Leave (Section 9.06)

- The bereavement leave policy has been revised to allow for non-consecutive days off and clarifies the eligibility and terms for leave with and without pay:

- Leave with Pay - Immediate Family Members: Up to three non-consecutive scheduled workdays with pay. Defined immediate family members include current spouse, registered domestic partner, child, parent, grandparent, brother, or sister.

- Leave without Pay - Other Family Members: Up to two non-consecutive scheduled workdays without pay for other family members, such as legal guardians and in-laws. Additional unpaid time may be approved for good causes.

4. Jury Duty (Section 10.04) Revisions to the jury duty policy provide more detailed instructions and stipulations:

Notification/Summoned:

- Employees must notify their supervisor immediately upon receiving a jury summons and provide written evidence. A regular salary is maintained for up to ten consecutive working days annually.
- Jury Duty Accommodation and Call-In Procedures: Procedures for requesting jury duty modifications and scheduling adjustments have been outlined for better alignment with operational needs.
- Jury Duty Shift Conflict and Documentation: Employees are required to return to work after jury duty or adjust schedules based on duty hours. Documentation of jury duty

hours must be submitted daily.

FINANCIAL IMPACT:

The financial impact of these changes will be minimal as they adjust existing compensation frameworks and clarify current policies rather than introduce new costs.

RECOMMENDATION:

Staff recommends that the City Council approve the proposed amendments to the employee handbook to ensure it accurately reflects current policies, procedures, and compensation standards.

ATTACHMENTS:

1. Revised Employee Handbook (LCW Revisions January 2021) - Copy.pdf 3
2. Amended Changes- EE Handbook

RESOLUTION NO. 2024-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AMENDMENTS TO THE EMPLOYEE HANDBOOK TO INCLUDE EDUCATIONAL AND SPECIALTY PAY, COMPENSATORY CASH OUT POLICY, BEREAVEMENT LEAVE, AND JURY DUTY

WHEREAS, the City of McFarland strives to maintain an employee handbook that reflects current policies, practices, and operational needs of the City; and

WHEREAS, it is necessary to amend the employee handbook to update the provisions related to specialty pay and stipends, educational incentives, bilingual pay, vacation cash out policy, bereavement leave, and jury duty; and

WHEREAS, these amendments aim to provide clarification, fairness, and alignment with the City's operational requirements to ensure appropriate compensation and leave benefits for all eligible employees; and

WHEREAS, the City Council has reviewed the proposed amendments and finds them to be in the best interest of the City and its employees;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

1. Approval of Amendments: the City Council hereby approves the amendments to the Employee Handbook as outlined in the staff report dated September 11, 2024, specifically updating the sections on stipends, educational incentives, bilingual pay, vacation cash out policy, bereavement leave, and jury duty.
2. The City Manager is hereby directed to implement these amendments and ensure that all affected employees are informed of these changes and that the updated Employee Handbook is distributed accordingly.
3. These amendments shall take effect immediately and will be fully implemented as of October 1, 2024, following the signature and approval of this resolution.
4. If any provisions of this resolution or the application thereof to any person or circumstance is held invalid, the remainder of the resolution and the application of such provisions to other persons or circumstances shall not be affected thereby.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on September 11, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

Erika De La Cruz, City Clerk

CITY OF MCFARLAND EMPLOYEE HANDBOOK



City of McFarland
401 West Kern Avenue
McFarland, CA 93250
(661)792-3091 Phone
(661)792-3093 Fax
www.mcfarlandcity.org

Revised
February 11, 2021



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SECTION 1

INTRODUCTION AND PERSONNEL ADMINISTRATION

Introductory Statement

Welcome! Employees of the City of McFarland (“City”) are important members of a team effort. We hope that employees find their positions with the City rewarding, challenging, and productive. Supervisors or Department Heads will be happy to answer any questions regarding this Employee Handbook.

1.01 Purpose

This Employee Handbook sets forth policies and procedures to insure similar treatment for those who compete for employment and promotion and the obligations, rights, privileges, benefits, and prohibitions placed upon all employees of the City, unless a section or provision specifically excludes them.

1.02 Rights of Employment

The policies and procedures set forth in this Employee Handbook do not create any contract of employment, express or implied, or any rights in the nature of a contract.

1.03 Application

The policies and procedures set forth in this Employee Handbook shall apply to all employees of the City unless a section or provision specifically excludes them. For employees employed pursuant to a written employment contract, where an express written provision of their employment contract is in direct conflict with a provision of these policies and procedures, the employment contract shall prevail.

Any Department Head may, with the approval of the Personnel Officer, establish special rules to meet the needs of that Department or any of its divisions if said rules and regulations are consistent with applicable state, federal, and local law; policies and procedures as set forth herein; and any applicable Memorandum of Understanding (“MOU”). Where an express written provision of an approved MOU, if any, is in conflict with a provision of these policies and procedures, the MOU shall prevail unless the Employee Handbook provision was negotiated more recently than the MOU.

1.04 At-Will Employment

Unless otherwise provided in this Employee Handbook, an applicable MOU, or employment agreement, all City employees are employed on an at-will basis, and their employment may be terminated with or without cause or notice at any time by the employee or the City. Nothing in this Employee Handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the City

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has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the City Manager, based on authority delegated by the City Council, has the authority to make any such agreement, which must be in writing to be binding and enforceable.

1.05 The Personnel Officer

The City Manager is the Personnel Officer. The Personnel Officer is referred to throughout this Employee Handbook as the “City Manager.” The City Manager shall have general control and supervision over employees, and shall also have the authority to control, order, and give directions to all Department Heads, and to subordinate officers and employees of the City under their jurisdiction, through their Department Heads.

The City Manager may delegate any of the powers and duties conferred upon them as Personnel Officer in these policies and procedures to any other employee of the City, or may recommend to the City Council that such powers and duties be performed under contract.

1.06 Employment Constitutes Acceptance of Policies & Procedures

In accepting employment with the City, each employee agrees to be governed by and to comply with the policies and procedures set forth in this Employee Handbook and any administrative procedures established by the City. Each employee stipulates and agrees that they have read and understand all of these policies and procedures, and additionally, all of the rules, regulations, and directives of the Department in which they are employed.

Upon accepting employment with the City, each employee shall be given a copy of this Employee Handbook for which they will sign a receipt. The receipt will be made part of the personnel file of each employee.

1.07 Severability

If any provision of this Employee Handbook, or the application of such provision to any person or circumstance shall be held invalid, the remainder of the provisions in this Employee Handbook, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected and shall remain in full force and effect.

1.08 Modifications in Writing

The City reserves the right to modify, revise, rescind, and add to these policies and procedures from time to time. All modifications must be in writing and signed by the City Manager. Employees will be provided with written notice of any such modifications.

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SECTION 2

EMPLOYMENT POLICIES AND WORKING CONDITIONS

2.01 Equal Employment Opportunity

This provision applies to all employees, applicants, contracted staff, volunteers, vendors, and elected or appointed officials. The City believes a strong commitment to Equal Employment Opportunity is more than a legal and moral obligation. It is sound business practice to realize the potential of every individual. In order to provide equal employment and advancement opportunities to all individuals, decisions are based upon: (1) individual merit, qualifications, and competence as they relate to the particular position and (2) promotion of the principle of equal employment opportunity.

Employment practices will not be influenced or affected by an applicant's or employee's race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles); ancestry; color; religious creed (including religious dress and grooming); sex (including gender, gender identity, gender expression, pregnancy and breastfeeding); sexual orientation (including heterosexuality, homosexuality, and bisexuality); genetic characteristics; national origin; age; marital status; citizenship status; physical or mental disability (whether perceived or actual); medical condition; military/veteran status; or any other basis protected by law. This policy governs all aspects of employment, including selection, job assignment, compensation, counseling, discipline, termination, and access to benefits and training. The City will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship or direct threat to self and others.

The City is committed to a results oriented management program aimed at achieving equal employment opportunity in all occupational levels of the City service. The City Manager is the designated Equal Employment Opportunity Officer and is vested with responsibility and authority for the implementation and enforcement of this policy with Department Heads sharing the responsibility. The City will update and reaffirm this policy as necessary.

Any employee with questions and concerns about any type of unlawful discrimination in the workplace is strongly encouraged to bring these issues to the attention of their immediate supervisor or the City Manager. Employees can raise concerns and make a report without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to corrective action, up to and including termination of employment.

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2.02 Employees with Disabilities

It is the policy of the City to provide reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act and the federal Americans with Disabilities Act.

A. Request For Reasonable Accommodation

An employee who desires a reasonable accommodation shall make a request to the City Manager, in writing, stating: (1) the job-related functions at issue; and (2) the desired accommodation(s). Following receipt of the request, the City Manager may require additional information, such as reasonable documentation of the existence of a disability.

1. Fitness For Duty Exam

The City may require an employee to undergo a fitness for duty examination at the City's expense to determine whether the employee can perform the essential functions of the job with or without reasonable accommodations. The City may also require that a City-approved physician conduct the examination.

2. Interactive Process Determination

After receipt of reasonable documentation of disability and/or a fitness for duty report, the City will arrange for a discussion, in person or via telephone conference call with the applicant or employee and their representative(s), if any. The purpose of the discussion is to work in good faith to fully consider all feasible potential reasonable accommodations.

3. Case-by-Case Determination

The City determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The City will not provide accommodation(s) that would pose an undue hardship upon City finances or operations, or that would endanger the health or safety of the employee or others. The City will inform the employee of its decision as to reasonable accommodation(s) in writing.

2.03 Harassment/Discrimination/Retaliation Prevention and Training

A. Purpose

It is the City's intent, and the purpose of this policy, to provide all employees, applicants, and contractors with an environment that is free from any form of discriminatory harassment, discrimination, or retaliation as defined in this policy. This policy prohibits harassment or discrimination on the basis of any of the following classifications: race (including traits historically associated with race, including, but not limited to, hair

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texture and protective hairstyles); ancestry; color; religious creed (including religious dress and grooming); sex (including gender, gender identity, gender expression, pregnancy and breastfeeding); sexual orientation (including heterosexuality, homosexuality, and bisexuality); genetic characteristics; national origin; age; marital status; citizenship status; physical or mental disability (whether perceived or actual); medical condition; military/veteran status; or any other basis protected by law. It is also the policy of the City to provide a procedure for investigating alleged harassment, discrimination, and retaliation in violation of this policy. Protection from discrimination includes protection from retaliation for having taken action either as a complainant, for assisting a complainant in taking action, or for acting as a witness or advocate on behalf of an employee in a legal or other proceeding to obtain a remedy for a breach of this policy.

B. Policy

The City has zero tolerance for any conduct that violates this policy. Conduct need not rise to the level of a violation of law in order to violate this policy. Instead, a single act can violate this policy and provide grounds for discipline or other appropriate sanctions. If an employee is in doubt as to whether or not any particular conduct may violate this policy, do not engage in the conduct, and seek guidance from a supervisor or the City Manager.

C. Definitions

1. Protected Classifications

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

2. Policy Coverage

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

3. Discrimination

This policy prohibits treating individuals differently because of the individual's protected classification as defined by this policy.

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4. Harassment

Harassment means unsolicited words or conduct which subjectively and objectively offend another person. Harassment includes, but is not limited to, the following examples of behavior undertaken because of an individual's protected classification:

- a. Verbal harassment, such as epithets (nicknames and slang terms), derogatory or suggestive comments, propositioning, jokes or slurs, or graphic verbal commentaries about an individual's body on the basis of their protected classification. Verbal harassment includes comments on appearance and stories that tend to disparage those of a protected classification.
- b. Visual forms of harassment, such as derogatory posters, notices, bulletins, cartoons, drawings, sexually suggestive objects, or e-mails on the basis of a protected classification. Visual harassment includes mimicking the way someone walks or talks because of their protected classification.
- c. Physical harassment, such as assault, touching, impeding, or blocking movement, grabbing, patting, leering, making express or implied job-related threats in return for submission to physical acts, taunting, or any physical interference with normal work or movement based on an individual's protected classification.
- d. Sexual harassment, such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, or any of the above described conduct when:
 - i. Submission to such conduct is either an expressed or implied term or condition of an individual's employment;
 - ii. Submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or
 - iii. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating a hostile, intimidating, or offensive work environment.

By definition, sexual harassment is not within the course and scope of an individual's employment with the City.

D. Romantic and Sexual Relationships Between Supervisors and Subordinates

Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in

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such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing.

E. Retaliation

Retaliation against a person (or their associates) who reports or provides information about harassment or discrimination is strictly prohibited. Any act of reprisal violates this policy and will result in appropriate disciplinary action. Examples of actions that might be retaliation against a complainant, witness, or other participant in the complaint process include: (1) singling a person out for harsher treatment; (2) lowering a performance evaluation; (3) failing to hire, failing to promote, withholding pay increases, assigning more onerous work, abolishing a position, demotion or discharge; or (4) real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.

Any act of retaliation will be treated as a separate and distinct incident, regardless of the outcome of the harassment or discrimination complaint.

F. Reporting Harassment, Discrimination or Retaliation

If an employee believes that they have been unlawfully harassed, discriminated, or retaliated against, the employee should report the issue to their supervisor, any other supervisor for the City, their Department Head, or the City Manager, as soon as possible after the incident. Where possible, a written complaint should be provided to include details of the incident or incidents, names of the individuals involved, and names of any witnesses. Supervisors will refer all harassment complaints to the City Manager. The City will immediately undertake an effective, thorough, and objective investigation of the harassment allegations.

If the City determines that unlawful discrimination, harassment, or retaliation has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the City to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. A City representative will advise all concerned parties of the results of the investigation. The City will not retaliate against an employee for filing a complaint and will not tolerate or permit retaliation against an employee by management, employees, or co-workers based on such actions.

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

Employees should also be aware that the federal Equal Employment Opportunity Commission (“EEOC”) and the California Department of Fair Employment and Housing

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(“DFEH”) investigate and prosecute complaints of prohibited discrimination, harassment, and retaliation in employment. An employee who feels they have been discriminated, harassed, or retaliated against may file a complaint with the EEOC or the DFEH. For more information about filing a complaint through the DFEH, visit <https://dfeh.ca.gov>. To find the nearest EEOC offices, visit <https://eeoc.gov/contact/>.

G. Sexual Harassment Prevention Training

The City will provide two hours of sexual harassment prevention training to supervisory staff and one hour of such training to nonsupervisory staff within six months of hire or promotion, and every two years after that.

The City will also provide sexual harassment prevention training to temporary or seasonal employees within 30 calendar days after the hire date or within 100 hours worked if the employee will work less than six months. In the case of a temporary employee employed by a temporary services employer to perform services for clients, the training must be provided by the temporary services employer, not the client.

2.04 Lactation Accommodation Policy

It is the policy of the City to provide reasonable accommodations to employees who wish to express breast milk for their infant child during their scheduled work hours. Qualifying employees will receive additional unpaid time beyond their 15-minute compensated rest period for a lactation accommodation. Lactation breaks may be reasonably delayed if they would seriously disrupt Department operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

An employee may make a request for lactation accommodation, either orally or in writing, to their supervisor or Department Head.

The City will make reasonable efforts to accommodate employees by providing an appropriate and private location to express milk. The City will designate a private area, other than a bathroom, in close proximity to the employee’s work area. Employees occupying such private areas 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 circumstance.

Authorized lactation breaks for employees assigned to the field may be taken at the nearest appropriate private area.

Any employee storing expressed milk in any authorized refrigerated area within the City shall clearly label it as such.

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2.05 Workplace Security

A. Policy

The City is committed to providing a safe and secure workplace for employees and the public. The City will not tolerate acts or threats of violence in the workplace. The workplace includes any location where City business is conducted, including vehicles and parking lots. Any violation of this policy may lead to criminal prosecution, and/or disciplinary action up to and including termination. The City's workplace security program is described in detail in the City's Illness and Injury Prevention Program.

B. Prohibited Behavior

1. Employees are prohibited from engaging in or promoting acts of intimidation, violence, threats, coercion, assault, and/or abusive behavior toward any person while in the course of City employment. The City has zero tolerance for any conduct that resembles workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.
2. Employees engaged in City business are prohibited from carrying weapons in violation of any law or this policy unless weapons are required for performance of the job. Employees who have legal authority to carry a weapon shall notify the Department Head and City Manager in writing of what type of weapon is being carried. Employees who have legal authority to carry weapons violate this policy if they: (1) accidentally discharge or lose their weapon; (2) use, threaten to use, or display the weapon for a job-related reason or; (3) violate any law related to carrying a legal weapon while engaged in City business.

C. Definitions

1. Workplace Violence

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, or threat of destruction, of City property or another employee's property.
- c. Harassing or threatening phone calls.
- d. Surveillance.

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- e. Stalking.
- f. Possession of offensive or defensive weapons (firearms, illegal knives, clubs, mace, pepper spray, tear gas, etc.) unless specifically required, or authorized and approved by the Department Head and City Manager.

2. Weapons

Firearms, chemical sprays, clubs or batons, knives, and any other device, tool, chemical agent or implement that can cause bodily harm if used as a weapon, or displayed in such a manner to cause harm or threaten a person with harm.

D. Incident Reporting Procedures

- 1. Employees must immediately report workplace violence to their supervisor or Department Head. The supervisor or Department Head must report the matter to the City Manager.
- 2. The City Manager will document the incident, including 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.
- 3. The City Manager will take appropriate steps to provide security, such as:
 - a. Placing the employee alleged to have engaged in workplace violence on administrative leave pending investigation;
 - b. Asking any threatening or potentially violent person to leave the site; or
 - c. Immediately contacting an appropriate law enforcement agency.

E. Investigation

The City Manager will see that reported violations of this policy are investigated as necessary.

F. Management Responsibility

Each Department Head has authority to enforce this policy by:

- 1. Training supervisors and subordinates about their responsibilities under this policy;

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2. Assuring that reports of workplace violence are documented in an accurate and timely manner;
3. Notifying the City Manager and/or law enforcement authorities of any incidents;
4. Making all reasonable efforts to maintain a safe and secure workplace; and
5. Maintaining records and following up on workplace violence reports.

G. Follow-Up and Disciplinary Procedures

An employee found to be in violation of this policy will be subject to disciplinary action up to and including termination of employment. The City may also direct that an employee submit to a fitness for duty examination. In addition, employees found to be in violation of this policy may be subject to criminal prosecution.

2.06 Drug and Alcohol Free Workplace

A. Purpose

The purpose of this policy is to outline the City's standards and procedures for dealing with employee alcohol and drug abuse.

Alcohol and drug abuse may pose safety and health risks to the employee and others, have a negative effect on work quality, productivity, and efficiency, and result in danger to or loss of equipment or property. To provide a safe, healthful, and efficient work environment, the City requires its employees to report for work fit to perform their job duties. To this end, the City has established the following policy and procedures dealing with employee alcohol and drug abuse.

B. Policy

1. The manufacture, distribution, dispensation, possession, sale, transport, or use of drugs, drug paraphernalia, or look-alike simulated drugs is prohibited while on the job, on City property, while operating City vehicles or other equipment, or while conducting City related business, regardless of location.
2. The unauthorized use of alcoholic beverages is prohibited while on the job, on City property, while operating City vehicles or other equipment or while conducting City related business, regardless of location.
3. City employees are prohibited from working or being subject to call in if impaired by alcohol, drug, any controlled substance, intoxicant or other substance (including medically prescribed authorized drugs) which will in

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any way affect their work performance, alertness, coordination, response, or affect the safety of themselves or others on the job.

4. An employee must notify their supervisor before beginning work when taking medications or drugs (prescribed or over the counter) which could interfere with the safe and effective performance of duties or operation of City equipment. It is the employee's responsibility to find out from their physician whether the prescribed or over the counter drug may impair their job performance. The City reserves the right to require any employee using prescription or over the counter drugs to provide a physician's certification that the use of the drug will not impair the ability of the employee to do their job properly and safely. If an employee is so impaired by the appropriate use of prescribed or over the counter drugs, they may not report to work. To accommodate the absence, the employee may use accrued sick leave or vacation time.
5. Compliance with this policy is a condition of City employment. Disciplinary action will be taken against those who violate this policy.
6. Employees who hold safety-sensitive positions are subject to requirements contained in this policy as well as the U.S. Department of Transportation ("DOT") regulations regarding drug and alcohol programs and testing.

C. Scope of Policy

This policy applies to all City employees when they are on City property or when performing City-related business elsewhere.

D. Definitions

1. Alcohol

Beer, wine, and all forms of distilled liquor containing ethyl alcohol. Reference to use or possession of alcohol includes use or possession of any beverage, mixture, or preparation containing ethyl alcohol.

2. Drug

Any substance (other than alcohol) that has known mind or function-altering effects on a human subject, specifically including psychoactive substances and including, but not limited to, substances prohibited or controlled by California and federal controlled substance laws.

3. Possess

To have on one's person or in one's personal effects or under one's control.

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4. “Under the influence” or “impaired”

Means that an employee is affected by a drug or alcohol, or the combination of a drug and alcohol. The symptoms of influence and/or impairments are not confined to those consistent with misbehavior, or to obvious impairment of physical or mental ability such as slurred speech or difficulty in maintaining balance. A determination of use, influence, and/or impairment can be established by a professional opinion, urine, blood, hair or any other commonly used and scientifically valid tests. An employee will be presumed to be under the influence or impaired whenever the presence of drug or alcohol in *any* amount is detected in a substance abuse test administered under the terms of this policy. Any employee who refuses to be tested or fails in any manner to cooperate when requested to participate in the testing process will be subject to disciplinary action including the possibility of immediate termination without further notice or warning.

E. Searches

In order to promote a safe, productive and efficient workplace, the City has the right to search and inspect all City property, including but not limited to lockers, storage areas, furniture, City vehicles, and other places under the common control of the City, or joint control of the City and employees. No employee has any expectation of privacy in any City building, property, or communications system.

F. Drug and Alcohol Testing

Except as provided otherwise in an MOU, or as modified for employees who are required to participate in the City’s federally mandated commercial driver’s license holders drug/alcohol testing education program, the City has discretion to test a current employee for alcohol or drugs in the following instances:

1. Pre-Employment Testing

Each applicant who is given a conditional offer of employment must submit to and pass a test for the presence of illegal drugs and/or alcohol. This practice is designed to avoid the hiring of individuals whose use of drugs or alcohol indicates the potential for impaired or unsafe job performance. The pre-employment drug and/or alcohol testing will be administered with a urine or hair sample and conducted by a professional medical staff and laboratory. All offers of employment are conditional upon the successful completion of this testing process.

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2. Reasonable Suspicion Testing

The City may require a blood test, urinalysis, or other drug and/or alcohol screening of those persons reasonably suspected of using or being under the influence of a drug or alcohol at work. Testing must be approved by the City Manager, the employee's Department Head, or a designee.

"Reasonable suspicion" is based on objective factors, such as behavior, speech, body odor, appearance, or other evidence of recent drug or alcohol use which would lead a reasonable person to believe that the employee is under the influence of drugs or alcohol. In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion and discuss the matter with the City Manager or Department Head. If there is a reasonable suspicion of drug or alcohol abuse, the employee will be relieved from duty and placed on paid leave until the test results are received.

3. Post-Accident Testing

The City may require alcohol or drug screening following any work-related accident or any violation of safety precautions or standards, whether or not an injury resulted from the accident or violation, provided that the "reasonable suspicion" factors described above are present.

4. Department of Transportation (DOT) Random Drug and Alcohol Testing For Safety-Sensitive Positions

Employees working in "safety-sensitive" positions will be subjected to randomly selected, unannounced testing. The random selection will be by a scientifically valid method. Each safety-sensitive employee will have an equal chance of being tested each time selections are made. Safety-sensitive employees will be tested either just before departure, or during duty, or just after the safety-sensitive employee has ceased performing their duty.

G. Refusal to Submit to Testing

Any employee who fails to consent to testing when requested to do so will be considered insubordinate and may be subject to disciplinary action including immediate termination.

H. Employees' Responsibilities

A City employee must:

1. Not report to work or be on standby or on-call status while their ability to perform job duties is impaired due to on or off duty alcohol or drug use;

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2. Not possess or use controlled substances (illegal drugs or prescription drugs without a prescription) at any time, or use alcohol at any time while on City property or while on duty for the City at any location;
3. Not directly or through a third party manufacture, sell, distribute, dispense, or provide controlled substances to any person, including any employee, at any time, or manufacture, sell, distribute, dispense or provide alcohol to any employee while either or both are on duty;
4. Notify their supervisor, before beginning work, when taking any medications or drugs, prescription or nonprescription, which may interfere with the safe and effective performance of duties or operation of City equipment;
5. Notify the Department Head of any criminal conviction for a drug violation that occurred in the workplace within no more than five days after such conviction;
6. Notify a supervisor immediately of facts or reasonable suspicions when they observe behavior or other evidence that a fellow employee poses a risk to the health and safety of the employee or others; and
7. Consent to drug or alcohol testing and searches.

I. Management Employee Responsibilities

City management employees must:

1. Notify the state or federal granting agency which has funded the work or program, if any, of any criminal drug statute convictions for a violation that occurred at a site where work is/was being done with a specific grant or contract;
2. Record factors supporting “reasonable suspicion” as defined in subsection D(2) above and consult with other management staff in order to determine whether there is reasonable suspicion to test an employee as described by this policy;
3. Take appropriate disciplinary action for any criminal drug statute conviction that occurred in a City workplace, up to and including termination, or require that the convicted employee participate satisfactorily in a drug abuse assistance or rehabilitation program as a condition for returning to duty; and
4. Take appropriate disciplinary action for any violation of this policy.

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J. Drug-Free Awareness Program

The following is the City's drug-free awareness program:

1. Distribution of a brochure on the dangers of drug abuse to each City employee and volunteer; and
2. Notification to each City employee and volunteer of the availability of counseling and treatment of drug-related problems through the City's Employee Assistance Program provider.

K. Employee Assistance Program

The City's Employee Assistance Program (EAP) provides help to employees who have alcohol and/or drug problems. However, it is the responsibility of the employee to seek assistance from the EAP before alcohol and/or drug problems impair job performance or lead to disciplinary action that can include immediate termination for a first offense. The procedure for using the City's EAP is generally summarized as follows:

Any City employee may confidentially contact the City Manager at home or at work and advise that they have a drug and/or alcohol usage problem in which case the City will not discharge or otherwise discipline the employee for such violation of the City's Drug and Alcohol Policy described herein, **PROVIDED** the employee is able to perform the essential functions of their job and agrees in writing to the following:

1. The employee demonstrates and continues to demonstrate a genuine desire to rehabilitate and agrees to enroll in and complete a drug rehabilitation program approved by the City Manager. The employee is to pay for any rehabilitation costs, over and above available insurance, if any.
2. The employee agrees to provide testing following completion of the EAP. Testing will be every 60-90 days or as deemed necessary by the City Manager.
3. If the employee does not perform under (1) or (2), as required by the City Manager, they will be discharged.

To the extent legally possible, the City will keep such drug/alcohol usage and rehabilitation agreements confidential.

These are only the basic provisions of an EAP. The City Manager will work with anyone who volunteers for rehabilitation in developing a more detailed program that specifically addresses the individual's needs and circumstances.

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L. Violations

Violations of this policy or failure to cooperate fully with any request for inspection or testing may result in disciplinary action up to and including immediate termination. The City will pay the full cost of any testing required of an applicant or employee, including the cost of any transportation to and from the designated testing facility.

2.07 Conflicts of Interest/Outside Employment

Employees are expected to devote their full time, attention, and efforts to their work during hours of duty as City employees. An employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to their duties as a City employee. Employees are not permitted to participate in the following activities during or outside of working hours:

1. Activities involving the use, for private gain or advantage, of City time, facilities, equipment, supplies, City ID card, uniform, prestige, or influence of one's City office or employment.
2. Activities involving 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 or as a part of their duties as a City employee.
3. Activities involving the performance of an act other than in 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 the employee is employed.
4. Activities involving conditions or factors which would probably, directly or indirectly, lessen the efficiency of the employee in their regular City employment or conditions in which there is a substantial danger of injury or illness to the employee.
5. Activities involving use or access to confidential information available by virtue of City employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
6. Use of City-owned equipment, cars, trucks, instruments, tools, supplies, machines, or any other item which is the property of the City in conjunction with outside employment or any activity for compensation. In addition, no employee shall allow any unauthorized person to rent, borrow, or use any of the items discussed above.

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7. Any activity that is contrary to existing state or federal conflict of interest laws.

Employees who wish to engage in outside employment that may create a real or apparent conflict of interest must submit a written request to the City Manager explaining the details of the outside employment. If the outside employment is authorized, the City assumes no responsibility for it. The City shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of such additional employment. Authorization to engage in additional outside employment may be revoked at any time.

Any violations of this policy respecting outside employment or activity and use of City property shall constitute sufficient grounds for disciplinary action, up to and including termination.

2.08 Employee Political Activities

The political activities of City employees shall conform to pertinent provisions of state law.

2.09 Request for Assistance from Private Citizen

Under no circumstances shall a City employee request or authorize a private individual to assist in any manner in the performance of the employee's job functions or duties, except for volunteers or law enforcement personnel engaged in an emergency.

2.10 Gifts or Payments

Employees of the City are prohibited from:

1. Accepting any gift or gratuity in their professional capacities, including but not limited to, money, service, favors, discounts, promises, and/or objects of value from any person, firm, corporation, or other governmental entity.
2. Using their official position with the City to solicit special privileges for themselves or others, including discounts on goods or services.

Tokens of appreciation or modest gifts given in appreciation for services rendered such as flowers, candy, homemade foods and similar items may be accepted on behalf of the entire affected City Department subject to the employee immediately notifying their supervisor and placing the item in a common area of the employee's Department to be shared and/or appreciated by all Department employees.

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2.11 Personal Conduct

Employees may not engage in off-duty conduct which violates the Conflicts of Interest/Outside Employment Policy in this Employee Handbook, undermines the employee's or the City's credibility with the public, or impacts the employee's job performance for the City.

2.12 Smoking

Smoking shall not be permitted inside any workplace, meeting room, classroom, or restroom of any City facility, or within 20 feet of main entrances, exits, and operable windows of any City building. Smoking shall not be permitted in any City vehicle.

2.13 Dress and Grooming Standards

The professional atmosphere and the image of the City is maintained, in part, by the image that employees present to the public. Employees of the City are required to dress appropriately for the jobs they are performing. Failure to follow the dress standards contained in this section shall be grounds for discipline.

1. All clothing must be neat, clean and in good repair.
2. Prescribed uniforms and safety equipment must be worn when required.
3. Footwear must be appropriate for the work environment and functions or duties being performed.
4. Hair must be neat, clean, and well groomed.
5. Beards, mustaches and sideburns must be maintained in a neat and well-groomed fashion.
6. Reasonably-sized jewelry is acceptable except in areas where it constitutes a health or safety hazard.
7. Good personal hygiene is required.
8. Dress must be appropriate to the work setting, particularly if the employee deals with the public.

2.14 Tattoo and Piercing Policy

A. Tattoos

The City's general policy regarding tattoos is as follows:

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1. No tattoos are allowed anywhere on the head, face, or neck.
2. Any visible tattoos cannot be obscene, sexually explicit, discriminatory as to sex, race, religion, or national origin, extremist, or gang-related.
3. No visible tattoos shall be larger than four by six inches.
4. Any non-conforming tattoos must be covered with clothing or a bandage while at work.

If an employee has a question about how the tattoo policy applies to them, the matter should be immediately raised with their supervisor for consideration and determination.

B. Piercings

The City's general policy regarding piercings is set forth below:

1. No objects, articles, jewelry, or ornamentation of any kind shall be attached to or through the skin if visible on any body part including the tongue or any part of the mouth except that an employee may wear one set of reasonably-sized earrings in the ear lobes.
2. Any non-conforming piercing shall be removed, covered with a bandage, or replaced with a clear plastic spacer.

If an employee has a question about how the piercing policy is applicable to them, the matter should be immediately raised with their supervisor for consideration and determination.

2.15 Communication and Technology Policy

A. Purpose

The City provides a variety of electronic communication resources such as telephones, cellular telephones, computers, facsimile machines, pagers, electronic mail (e-mail) systems, and internet access for employees whose job performance is effectively enhanced by the use of such technologies. The challenge is making maximum use of the benefits of such resources, meeting legal requirements for access to information, and providing adequate protection for proprietary information. This policy governs access to and the appropriate and effective use of City-provided electronic communication resources at all times, including work and non-work time, by City employees, consultants and/or contractors.

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B. Scope

This policy applies to all users of electronic communication resources of City owned, leased, or managed networks, equipment, or services.

C. Policy

The City is the legal owner and operator of all electronic communication resources owned, leased, or managed by the City.

The City recognizes that principles of shared governance, freedom of speech, and privacy hold important implications for the use of electronic communication resources. This policy reflects these principles within the context of the City's legal, management, and other obligations.

The City's electronic communication resources may be monitored and searched at any time and for any reason. Messages sent or received on City equipment including cellular telephones may be saved and reviewed by others. As a result, City employees have no expectation of privacy in the messages sent or received on City property or equipment.

1. Personal Use of Electronic Communication Resources

Employee access to and use of electronic communication resources is intended for business-related purposes. Limited and reasonable use of these tools for occasional employee personal purposes is permitted, provided that such use:

- a. Is kept to a minimum and limited to break times or non-work hours;
- b. Does not have any impact upon other City employees or operations;
- c. Is not abusive, illegal, or inappropriate; and
- d. Does not result in any additional costs or loss of time or resources for the City.

2. Inappropriate and Prohibited Uses of Electronic Communication Resources

Inappropriate use of the City's communication systems may result in discipline, up to and including termination. The following are examples of inappropriate and prohibited uses of the City's communications systems:

- a. Exposing others, either intentionally or unintentionally, to material which is offensive, obscene, or in poor taste;

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- b. Any use that would be offensive to a reasonable person because it involves an individual's race, religion, color, sex, gender identity/expression, sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, citizenship status, marital status, pregnancy, age, genetic characteristics/information, medical condition, physical or mental disability (whether perceived or actual), and military/veteran status;
 - c. Communication of confidential City information to unauthorized individuals within or outside the City;
 - d. Sending messages with content that conflicts with any City policies, rules or applicable laws;
 - e. Unauthorized attempts to access City data or systems;
 - f. Theft or unauthorized copying of electronic files or data;
 - g. Initiating or sustaining chain letters; and
 - h. Intentionally misrepresenting one's identity for improper or illegal acts.
3. Standards of Excellence in the use of Electronic Communication Resources

All employees are expected to adhere to the Standards of Excellence in the Use of Electronic Communication Resources Policy ("Standards of Excellence Policy") set forth below as it relates to the use of electronic communication resources, and to follow all federal and state statutes related to the use of electronic communication resources. This Standards of Excellence Policy applies to all electronic communication resources as well as to other forms of communication and activity.

- a. All electronic communication messages and voice mail messages should acknowledge receipt if additional time is required for a complete response. Telephone messages and automatic responses should be updated to reflect the employee's status as "out of the office," "on vacation," etc.
- b. Electronic mail should adhere to the same standards of conduct as any other form of mail. Employees must respect individuals they contact electronically by avoiding distasteful, inflammatory, harassing, or otherwise unacceptable comments. Harassment of any form will not be tolerated.
- c. Respect the privacy of others and their accounts. Do not access or intercept files or data of others without permission. Do not use the password of others or access files under false identity.

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- d. Electronic communication resources may be subject to the California Public Records Act and therefore subject to disclosure.
- e. Remember that employees are responsible for all activity involving employees' accounts. Employees' accounts must be secure and private. Employees must not use identifying data or common words as a password. Employees' passwords should be difficult to crack or otherwise guess either by individuals or by sophisticated computer programs.
- f. The City is the custodian of a wide array of personal and financial data and only those with authorization may access, communicate, or use confidential information for official City purposes.

2.16 Use of City Property and Equipment

City property is to be used only for conducting City business unless otherwise authorized. City property includes, but is not limited to: telephones, cellular telephones, desks, computers (including hardware and software), file cabinets, lockers, communications stored or transmitted on City property (such as email and voicemail), vehicles, and any other property used by City employees in their work.

Employees do not have a reasonable expectation of privacy in City property or equipment. Every City employee is required to adhere to all City rules and policies while on City property or using City property or equipment.

City property must be maintained according to City rules and regulations. It must be kept clean and is to be used only for work-related purposes. The City reserves the right to inspect all City property to ensure compliances with its rules and regulations, without notice to the employees and at any time, not necessarily in the employee's presence, to the extent allowed by law.

City voice mail and/or electronic mail (e-mail) are to be used for business purposes only. The City reserves the right to monitor voice mail messages and e-mail messages to ensure compliances with this rule, without notice to the employee and at any time, not necessarily in the employee's presence, to the extent allowed by law.

No personal lock may be used on City-provided lockers unless the employee furnishes a copy of the key or the combination to the lock to the City Manager. Unauthorized use of a personal lock by an employee may result in losing the right to use a City locker.

The City may periodically need to assign and/or change "passwords" and personal codes for voice mail, e-mail, computer, etc. These communication technologies and related storage media and databases are to be used only for City business and they remain the property of the City. The City reserves the right to keep a record of all passwords and codes used, and may at any time override any such password system.

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Prior authorization must be obtained before any City property may be removed from the premises.

For security reasons, employees should not leave personal belongings of value in the workplace. Personal items are subject to inspection and search, with or without notice, and with or without the employee's prior consent, to the extent allowed by law.

Terminated employees should remove and personal items at the time they leave City service. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

2.17 Off-Duty Use of Facilities

Employees are prohibited from remaining on City premises or making use of City facilities while not on duty. Employees are expressly prohibited from using City facilities, City property, or City equipment for personal use.

2.18 Ergonomics

The City strives to comply with Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The City will make necessary adjustments to reduce exposure to ergonomic hazards through modifications of equipment and processes, and employee training. This 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. The City intends to provide appropriate resources to create a risk-free environment.

If employees have any questions about ergonomics, they may contact the City Manager.

2.19 Solicitation and Distribution of Literature

In order to ensure efficient operation of the City's business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on City property. The City has enacted rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply with these rules. Any employee who is in doubt concerning the application of these rules 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, that violates the above-noted rules.

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No employee shall distribute or circulate any written or printed material in work areas at any time, or during their working time or during the working time of the employee or employees at whom such activity is directed, that violates the above-noted rules.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on City property that violates the above-noted rules.

2.20 Parking

Employees may park their vehicles in designated areas, if space is available. If space is unavailable, employees must park in permissible public areas in the vicinity of City property. Employees may not use parking areas specifically designated for taxpayers, customers, vendors, City vehicles, managers, or administrators. The City is not responsible for any loss or damage to employee vehicles or contents while parked on City property.

2.21 Employees Who are Required to Drive

Employees who are required to drive a City vehicles or their own vehicle on City business will be required to show proof of current valid driving license and 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 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 revoked, who fails to maintain personal automobile insurance coverage, or who is uninsurable under the City's policy.

Employees who drive their own vehicle on City business will be reimbursed at the IRS mileage rate in effect at the time. Employees must keep a mileage log and submit a written request for reimbursement by the first (1st) of each month with a copy of the applicable mileage log entries attached.

Public safety employees that live within 30 miles of the Police Department may, with the permission of the City Manager, use City vehicles to drive to and from work. Employees who elect to use City vehicles to drive to and from work must reimburse the City at the IRS mileage rate in effect at the time the vehicle is used. Employees must keep a mileage log and sign an agreement stating that they agree to have the mileage reimbursement deducted directly from their paycheck.

2.22 Reimbursement of Employee Expenses

The City reimburses employees for business expenses on the Friday following the first City Council meeting of each month. Employees who have expense accounts or who

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have incurred business expenses must submit required receipts and the appropriate form to the City Manager no later than the first (1st) of each month.

Employee expenses incurred as related to travel will be reimbursed in accordance with the guidelines set forth in the City's Travel Policy and Procedure. Employees can contact the City Manager to review the current Travel Policy and Procedure.

2.23 Bulletin Boards

The City maintains bulletin boards located at City workplaces. These bulletin boards are used to provide information to employees concerning various work-related topics.

Employees may not post items on City bulletin boards unless the following conditions are met:

1. Postings may be made by City employees only;
2. The information to be posted must first be approved by the City Manager;
3. Postings are limited to 8-1/2 x 11 inches in size; and
4. Postings are dated.

Bulletin boards will be updated every six months, including but not limited to, the removal of any employee postings more than six months old.

2.24 Conducting Personal Business

Employees are to conduct only City business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours for the City.

2.25 Housekeeping

All employees are expected to keep their work areas clean and organized. People 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.

2.26 Customer Relations

Employees are expected to be polite, courteous, prompt, and attentive to each other and those we serve. When an employee encounters an uncomfortable situation that they do not feel capable of handling, the City Manager should be called immediately.

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Ours is a service business and all of us must remember that City residents always come first. Taxpayers ultimately pay all of our wages. Remember, while the customer is not always right, we must be courteous.

Residents of the City are to be treated courteously and given proper attention at all times. Never regard a taxpayer's question or concern as an interruption or an annoyance. Employees must respond to inquiries 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.

The employee, through their conduct, must show their desire to assist the other person in obtaining the help they need. If the employee is unable to help, they should find someone who can.

All correspondence and documents, whether to residents or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates employees' commitment to those with whom the City business.

An employee should never argue with a taxpayer or other people on the job. If a problem develops, or if a person remains dissatisfied, the employee should ask their supervisor, the Department Head, or the City Manager to intervene.

2.27 Confidentiality

Each employee is responsible for safeguarding confidential information obtained during employment. In the course of work for the City, employees may have access to confidential information regarding the City, its suppliers, its taxpayers, or perhaps even fellow employees. Employees have 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. Access to confidential information should be on a "need-to-know" basis and must be authorized by a supervisor. Any breach of this policy will not be tolerated and legal action may be taken by the City.

2.28 News Media Contacts

Employees may be approached for interviews or comments by the news media. No employee may comment on City policy or decisions unless expressly authorized to do so by the City Manager.

2.29 Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help the City maintain a safe workplace, everyone must be safety-conscious at all time. Report all work-related injuries or illnesses immediately to a

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supervisor, the Department Head, or the City Manager. In compliance with California law, and to promote 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 Manager's office.

In compliance with Proposition 65, the City will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

2.30 Meal and Rest Periods

The City reserves the right to provide meal and rest periods to employees at its discretion based on operational needs.

1. Meal Periods

Non-exempt employees who work at least an eight-hour workday will be provided up to a one-hour uncompensated meal period. A 30-minute uncompensated meal period will be provided to non-exempt employees who work more than five hours, but less than eight hours during the workday. Employees are responsible for taking their meal period at a time designated by their supervisor. A meal period may not be used to cover tardiness or shorten the workday. Employees shall return, on time, as scheduled, from their meal period and must immediately notify their supervisor if they will be late.

Employees must obtain advanced approval from management to extend or advance their normal rest or meal period.

2. Rest Periods

A 15-minute paid rest period (not including restroom breaks) will be provided to non-exempt employees for each four-hour period of work. The rest period shall be taken at a time designated by the employee's supervisor. Rest periods may not be combined to shorten the workday or to extend the meal period, and may not be used to cover tardiness. Employees are expected to return, on time, as scheduled, from rest periods/breaks and to contact management immediately if they will be late.

3. Cleanup Time

Subject to the discretion of the supervisor, non-exempt employees may be provided with up to 15 minutes of cleanup time during the first 15 minutes of the employee's shift and/or the last 15 minutes of the shift to perform activities such as cleaning up a work area, putting away tools, personal wash up, and changing of clothes.

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SECTION 3

EMPLOYMENT, SELECTION, AND APPOINTMENT

3.01 Announcement

All examinations for classes in the competitive service shall be publicized by such methods as the City Manager deems appropriate. Special recruiting shall be conducted, if necessary, to ensure that all segments of the community are aware of the forthcoming examinations. The announcements shall specify the title and pay of the class for which the examination is announced; the nature of the work to be performed; preparation desirable for the performance of the work of the class; the manner of making application; and other pertinent information.

3.02 Application Form

Applications to the City shall be made as prescribed on the examination announcement. Application forms shall require information covering training, experience, education, and other pertinent information. All applications must be completed in full and signed by the person applying. Incomplete or unsigned applications are subject to rejection by the City.

3.03 Selection Criteria and Ineligibility or Disqualifications

A. Selection Techniques

The selection techniques that will be used for any particular position are solely within the discretion of the City Manager.

B. Grounds for Rejection of An Application for Employment

The City Manager may reject an application for employment with the City if the applicant:

1. Lacks of any of the requirements, certifications, or qualifications established for the position;
2. Is a current user of illegal drugs;
3. Has made false statements of any material fact, or practiced any deception or fraud on the application or declarations;
4. Has had their privilege to operate a motor vehicle in the State of California suspended or revoked if driving is required for the position sought;

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5. Failed to submit the employment application correctly or within the prescribed time limits;
6. Is physically or mentally unable to perform the essential functions of the job with or without reasonable accommodation;
7. Used or attempted to use political pressure or bribery to secure an advantage in the application process;
8. Directly or indirectly obtained confidential information regarding examinations;
9. Is a relative or romantic partner of an employee and is subject to the Employment of Relatives Policy in this Employee Handbook; or
10. For any material cause which in the judgment of the City Manager would render the applicant unsuitable for the position, including a prior resignation from the City, or a significant disciplinary action in a prior position.

C. Criminal Conduct – Ineligibility for Employment

Conviction, including pleas of guilty and no contest, of a felony shall be prima facie disqualification of an applicant for employment; provided, however that the City Manager may disregard such conviction if it is found and determined that mitigating circumstances exist. In making such determination, the City Manager shall consider the following factors:

1. The class, including sensitivity, to which the person is applying or being certified and whether the class is unrelated to the conviction;
2. The nature and seriousness of the offense resulting in the conviction;
3. The circumstances surrounding the conviction;
4. The length of time elapsed since the conviction;
5. The age of the person at the time of conviction;
6. The presence or absence of rehabilitations or effort at rehabilitation; and
7. Contributing social or environmental conditions.

An applicant for a peace officer position shall be disqualified, without right of appeal, from employment if the applicant has been convicted of a felony.

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3.04 Examination Process

The selection techniques used in the examination process shall be impartial and relate to those subjects which, in the opinion of the City Manager, fairly measure the relative capacities of the persons examined to execute the duties and responsibilities of the class to which they seek to be appointed. Examinations shall consist of selection techniques which will test fairly the qualifications of candidates such as, but not necessarily limited to, achievement and aptitude tests, other written tests, personal interview, performance tests, physical agility tests, psychological tests, successful completion of prescribed training, or any combination of these or other tests.

The probationary period shall be considered as a portion of the examination process.

Examinations shall be designed to provide equal opportunity to all candidates by being based on an analysis of the essential requirements of the class, covering only factors related to such requirements.

A. Promotional Examinations

Promotional examinations may be conducted whenever, in the opinion of the City Manager, the needs of the City require. Promotional examinations may include any of the selection techniques mentioned in this subsection, or any combination of them. Only regular or probationary employees who meet the requirements set forth in the promotional examination announcement may compete in promotional examinations.

B. Open-Competitive Examinations

Open-competitive examinations may be administered periodically for a single class as the needs of the City required. Names shall be placed on employment lists, and shall remain on such lists, as prescribed in subsection 3.05 of this Employee Handbook.

C. Conduct of Examinations

The City Manager may contract with any competent agency or individual for the preparing and/or administering of examinations. In the absence of such contract, the City Manager shall see that such duties are performed. The City Manager shall arrange for the use of public buildings and equipment for the conduct of examinations.

D. Scoring Examinations and Qualifying Scores

1. In the event that an examination is given as part of the selection process, a candidate's scores shall be the average of their scores on each competitive part of the examination, weighed as shown in the examination announcement. Failure in one part of the examination, or failure to meet established standards described in the job announcement, may be grounds

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for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of an examination.

2. The City Manager may, at their discretion, include as a part of the examination, tests which are qualifying only.

E. Notification of Examination Results and Review of Papers

Each candidate in an examination shall be given notice of the results thereof, and if successful, of the final earned score and/or rank on the employment list.

All candidates shall have the right to inspect their own test answer sheet within five working days after the service of notice of their examination results. Any error in computation, if called to the attention of the City Manager within this period, shall be corrected. Such corrections shall not, however, require invalidation of appointments previously made.

3.05 Employment Lists

A. Eligibility Lists

1. Preparation

Within a reasonable time after successful completion of all phases of the City's recruitment process the City Manager shall prepare and keep available an Eligibility List consisting of the names of applicants, in alphabetical order, who passed the subject open-competitive examination. This list shall become effective upon its certification by the City Manager. If there are less than three (3) names on the Eligibility List, the City Manager may declare the list void and fill the position(s) by any method permitted in this Employee Handbook, including, but not limited to, undertaking new recruiting or testing procedures.

2. Duration

Eligibility Lists may remain in effect for six months after the last administration of the examination, unless the list is exhausted, or unless the list is extended prior to expiration by the City Manager. The City Manager may extend any such list for additional periods, but in no event shall an Eligibility List remain in effect for more than one year.

B. Promotional Lists

Promotional lists shall remain in effect for one year, unless the list is exhausted or abolished by the City Manager.

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C. Re-Employment Lists

1. Employees who are demoted as a result of a layoff will have their names placed on appropriate Re-Employment Lists in order of seniority. Vacant positions within these employees' prior classifications and for which they are qualified will first be offered to employees on this list.
2. The names of probationary and regular employees who have been laid off may be placed on appropriate Re-Employment Lists in order of total continuous cumulative time served in probationary and regular status. Such names may remain on the list for one year unless such persons are rehired sooner.
3. When a Re-Employment List is to be used to fill vacancies, the City Manager shall certify on the top of such list the number of names equal the number of vacancies to be filled and shall appoint such persons to fill the vacancies. Any person who is selected from the list to fill the vacancy and refuses the assignment will be removed from the list without right of hearing, grievance, or appeal.

D. Removal of Names From Employment Lists

Persons may be removed from Eligibility or Promotional Lists for the following reasons:

1. The eligible person requests in writing that their name be removed;
2. The eligible person fails to respond to notices or other documents mailed to their last known address; or
3. A current City employee whose name is on a Promotional List resigns from City service.

It will be the responsibility of such persons to keep the City Manager informed of their current address and telephone number. Any such person whose name is removed from an Employment List shall be notified of the same by written notice mailed to their last known address.

3.06 The Filling of Vacancies

A. Method

1. If a class vacancy in the competitive service needs to be filled, the respective Department Head shall notify the City Manager as required by the City Manager and this Employee Handbook.

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2. If a Re-Employment List is not available for the vacant class, the City Manager shall have the right to decide whether to fill the vacancy by reinstatement, transfer, demotion, or appointment from an Eligibility or Promotional List certified by the City Manager as set forth in this Employee Handbook.
3. In the absence of acceptable persons eligible for appointment in the manner herein described, provisional appointments may be made in accordance with the Personnel Ordinance and this Employee Handbook.
4. The positions of Department Head, and those positions more senior than Department Heads, will normally be filled by direct appointment by the City Manager. The City Manager is appointed by the City Council.
5. Nothing in this Employee Handbook shall require the City Manager to fill any vacancy in the competitive service which may occur. The City Manager has the discretion to recommend to the City Council that a vacant position be eliminated. The City Manager may also recommend to the City Council that an alternative position or positions be created in place and instead of the vacant position. However, nothing within this Employee Handbook shall require the City to replace any vacant position with any alternative position or positions.

B. Certification of Eligibility or Promotional Lists

If it is not possible to fill the class vacancy by Re-Employment or the City Manager does not consider it in the City's best interest to fill the class vacancy by reinstatement, transfer, or demotion, certifications shall be made from an appropriate Employment List, provided eligible applicants are available.

When the City Manager requests a vacancy be filled by appointment from an Eligibility or Promotional List, they should certify from the specified list the names of all individuals willing to accept appointment. Whenever there are fewer than three individuals willing to accept appointment from an Eligibility or Promotional List, the City Manager may make an appointment from among such eligible applicants or may decide to establish a new list. If the City Manager decides to establish a new Employment list, a new examination shall be held in accordance with this Employee Handbook.

C. Appointment From Certified Employment List

The City Manager shall make appointments from among the top three candidates on the relevant certified Employment List. The person accepting appointment shall report to the City Manager or the City Manager's designated representative for processing on or before the date of appointment. If the applicant accepts the appointment and reports for duty within such period of time as the City Manager shall prescribe, the applicant shall

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be deemed to be appointed; otherwise, such individual shall be deemed to have declined the appointment.

D. Provisional Appointments

In the absence of individuals eligible or willing to accept appointment from any of the Employment Lists, a provisional appointment may be made by the City Manager. The person who is provisionally appointed to fill the class vacancy shall meet the training and experience requirements for the position.

Provisional appointments may be made during the period of suspension of any employee or pending final action on proceedings to review suspension, demotion, or discharge of an employee.

Provisional appointments may also be made under other circumstances that the City Manager deems to be for the good of the City's competitive service.

A provisional appointee may be removed at any time without rights to any grievance, hearing, or appeal.

A provisional appointee shall accrue the same benefits as probationary employees. If a provisional appointee is selected for a full-time position with the City, the time served as a provisional appointee shall be counted as time toward the fulfillment of the required probationary period.

3.07 Employment of Relatives and Romantic Partners

For the purposes of this subsection, "relatives" shall mean children, siblings, parents, in-laws, and step-relatives, and "romantic partner" shall mean two people who are legally married, two people who are registered domestic partners, as that term is defined by California Law, Family Code section 297 et seq., or two people who are cohabitating in a romantic relationship.

Any romantic partner or relative of any City Councilmember or Department Head shall not be appointed to any position, whether full or part-time on the City payroll. Appointments to commissions, committees, and boards are excluded from this section.

Any romantic partner or relative of any full-time or permanent part-time employee shall not be appointed to any position, whether full-time or part time, in the same Department in which the related employee works.

Any romantic partnership formed in violation of this section shall result in the resignation, termination, or transfer of one of the romantic partners. The choice as to which of the romantic partners shall resign, be terminated, or be transferred shall be made by the romantic partners. Notwithstanding any provision in this Employee

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Handbook, any such resignation, termination, or transfer is not considered to be disciplinary and is not subject to any grievance, hearing or appeal.

3.08 Minimum Employment Age

All persons who are selected for regular or provisional employment by the City must be at least 18 years of age. All persons who are selected for temporary employment by the City must be at least 15 years of age. Applicants may be asked to provide proof of age. Persons employed under the age of 18 must provide a valid work permit and may not be assigned to hazardous duties as defined by state and federal law.

3.09 Fitness For Duty Examinations

After a conditional offer of employment has been extended to an applicant, the City may, in compliance with all applicable laws, require the applicant to submit to a fitness for duty examination prior to conferring appointment, as set out in subsection 8.04 of this Employee Handbook.

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SECTION 4

TRANSFER, PROMOTION, AND REINSTATEMENT

4.01 Transfer

No person shall be transferred to a position for which that person does not possess the minimum qualifications. Upon approval by the City Manager, an employee may be transferred at any time from one position to another position in a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties, and requires substantially the same basic qualifications.

If the transfer involves a change from one class to another, Department Heads must consent thereto unless the City Manager provides otherwise. Transfer shall not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided in the Personnel Ordinance or this Employee Handbook.

4.02 Promotion

Insofar as consistent with the best interest of the City all vacancies in the competitive service shall be filled by promotion from within the competitive service, after a promotional examination has been given and a Promotional List established.

If, in the opinion of the City Manager, it is in the best interests of the City, a vacancy in the position may be filled by an open competitive examination instead of promotional examination, the City Manager shall arrange for an open-competitive examination and for the preparation and certification of an Eligibility List.

4.03 Reinstatement

With the approval of the City Manager, any employee who has completed at least six months of service and who has resigned with a good record may be reinstated within six months of the effective date of resignation, to a vacant position in the same or comparable class. Upon reinstatement, the employee shall be subject to the probationary period prescribed for the class.

The break in service time will be deducted from the employee's original service date for purposes of the following:

1. Seniority date.
2. Vacation accrual.
3. Sick leave accrual.

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4. Retirement.

Employees whose break in service is less than the required waiting period for health benefits will be reinstated into the health benefit plan in which they were enrolled prior to their resignation, so long as such reinstatement is not in conflict with applicable contract(s) the City has with its benefits providers.

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SECTION 5

PERFORMANCE EVALUATIONS, PROBATIONARY PERIOD, AND SENIORITY

5.01 Performance Evaluations

A. Policy

It is the policy of the City that regular reports be made as to the efficiency, competency, conduct, and merit of its employees. To this end, it is declared to be the responsibility of the City Manager, the Department Heads, and their subordinate supervisors that these reports be made. It is also declared that it is the responsibility of the City Manager to provide and prescribe the forms and procedures to be used in such reports of performance and to assist in the training of supervisory personnel of the City so that the program of performance reporting will be carried on in a sound and effective manner.

B. Schedule

1. Probationary Employees

Performance evaluation reports shall be prepared and a copy submitted to the City Manager every six months for probationary employees. The City reserves the right to conduct performance evaluations on a more frequent basis during the probationary period.

2. Regular Employees

Each year a performance evaluation report for regular employees shall be prepared within 30 days prior to the employee's anniversary date. A copy shall be submitted to the City Manager.

In addition, a supplemental evaluation may be prepared at any time at the discretion of the employee's supervisor.

C. Authority to Make Reports

The City Manager shall have the authority to make reports of performance, however, they may delegate such authority to subordinate supervisors who are most familiar with the work of the employee to be evaluated. The City Manager shall review and approve all performance evaluations of personnel under their supervision.

D. Review with Employee

Each performance evaluation shall be thoroughly discussed with the employee to point out areas of successful performance and areas that need improvement. The employee

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shall also be encouraged to comment regarding their work performance, either in a written statement attached to the report or orally. The employee shall sign the performance report to acknowledge that they are aware of its contents and has discussed the report with the evaluator. The employee's signature does not necessarily mean that they fully agree with the content of the report.

E. Distribution of Reports

Reports shall be prepared and a copy shall be given to the employee. The reports shall also be placed in the subject Department's file, and provided to the City Manager for retention in the employee's personnel file.

F. Effects of Improvement Needed or Unsatisfactory Ratings

Any employee who receives an overall "unsatisfactory" or "improvement needed" rating will not be eligible to participate in any promotional examination until a satisfactory rating is established.

An overall "unsatisfactory" rating shall result in the withholding of any step increases for which the employee may be eligible.

An overall "improvement needed" rating may result in withholding any step increase upon the recommendation of the City Manager.

When an employee receives an overall "improvement needed" or "unsatisfactory" rating, they shall be re-evaluated within three months to document performance. If the employee's performance has improved to such an extent that the City Manager believes it is justified to grant the employee a step increase that was previously withheld, the improvement shall be indicated on the report and the City Manager may specifically recommend the restoration of any step increase which had been withheld, effective the first day of the pay period following the date of the report. The employee's salary anniversary date shall thereafter be the date of the increase.

5.02 Probationary Period

A. Regular Appointment Following Probationary Period

All original and promotional appointments shall be tentative and subject to a probationary period of not less than six months of actual service to be determined for each class by the City Manager. The City Manager may extend such probationary period up to six additional months. The City Manager shall notify the subject probationary employee, two weeks prior to the termination of any probationary period. If the service of the probationary employee has been satisfactory to the City Manager, then they shall file a statement in writing to such effect and stating that the retention of such employee in the service is recommended. If such a statement is not filed, the employee will be deemed to be unsatisfactory and their employment terminated at the

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expiration of the probationary period. Where a statement of satisfactory service has not been filed notice of the termination shall be served on the terminated employee by the City Manager after the expiration of the probationary period.

B. Objective of Probationary Period

The probationary period shall be regarded as a part of the selection process. It is a time during which the City determines whether work performance or work-related behavior meets the required standards of the position. Completion of the probation period does not entitle an employee to remain employed by the City for any definite period of time and does not alter the employee's at-will employment status to be terminated with or without cause and with or without advance notice at any time by the employee or the City.

C. Rejection of Probationary Employee

During the probationary period, an employee may be rejected at any time by the City Manager. Notification of rejection by the City Manager shall be served on the subject probationary employee.

D. Rejection Following Promotion

Any employee rejected during the probationary period following a promotional appointment, or at the conclusion of such probationary period by reason of failure of the City Manager to file a statement that the employee's services have been satisfactory, shall be reinstated to the position from which the employee was promoted in the manner provided in the Personnel Ordinance and this Employee Handbook for positions in the competitive service. If there is no vacancy in such position, the employee may request to be placed on a Re-Employment List.

5.03 Seniority

A. Qualification

1. A probationary employee shall have no seniority until the employee has completed their probationary period. Upon completion of the probationary period, the employee will acquire seniority from the date of hire.
2. Whenever more than one person is appointed to the same class on the same day, the seniority of each individual will be equal.

B. Loss of Seniority

Seniority shall not be broken by vacations, sick time, any authorized leave of absence, or call to military service.

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All seniority rights shall be lost by an employee if they:

1. Leave City service;
2. Are terminated;
3. Do not return to work when being recalled after a layoff; or
4. Are laid off for one year without being recalled.

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SECTION 6

CLASSIFICATION

6.01 Preparation of Plan

The City will create a classification plan of employee positions. Once the classification plan is created and approved by the City Council, this Section will become operative.

All positions in the City competitive service shall be grouped into classes. Each class shall include those positions substantially similar in duties, authority, and character of work to require similar standards of education, experience, abilities, and personal traits. The specifications shall include, but not limited to, a list of typical duties and a statement of the minimum qualifications required for appointment.

6.02 Administration and Maintenance of Classification Plan

The City Manager or their delegate shall be responsible for the administration and maintenance of the Classification Plan. At least annually, the City Manager shall direct a review of the existing Classification Plan to ensure that it is effectively maintained and that it reflects any significant changes in duties and responsibilities of positions. Such a review may involve only selected classes or the entire Classification Plan.

6.03 Reclassification

Positions, the assigned duties of which have been materially changed by the City so as to necessitate reclassification, whether new or already created, shall be reclassified by the City Manager to a more appropriate class. Reclassifications shall become effective after approval of the City Manager.

6.04 Interpretation of Job Descriptions

Job descriptions are intended to be descriptive and explanatory and not restrictive. They should not be construed as limiting the assignment of duties and responsibilities to any position or modifying the power of any Department Head to assign, direct, and control the work of employees under their supervision. The use of a particular illustration as to duties should not be interpreted to exclude others not mentioned, nor shall any specific omission necessarily mean that such duty is not included.

6.05 Pay Schedule Conformance

No position shall be assigned a salary not in conformance with the pay schedule found in the compensation plan unless the pay schedule for the position is amended with the approval of the City Council.

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SECTION 7

COMPENSATION

7.01 Administration and Review of the Compensation Plan

From time to time, the City Manager may recommend to the City Council an appropriate salary range for each class. When the salary range for a class is changed by the City Council, all employees whose positions are affected shall be adjusted to the corresponding salary step in the new range, unless an alternate agreement is reached.

7.02 Compensation Plan Steps

The basic salary range for all classifications shall consist of salary steps ranging from A to F.

A. Step Increases

Step increases are not automatic, but are merit-based and shall be granted for continued improvement and increased service value of an employee, and other pertinent factors as determined by the employee's Department Head and the City Manager. Step increases shall be made only upon the recommendation of the Department Head concerned, approval of the City Manager, and only where the City budget allows for compensation increases.

Nothing herein prohibits the granting of a step increase to an employee at any time. No step increase shall be made so as to exceed any maximum rate established in the Classification and Compensation Plan for the class to which the employee's position is assigned.

1. Salary Step A shall be paid at initial employment and may be paid after six months of employment in ranges having an entry-level step, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon recommendation of the Department Head, approval of the City Manager, and only where the City budget allows for compensation increases.
2. Salary Step B may be paid after six months at Salary Step A or after one year at Salary Step A, in ranges having an entry level step where the employee has demonstrated satisfactory job progress, and normally increasing productivity and upon recommendation of the Department Head, approval of the City Manager , and only where the City budget allows for compensation increases.
3. Salary Step C may be paid upon completion of one year of employment in Salary Step B where the employee has demonstrated satisfactory job

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progress and productivity and upon recommendation of the Department Head, approval of the City Manager, and only where the City budget allows for compensation increases.

4. Salary Step D may be paid upon completion of one year of employment in Salary Step C where the employee has demonstrated satisfactory job progress and productivity and upon recommendation of the Department Head, approval of the City Manager, and only where the City budget allows for compensation increases.
5. Salary Step E may be paid upon completion of one year of employment in Salary Step D where the employee has demonstrated satisfactory job progress and productivity and upon the recommendation of the Department Head, approval of the City Manager, and only where the City budget allows for compensation increases.
6. Salary Step F may be paid upon completion of one year of employment in Salary Step E where the employee has demonstrated satisfactory job progress and productivity and upon the recommendation of the Department Head, approval of the City Manager, and only where the City budget allows for compensation increases.

B. Special Salary Adjustments

A Department Head may recommend to raise a regular employee to a higher range than their base range in recognition of meritorious service, advanced education beyond the requirements of the position they hold, and other extraordinary attributes related to their public service. Such increased compensation is subject to the approval of the City Manager and the availability of budgeted monies.

C. City Manager Discretion

In any case where rigid adherence to the foregoing principles related to salary adjustment would cause a manifest injustice, the City Manager, on recommendation of the Department Head, may make such order relating thereto as in its discretion is proper.

7.03 Application of Salary Ranges and Plan Steps

A. Appointment

Initial appointments shall normally be at the first step of the appropriate salary range. The City Manager may, at their sole discretion, make an appointment to a position at an appropriate higher salary step when it is difficult to acquire qualified personnel at the starting salary, or when the education or experience of a proposed employee justifies a beginning salary in excess of the first salary step.

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B. Promotion

Any employee who is promoted to a position in a class with a higher salary range shall be placed on the step in the new higher range which is at least equal to an advancement of a full step over the step he held in his former range in the basic salary schedule. An employee thus promoted is therefor assigned to a new salary anniversary date effective on the date of promotion. An employee who, on their salary anniversary date, is promoted to a class with a higher salary range shall first receive any within range increase to which they are entitled, and then the higher step as provided in this section.

C. Transfer

Any employee who is transferred from one position to another position in the same class, or to another position in the same class, or to another position in a class having the same salary range, shall be compensated at the same step in the salary range as they previously received and their salary anniversary date shall not change.

D. Re-Employment

An employee re-employed at any step above Step "A" may be advanced to the next higher step in their range no sooner than one year from the anniversary date of their re-employment.

E. Permanent Part-Time Employees

Permanent part-time employees shall be paid the hourly equivalent of the monthly salary paid to a full-time employee in the classification to which they are assigned. After completing the number of hours in each step that is equivalent to employment at 40-hours per week, a permanent part-time employee may be eligible to advance to the next step in the salary range for the class to which they are assigned. For example, a part-time employee that works 20-hours per week in Step B may advance to Step C after two years, subject to satisfactory job progress and productivity and upon recommendation of the Department Head and approval of the City Manager.

F. Temporary Employees

Temporary employees shall be paid an hourly rate, established by the City Manager, appropriate for the work to be performed and within the amounts budgeted for temporary employee salaries.

G. Demotion

Any employee who is demoted to a position in a class with a lower salary range shall have their salary reduced to the salary step in the range for the lower class which is:

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1. If a disciplinary demotion, to any designated salary step in the lower range which is at least one step less than that received in the salary range for the class from which demoted. A new anniversary date shall be established on the basis of the demotion.
2. If a non-disciplinary demotion, to that salary in the dollar amount they would have received in that lower class if their services had been continuous in said lower class. They shall retain their current anniversary date.

H. Reinstatement

An employee who resigned in good standing may, within six months of their resignation, and upon recommendation of the City Manager, be reinstated in a position in the class in which they had previously served. Upon such reinstatement, their compensation shall be not more than that paid at the step in the salary range they received prior to their separation and their anniversary date shall be based upon the date of reinstatement.

I. Compensation on Change in Range Assignment

Whenever a class is reassigned to either a higher or lower salary range by the City Council, the salary of each incumbent in such class on the date the reassignment is effective shall be adjusted to the step in the new range that corresponds to the step they were receiving in the former range and they shall retain the same salary anniversary date. When a salary range reassignment becomes effective on the same date as an employee's salary anniversary date, they shall first receive any salary range increase to which they are entitled and then receive the corresponding step adjustment.

J. Compensation on Position Reclassification

The salary of an employee in a position that is reclassified shall be determined as follows:

1. If the position is reclassified to a class with the same salary range as the previous class and if the incumbent is appointed to the reclassified position, the salary rate and the salary anniversary date of the employee shall not change. This provision shall also apply to a change of class title.
2. If the position is reclassified to a class with a higher salary range than the previous class, and if the incumbent is appointed to the reclassified position, then the salary of such employee shall be governed by subsection 7.03(B) above.
3. If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, their salary shall not change. If their salary is greater than the maximum step

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of the lower salary range, their salary shall be “Y” rated until such time as any general cost-of-living increase, inequity adjustment, or other salary increase results in a monthly salary appropriate for the class. The employee’s salary anniversary date shall not change and they shall not be required to serve a new probationary period.

7.04 Compensation For Working on Holidays

Employees who work on a shift basis and who are required to work on a holiday shall be paid at the rate of time-and-one-half the hourly equivalent of their salary. The previous sentence does not apply to employees working in positions requiring 24-hour coverage and who are required to work without regard to holidays.

Employees working in positions requiring 24-hour coverage and who are required to work without regard to holidays will receive holiday pay for each observed City holiday, regardless of whether they are assigned to work on the holiday. These employees will not receive time-and-one-half for working on a holiday.

7.05 FLSA Work Periods

A. Non-Sworn City Employees

Pursuant to the federal Fair Labor Standards Act (“FLSA”), the City has established a seven-day work period that begins on Sunday 12:01 a.m. through Saturday midnight.

B. Sworn Police Department Employees

Pursuant to Section 7(k) of the FLSA, the City has established a 14-day, 86-hour work period for nonexempt sworn police Department employees.

C. Alternate Work Schedules

1. Rules Governing Alternate Work Schedules

The City may operate alternate work schedules which include, but are not limited to, variable daily work hours, flex time, adjusted weekly work schedules, 9/80 and/or 4/10. Any alternate work schedule contemplated under this section by its nature shall not constitute, nor create, overtime, except where required by law under the FLSA. If the City institutes an alternate work schedule which modifies the standard work periods noted above, the City will notify affected employees of any changes to their FLSA work period accordingly. An employee working an alternative weekly work schedule will not be allowed to take an additional day-off or change their flex day.

Employees may request an alternate work schedule which will first be considered by the Department Head. Should the Department Head determine that such

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alternate work schedule is feasible as recommended and does not adversely affect Departmental operations, such proposal may be forwarded to the City Manager for consideration. Upon approval or modification by the City Manager, such alternate work schedule may be initiated.

Upon recommendation of the Department Manager to the City Manager, such alternate work schedules may be terminated or modified. The employee shall be given five work days prior notice of the cancellation or modification of an alternate work schedule. Extensions not to exceed five days may be granted with City Manager approval. The City Manager reserves the sole authority to terminate or modify alternate work schedules.

2. Employees Working a 9/80 Schedule

For employees assigned to a 9/80 schedule, the schedule shall be as follows:

Employees will work four consecutive workdays of nine hours each week Monday through Thursday, and one workday of eight hours every other Friday with a corresponding day off on Friday in the following week.

For employees working the 9/80 work schedule, each employee's designated FLSA seven-day workweek (168 hours in length) shall begin exactly four hours after the start time of their eight hour shift on the day of the week that corresponds with the employee's alternating regular day off, which for City employees is Friday. Employees shall not be permitted to change their regular day off or flex days.

3. Holiday Pay for Employees Working a 9/80 Schedule

Employees working on a 9/80 schedule will be compensated as follows: If a holiday falls on a day the employee is scheduled to work, the employee will receive the same number of paid hours the employee would have received for the regularly scheduled work day. For example, if the holiday falls on a Tuesday when the employee is schedule to work nine hours, the employee will receive nine hours of holiday pay. If the holiday falls on a Friday, the employee will receive eight hours of holiday pay.

If the holiday falls on a day the employee is not scheduled to work, the holiday will bump backward or forward on the same basis as other employees. For example, if the holiday falls on a Saturday, and other City employees will observe the holiday on Friday, employees on a 9/80 will also observe the holiday on Friday. If that Friday is the employee's flex day, the employee will receive eight hours of holiday pay. If it is the employee's day off, the holiday will be observed on Thursday, and, if the employee is scheduled to work nine hours on Thursday, the employee will receive nine hours of holiday pay.

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7.06 Overtime

A. Prior Approval Required

Except as otherwise provided in this Employee Handbook, overtime shall only be worked at the request of the Department Head. Working overtime without advance approval is grounds for discipline. Overtime-eligible employees who are directed to work overtime must do so.

If the employee is part of the Police Department shift personnel, any overtime must be approved by the Police Chief or their designee.

B. Computation and Compensation

1. Non-Exempt Employees (Except Sworn Police Department Employees)

Non-exempt employees other than sworn employees in the Police Department shall be compensated at the rate of time-and-one half for all hours in excess of 40 hours actually worked in any seven-day work cycle. Holidays shall count as hours actually worked for purposes of determining eligibility for overtime.

2. Non-Exempt Sworn Police Department Employees

Non-exempt sworn employees in the Police Department shall receive compensation at the rate of time and one-half for all hours worked in excess of 84 hours in any 14-day work cycle.

3. Exempt Employees

Management and other exempt employees are not eligible for overtime compensation.

C. Compensatory Time Off

Employees who work overtime can accrue compensatory time off ("CTO") in lieu of cash overtime only at the approval of the Department Head in advance.

For those non-exempt employees who are eligible to receive earned overtime in the form of CTO, the maximum allowable hours that may be contained in an employee's compensatory time off bank is 40 hours. Once per fiscal year, employees with compensatory time off accruals can cash out compensatory time off upon approval of the City Manager or their designee. Accrued and unused compensatory time off will be paid out upon separation of employment.

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7.07 Appointment to an Acting Position or Out of Class Assignment

The Department Head or the City Manager may assign a regular employee to serve temporarily in an out of class assignment or acting position to perform duties of a higher classification than that which they are regularly employed. Any appointment to an out of class assignment or acting position must be done in writing.

A. Out of Class Pay

To be eligible for the additional compensation, the employee must first work full shifts for 10 consecutive workdays in the higher class within any 30-day period. Once this qualification is satisfied, no additional requalification will be required.

1. Temporary assignments out of class shall be recorded only in full-shift units. An employee working out of class for less than one full shift will not be credited with working out of class service time.
2. To qualify for out-of-class pay, an employee must be assuming substantially the full range of duties and responsibilities of the higher-level position.
3. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class.
4. An employee who has qualified under these provisions will be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class after 10 days have been completed. In the event of overlapping salary ranges, a one step differential shall be paid for out of class assignments. The higher rate of pay shall be used in computing overtime when authorized overtime is served in a non-exempt, out of class work assignment. The overtime rate shall be the rate established by the overtime regulations that apply to the higher class.
5. Time worked in an out-of-class assignment shall not earn credits toward seniority or the completion of probationary requirements in the higher class and does not change the employee's FLSA exemption.

B. Acting Pay

1. Employees who are assigned to and actually perform the duties of a position with a higher salary classification than that in which they are regularly employed will receive the compensation specified for the position to which they are assigned, if performing the duties thereof for a period of 15 or more consecutive workdays.

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2. The increased compensation will be at such step within the higher class as will accord such employee an increase of at least five percent over their current regular compensation.
3. Time worked in an acting position shall not earn credits toward seniority or the completion of probationary requirements in the higher class and does not change the employee's FLSA exemption.

7.08 Reduced Salary for Exempt Employees

Salaried exempt employees will receive their salary for any week in which they perform any work. For purposes of this salary pay policy, a week is Sunday 12:01 a.m. through Saturday midnight. An exempt employee will receive their full salary for any week in which the employee does any work, subject to the following rules:

1. An exempt employee's salary may be reduced for complete days of absence due to vacation or personal business if such absences occur before the employee's sick leave or vacation benefits accrue or after they are exhausted;
2. An exempt employee's salary may be reduced for partial weeks worked in the first week and final week of work;
3. Employees with absences of more than two hours in any work day during their scheduled working hours will be required to use accrued leave; and
4. Penalties for violations of major safety rules may be deducted from an exempt employee's salary.

This salary pay policy is intended to comply with applicable salary pay requirements of the FLSA and related state law, and shall be construed in accordance with those laws where relevant. Employees are encouraged to direct any questions concerning their salary pay plan to the City Manager immediately so that any inadvertent error can be corrected.

7.09 Call-Back Pay

When an employee is required to return to work or report to work when they are not scheduled to work, the employee will receive a minimum of two hours of pay at time and one-half their equivalent hourly rate. In the event an employee is required to work more than two hours, the employee will be paid for actual time worked at time and one-half their equivalent hourly rate.

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7.10 Specialty Pay and Stipends

Eligible employees designated by the City will receive the following monthly stipends. The stipend will be paid on the first paycheck of the month.

A. General

1. Notary \$30.00

Employees who are designated by the City to exercise notary functions will be required to take the California Notary Public Examination. After successfully completing the examination, the employee will receive the stipend. The City will pay the cost of the examination.

2. Bilingual \$30.00

Employees who are designated by the City to use bilingual interpreting skills will receive a bilingual stipend. Designated employees will be required to pass a written and oral test provided by the City in order to receive the stipend.

3. Treasurer \$50.00

Employees designated by the City as the Treasurer will receive the stipend. Employees may be required to take an examination as determined by the City.

4. Bachelor's Degree \$20.00

Employees possessing a bachelor's degree from an accredited university will receive the stipend.

5. Master's Degree \$40.00

Employees possessing a master's degree from an accredited university will receive the stipend. Employees receiving this stipend will not receive the bachelor's degree stipend.

B. Public Safety

1. Corporal \$60.00

When the City determines that a Corporal position is available, officers may take a written test, and participate in an oral review conducted by a review board. In order to qualify to compete for the position, the applicant must have successfully completed probation with our department and have a minimum of three years of experience as a full-time police officer with a California POST-accredited police agency. The applicant must have the ability to understand and

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carry out oral and written instructions; ability to develop skill in the use of firearms; ability to react quickly and calmly in emergencies; ability to obtain and verify information through telephone contacts and interviews; possess a valid California driver's license; and possess a basic POST Certificate.

2. Field Training Officer ("FTO") \$50.00

The FTO will be designated by the Police Chief. The FTO must successfully pass testing including a passing an oral examination by a review board. The FTO position requires two years of experience. In order to be eligible for the stipend, the FTO must train officers for a minimum of seven days in each month.

3. K-9 Officer \$40.00

When a K-9 position is available, officers will be able to apply for the position by taking a test and passing an oral review board. The K-9 position requires the assigned officer to take responsibility for the K-9 dog at all times. The Officer must live within a 25-mile driving radius of the city so they can respond in a timely manner if called to do so when not on a scheduled duty shift. The officer must also bathe, feed, and house the dog in a kennel area at their residence. The officer and the dog attend training for liability and continued/consistent training reasons.

4. Intermediate POST Certificate \$30.00

Police officers who possess an Intermediate POST Certificate will receive the stipend.

5. Advanced POST Certificate \$35.00

Police officers who possess an Advanced POST Certificate will receive the stipend. Public safety officers receiving the Advanced POST Certificate pay will not receive the Intermediate POST Certificate pay.

C. Public Works

Certification pay for Wastewater and Water Treatment:

Grade 1 (Water Treatment-Distribution/Wastewater)-\$25.00

Grade 2 (Water Treatment-Distribution/Wastewater)-Added \$25.00 = \$50.00 Total

Grade 3 (Water Treatment-Distribution/Wastewater)-Added \$25.00 = \$75.00 Total

Grade 4 (Water Treatment-Distribution/Wastewater)-Added \$25.00 = \$100.00 Total

Grade 5 (Water Treatment-Distribution/Wastewater)-Added \$25.00 = \$125.00 Total

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All employees working at the Waste Water Treatment Plant or in the Water Department that obtain a valid certificate from the State of California will receive this stipend. The employee will be reimbursed the cost of obtaining the certification upon successfully passing the State of California test. No reimbursement will be given if the employee does not pass the test.

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SECTION 8

GENERAL EMPLOYMENT POLICIES

8.01 Attendance

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All Departments shall keep daily attendance records of employees which shall be reported to the City Manager in the form and on the dates they shall specify. Failure on the part of an employee, absent without leave, to return to duty within 24 hours after notice to return shall be cause for discharge, pursuant to this Employee Handbook. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of address, shall be reasonable notice.

If an employee is unable to report to work on any particular day, they must under all but the most extenuating circumstances call their supervisor at least one hour before the time they are scheduled to begin working for that day. If they call less than one hour before their scheduled time to begin work and do not arrive on time for their assigned shift, they will be considered tardy for that day.

In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisor of the expected duration of any absence. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated. The City defines excessive absenteeism as more than three unexcused absences in any three-month period. (Excused absences include authorized vacation leave, sick leave, family leave, kin care leave, disability leave, etc.)

If an employee fails to report for work without any notification to their supervisor and their absence continues for a period of three days, the City will consider that they have abandoned their employment.

8.02 Hours of Work

Daily hours of work (or shifts) for employees within Departments shall be assigned by Department Heads, as required to meet the operational requirements of said Department.

No authorization may be made for an employee to work less than their scheduled workweek without direct proportionate decrease in compensation.

A foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be cleared through the office of the City Manager, and such absences shall be noted on the employee's time sheet.

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8.03 Exceptions to Standard Hours of Work

The City Manager is hereby authorized to designate other work periods and working hours for employees when, in their sole discretion, the best interest of the City may be served by such adjustment.

8.04 Fitness For Duty Examinations

A. Conditional Offer of Employment Examinations

After a conditional offer of employment has been extended to an applicant, the City may, in compliance with all applicable laws, require the applicant to submit to a fitness for duty examination prior to conferring appointment.

B. Current Employee Examinations

The City Manager may require an employee to submit to a fitness for duty examination to determine if the employee is able to perform the essential functions of their job when: 1) the employee appears to be unable to perform or has difficulty performing one or more essential functions of their job; and 2) there is reason to question the employee's ability to safely or efficiently complete work duties.

C. Role of Health Care Provider

A City-selected health care provider will examine the employee at City expense. 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 employee's job. The health care provider will examine the employee and provide the City with non-confidential information regarding whether: 1) the employee is fit to perform essential job functions; and 2) 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, 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.

D. 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.

E. Medical Information from the Employee's Health Care Provider

An employee may submit confidential medical information to the City from their personal health care provider. If the employee provides written authorization, the City Manager will submit the information that the employee provides to the City-paid health

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care provider who conducts the examination. If this information is submitted after a fitness for duty assessment is made, the City Manager will request that the City-paid health care provider determine whether the information alters the original assessment.

F. Interactive Process Discussion

After receipt of both the health care provider's fitness for duty report, and the analysis of the employee's personal health care information (if any) the City Manager will arrange for a discussion or discussions, in person or via conference telephone call, with the employee and their representatives, (if any). The purpose of the discussions will be in good faith to fully discuss all feasible potential reasonable accommodations. During the discussions, the City Manager will also discuss, if relevant, alternate available jobs for which the employee is qualified, or whether the employee qualifies for disability retirement or family and medical care leave.

G. Determination

After the discussions, the City Manager will review the information received, and determine if there is a reasonable accommodation that would enable the employee to perform essential job functions, or if the accommodations would pose an undue hardship on City finances or operations. The City Manager will inform the employee of their determination. The City Manager will use their discretion based upon the particular facts of each case.

8.05 Personnel Records

The City Manager shall maintain a personnel file for each employee who is part of the City's competitive service. This personnel file shall include records regarding the employee's name, title of position held, the Department to which assigned, salary, changes in employment status, and such other information as may be considered pertinent by the City Manager. Personnel files are City property, and access to the information they contain is restricted.

A. Inspection by Employee

An employee may inspect their personnel file at reasonable times and at reasonable intervals. An employee who wishes to review their file should contact the City Manager's office to arrange an appointment. The review must be done in the presence of an employee of the City Manager's office or designee. The employee will have access to all contents of the file except: (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 the employee's employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination. An employee must initial and indicate the date they reviewed the file, with such information to be recorded on the upper left-hand side of the personnel file folder. On request, an employee is entitled to receive a copy of any employment-related

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document they have signed. An employee who wishes to receive such a copy should contact the City Manager's Office.

B. Inspection by Third Party

In the event an employee wishes to have another person/representative inspect their personnel file, the employee must provide the person/representative with written authorization. The City Manager's Office will notify the employee of the date, time, and place of the inspection in writing. It is the employee's responsibility to notify the person to whom the employee has given written authorization of the date, time, and place of the inspection. Under no circumstances is the employee and/or the employee's designee permitted to add or remove any document or other item from the employee's personnel file during the inspection.

8.06 Change of Status Report

Every appointment, transfer, promotion, demotion, change of salary rate, or any other temporary or permanent change in status of employees shall be reported to the City Manager in such manner as he may prescribe.

8.07 Employee References

All requests for references must be directed to the City Manager. No other manager, supervisor, or employee is authorized to release references for current or former employees. It is the City's policy to disclose only the dates of employment and the title of the last position held by former employees. If an employee submits a written request to the City Manager authorizing the City to release to prospective employers the amount of salary or wage the employee last earned, the City will provide such information.

8.08 Inclement Weather/Natural Disasters

In the event of severe weather or a natural disaster that prevents employees from safely traveling to and from work, the following leave policies will apply:

A. Inclement Weather

Inclement weather conditions that may excuse absence from work include: fog, snow, road closure, announced avalanche danger, whiteout, heavy rain, and severe flooding. If weather conditions prevent an employee from safely traveling to work they must notify the City Manager by phone, if telephone service is functional, or by any other available means.

B. Natural Disasters

In the event of a natural disaster such as earthquake, fire, or explosion, City offices may be closed if a City building is damaged or highways leading to City offices are damaged.

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For instructions on reporting to another location, contact the City office immediately, if possible, or the City Manager.

8.09 Open-Door Policy

Suggestions for improving the City are always welcome. At some time, employees may have a complaint, suggestion, or question about their job, their working conditions, or the treatment they are receiving. Employees' good-faith complaints, questions, and suggestions also are of concern to the City. The City asks employees to first discuss their concerns with their supervisor, following these steps:

1. Within a week of the occurrence, the employee should bring the situation to the attention of their immediate supervisor, who will then investigate and provide a solution or explanation.
2. If the problem persists, the employee may describe it in writing and present it to the City Manager, who will investigate and provide a solution or explanation. The City encourages employees to bring the matters to the City Manager as soon as possible after the employee believes their immediate supervisor has failed to resolve it.
3. If the problem is not resolved, the employee may present the problem in writing to the City Council, who will attempt to reach a final resolution, as specified in Rule XIV of Resolution 875.

This procedure does not guarantee that every problem will be resolved to the employee's satisfaction. However, the City values employees' observations and employees should feel free to raise issues of concern, in good faith, without fear of retaliation.

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SECTION 9

EMPLOYEE BENEFITS

9.01 Vacation Leave

The City's policy for paid vacation leave is set forth below.

A. Vacation Accrual

Regular full-time employees accrue paid vacation leave in accordance with the following policy:

Fewer than 6 months:	No accrual;
6-12 months:	5 days (or one times the number of hours in the basic workweek if less than 40 hours per week);
12 months-4 years:	10 days per year (or two times the number of hours in the basic workweek if less than 40 hours per week);
5-9 years:	15 days per year (or three times the number of hours in the basic workweek if less than 40 hours per week); and
10 years +:	20 days per year (or four times the number of hours in the basic workweek if less than 40 hours per week).

Vacation time accrues from the first day following an employee's completion of 12 months of employment at biweekly rates consistent with the above schedule.

B. Vacation for Part-Time Employees

Part-time employees are not entitled to vacation benefits.

C. Temporary Employees

Temporary employees are not entitled to vacation benefits.

D. Must Complete Six Months of Employment

Regular full-time employees do not accrue vacation time during the first six months of employment.

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No vacation time may be taken until after completion of the first year of employment.

E. Maximum Accrual

The City encourages employees to take vacation annually. Vacation time may not exceed the following maximum amounts:

With 12 months-4 years' service:	15 working days (120 hours)
With 5-9 years' service:	22.5 working days (180 hours)
With 10 + years' service:	30 working days (240 hours)

The City does not grant retroactive vacation for any period of time during which the employee's vacation time reached the maximum accrual allowed. Each employee has a responsibility to keep track of their accrued vacation time.

F. Holidays Within Vacation Leave

When a holiday occurs during an employee's scheduled vacation, and the holiday falls on an employee's regularly scheduled workday, the employee will receive holiday pay and will not be charged a vacation day.

G. Scheduling

Vacations shall be scheduled to provide adequate coverage of job responsibilities and staffing requirements. Any vacation request must be approved by the Department Head. Vacation requests for Department Heads must be approved by the City Manager.

H. Employees on Unpaid Leave

Employees on unpaid leave do not accrue vacation time.

I. Vacation Cash Out

Employees will be paid out any unused accrued vacation at the time of separation of employment.

Once per fiscal year, current employees with vacation accruals of at least 40 hours can cash out vacation upon approval of the City Manager. The employee must have at least 40 hours of vacation leave remaining after the cash out.

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9.02 Paid Holidays

A. Recognized Holidays

The following holidays shall be observed by the City with respect to all employees of the City, except shift employees of the Police Department:

1. January-New Year's Day
2. Martin Luther King Jr's Birthday
3. Presidents' Day
4. Memorial Day
5. July 4th-Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. December 24-Christmas Eve
11. December 25-Christmas Day
12. December 31-New Year's Eve

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, the City may close on another day. Holiday observance will be announced in advance.

Each employee's eligibility for holiday pay begins on the first day of employment. To be eligible for holiday pay, the employee must work their regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by their supervisor and the employee is using paid leave for the absence. Employees on 9/80 schedules will be paid for holidays as described in the section on Alternate Work Schedules, section 7.05 (C).

Part-time and temporary employees are not entitled to holiday pay.

9.03 Personal Day Off

Employees will be paid out any unused accrued personal day off at the time of separation of employment.

In addition to holidays and vacation time off, the City grants each full-time employee one personal day off work each fiscal year. Newly hired employees must work at least six months in the fiscal year before becoming eligible for the personal day off. The personal day will consist of one regularly-scheduled work day. The personal day off must be requested in advance and approved by the Department Head. The personal day off must be taken as a single, full day off and cannot be broken up into increments. Personal days off for Department Heads must be approved by the City Manager. If an employee does not use the personal day off during the fiscal year, it will not be carried over into the

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subsequent fiscal year. Employees on 9/80 schedules will be paid for personal day off as described in the section on Alternate Work Schedules, section 7.05 (C).

Employees who work on a shift basis and observe a personal day off will receive the same number of paid hours the employee would have received for the regularly scheduled work day. For example, if the shift employee observes the personal day off on a Wednesday when the employee is scheduled to work 12 hours, the employee will receive 12 hours of personal day off pay.

Employees working on a 9/80 schedule will receive the same number of paid hours the employee would have received for the regularly scheduled workday. For example, if the personal day off is observed on a Tuesday when the employee is scheduled to work nine hours, the employee will receive nine hours of personal day off pay. If the personal day off is observed on a Friday, the employee will receive eight hours of personal day off pay.

9.04 Sick Leave (Full-Time Employees)

Sick leave is a benefit that employees accumulate in order to provide a cushion for incapacitation due to illness. Time off for medical and dental appointments will be treated as sick leave. In addition, the first three days or 24 hours of sick leave provided in a 12-month period may be used for purposes in accordance with the California Paid Sick Leave law, Assembly Bill 1522, and with Assembly Bill 2017. The City will not allow abuse or misuse of an employee's sick leave privilege.

A. Accrual and Use of Sick Leave

Every full-time, regular, and probationary employee shall accrue sick leave time at the rate of eight hours per month. Part-time and temporary employees do not accrue sick leave pursuant to this policy, but may be eligible for leave pursuant to California's Paid Sick Leave law as provided in Section 9.05 of this Employee Handbook.

An employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (*e.g.*, doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.

An employee who uses paid sick leave must do so with a minimum increment of two hours of sick leave.

B. Maximum Accrual

Sick leave shall accrue to a maximum of 960 hours. An employee having accumulated the maximum 960 hours who has not used any sick leave during the preceding six months

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shall receive eight hours off work with pay; this leave shall be known as “unused sick leave bonus leave.”

The City does not pay employees in lieu of unused sick leave.

C. Evidence of Illness

If an employee is absent longer than three days due to illness, the City Manager will require evidence in the form of a physician’s certificate, or otherwise, of the reason for an employee’s absence during the time for which sick leave is requested. Where there is a reasonable belief that the employee is not ill or is misusing sick leave, the City Manager has the discretion to also require such evidence of the need for sick leave from the employee.

The City may withhold sick pay if it suspects that sick leave has been misused.

D. Penalty for Sick Leave Abuse

When, in the judgment of the City Manager, the employee’s reasons for being absent because of alleged sickness are inadequate, the City Manager shall indicate on the payroll time report that the absence was without leave and without pay.

In addition, the City Manager may impose such disciplinary action as in their discretion seems warranted, following procedures set forth in this Employee Handbook.

E. Sick Leave and Temporary Disability

A City employee who is entitled to temporary disability indemnity under the State Labor Code may elect to take that number of hours or portions of hours of their accumulated sick leave, or their accumulated vacation, as when added to the disability indemnity will result in a payment to the employee of their full salary. When accumulated sick leave, or vacation, or both, are exhausted, the employee is still entitled to receive disability indemnity.

F. California’s Paid Sick Leave Laws

In accordance with California law, an employee may use their sick leave for one of the following reasons:

1. For the employee’s own diagnosis, care, or treatment of an existing health condition or preventative care.
2. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee’s family member, including:

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- a. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis).
- b. Spouse or Registered Domestic Partner.
- c. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child).
- d. Grandparent.
- e. Grandchild.
- f. Sibling.

To obtain any relief or services related to being a victim of domestic violence, sexual assault, stalking, or other crime of abuse, including the following services with appropriate certification of the need for such services:

- a. A temporary restraining order or restraining order.
- b. Other injunctive relief to help ensure the health, safety, or welfare of themselves or their children.
- c. To seek medical attention for injuries caused by domestic violence, sexual assault, stalking, or other crime of abuse.
- d. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, stalking, or other crime of abuse.
- e. To obtain psychological counseling related to an experience of domestic violence, sexual assault, stalking, or other crime of abuse.
- f. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, stalking, or other crime of abuse including temporary or permanent relocation.

Employees do not receive compensation for any unused, accrued paid sick leave and the time of separation of employment. However, if an employee is re-hired with the City within 12 months of the previous separation of employment, the City will reinstate up to six days or 48 hours of previously accrued but unused paid sick leave that the employee previously had accrued.

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G. Illness While on Vacation

An employee who becomes ill while on vacation may have such period of illness charged to their accumulated sick leave instead of to vacation leave, provided that:

1. Immediately upon return to duty, the employee submits to the City Manager a written request for sick leave and a written statement is signed by the employee's physician stating the nature and dates of the illness; and
2. The City Manager approves the granting of such sick leave.

H. Holiday During Sick Leave

Observed holidays occurring during sick leave shall not be counted as a day of sick leave.

I. Use of Vacation Leave Where Sick Leave Exhausted

Employees who exhaust their sick leave accruals are required to use any available accrued vacation leave before taking any unpaid absences.

J. Use of Vacation Leave To Perform Emergency Duties

Employees are allowed to take time off to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel, unless the employee's absence would hinder the availability of public safety or emergency medical services.

"Emergency rescue personnel" means any person who is an officer, employee, or member of a fire department or fire protection agency of the federal government, the state, a city, county, district, or other public or municipal corporation, or of a sheriff's department, a police department, or a private fire department, whether that person is a volunteer or partly paid or fully paid, while they are actually engaged in providing emergency services.

Employees requesting leave under this section may be required to provide documentation confirming the emergency service performed.

An employee who performs duties as a volunteer firefighter, a reserve peace officer, or as emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training.

9.05 California's Paid Sick Leave Law (Part-Time and Temporary Employees)

For part-time and temporary employees not covered by the City's Sick Leave policy as provided in Section 9.04 of this Employee Handbook, the City will provide paid sick

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leave benefits to such employees in accordance with California's Paid Sick Leave Law under the following conditions:

1. An employee begins to accrue paid sick leave at the rate of one hour of paid sick leave for every 30 hours worked beginning on the first day of employment. An employee is not eligible to begin using any accrued paid sick leave until after 90 days of employment with the City.
2. An employee is only allowed to use up to a maximum of three days or 24 hours of paid sick leave in a 12-month period.
3. An employee can only accrue paid sick leave up to a cap of six days or 48 hours ongoing. Any unused accrued paid sick leave does carry over year to year while continuously employed.
4. In accordance with California's Paid Sick Leave law, an employee may use accrued paid sick leave for one of the following reasons:
 - a. For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
 - b. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - i. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis).
 - ii. Spouse or Registered Domestic Partner.
 - iii. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child).
 - iv. Grandparent.
 - v. Grandchild.
 - vi. Sibling.

When an employee takes sick leave to attend to the illness of a family member, the designation of sick leave is at the sole discretion of the employee.

- c. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
 - i. A temporary restraining order or restraining order. Other injunctive relief to help ensure the health, safety, or welfare of themselves or their children.
 - ii. To seek medical attention for injuries caused by domestic violence,

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- sexual assault, or stalking.
- iii. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- iv. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- v. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

An employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.

An employee who uses paid sick leave must do so with a minimum increment of two hours of sick leave.

An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement, or other separation from employment from the City.

If an employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated. However, if a rehired employee had not yet worked the requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the City before any paid sick leave can be used.

Paid sick leave will not be considered hours worked for purposes of overtime calculation.

9.06 Bereavement Leave

Employees are eligible for bereavement leave after serving six months of full-time employment with the City.

A. Leave with Pay-Immediate Family Members

Whenever an employee is compelled to be absent from duty by reason of the death of an immediate family member of the employee, such person shall be entitled to a maximum of three consecutive scheduled work days off with pay, as to each such instance of death or critical illness.

For the purpose of this subsection, "immediate family member" shall mean the employee's current spouse, registered domestic partner, child, parent, grandparent, brother, or sister.

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For good cause shown, the employee's supervisor may approve additional unpaid time off. If the employee has vacation time available, they may use such time for additional bereavement days off.

B. Leave without Pay-Other Family Members

Whenever an employee is compelled to be absent from duty by reason of the death the employee's legal guardian, grandchild, mother-in-law, father-in-law, sister-in-law, son-in-law or daughter-in-law, such person shall be entitled to a maximum of two consecutive scheduled work days off without pay, as to each such instance of death.

For good cause shown, the employee's supervisor may approve additional unpaid time off. If the employee has vacation time available, they may use such time for additional bereavement days off.

9.07 Disability Insurance

Each employee contributes to the State of California to provide disability insurance mandated by the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Specific rules and regulations governing disability insurance and an employee's eligibility for the same are available from the City Manager.

9.08 Workers Compensation

A. Policy

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:

1. Medical care;
2. Cash benefits, tax free, to replace lost wages; and
3. Vocational rehabilitation to help qualified injured employees return to suitable employments.

B. Employee Responsibilities

To ensure that an employee receives any workers' compensation benefits to which they may be entitled, that employee will need to:

1. Immediately report any work-related injury to a supervisor;
2. Seek medical treatment and follow-up care if required;

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3. Complete a written Employee's Claim Form (DWC Form 1) and return it to the City Manager; and
4. Provide the City with a certification from the employee's health care provider regarding the need for workers' compensation disability leave, as well as the employee's eventual ability to return to work from the leave.

C. Reinstatement

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 a workers' compensation leave has no greater right to reinstatement than if the employee has 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 or comparable state law.

D. City's Medical Provider

The City provides medical treatment for work-related injuries by contracting with a medical care provider to provide medical care to injured employees because of their experience in treating work-related injuries. Employees who are injured in a work-related incident will be referred to the current medical care provider for medical treatment for up to 30 days, unless prior to a work-related injury, the City has received from the employee a written notice that the employee wishes to be treated by their own physician. In all cases, employees may seek treatment from their own physician after 30 days, should they so desire. Employees can obtain information on the City's current medical care provider from the City Manager.

E. Fraudulent Claims

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

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. A violation of this law is

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punishable by imprisonment for one to five years, or by a fine not exceeding \$50,000 or double the value of the fraud, whichever is greater, or both. Additional civil penalties may also apply.

9.09 Recreational Activities and Programs

The City and its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, work, social, or athletic activity that is not part of the employee's work-related duties.

9.10 Health Insurance Benefits

The City provides a medical insurance plan, a dental insurance plan, and a vision insurance plan for eligible employees and their dependents. Employees may be required to contribute to the cost of these benefits. Part-time and temporary employees are not entitled to health insurance benefits. Details about medical, dental and vision insurance coverage offered by the City are available in a separate publication distributed by the City Manager.

9.11 Uniforms

Certain City employees will be provided uniforms relative to their respective job positions with the City. Employees should contact their Department Head for information on the current uniforms provided by the City for their job position.

9.12 Time Off to Vote

If an employee who is not overtime exempt does not have sufficient time outside of working hours to vote in a statewide election, the employee may take up to two hours off without loss of pay at the beginning or end of the day. Prior approval by the employee's supervisor 48 hours before the leave for this time off is required.

9.13 Retirement

The City provides a plan for eligible employees in order to assist in planning for their retirement. For information regarding eligibility, contributions, benefits, and tax status, contact the City Manager. All eligible participants will receive a summary plan description.

Subject to terms of the City's retirement plan, the City offers retirement benefits to employees. All regular employees are eligible to participate after completing 12 months of employment with the City. Generally, the City will contribute 10% of the employee's base pay to their 401(k) retirement plan, which is subject to a vesting schedule under the City's plan. Employees should check the law regarding the maximum amount of contribution they can contribute to a 401(k) plan per year.

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The City also provides a 457 retirement plan for specified employees. For information regarding plan benefits, contact the City Manager.

9.14 Educational Reimbursement

- A. Regular and Mid-Management employees only may be eligible to receive reimbursement for educational purposes, which tend to improve their ability to accomplish their City job duties. Courses must be taken on the employee's own time and must be approved in advance by the City Manager. The courses must be given by an accredited institution or trade/technical school.
- B. Employees will be reimbursed for approved educational tuition and books up to the current maximum amount set by the City Council, subject to the budget. In order to be reimbursed, the employee must achieve at least a "C" grade or the equivalent. Employees will be reimbursed after proper proof of completion of class is submitted by producing a transcript.

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SECTION 10

LEAVE OF ABSENCE PROVISIONS

10.01 Family and Medical Leave Act and California Family Rights Act

A. Employee Eligibility

The Family and Medical Leave Act (“FMLA”) and California Family Rights Act (“CFRA”) provide up to 12 workweeks (26 workweeks to care for an injured service member) of unpaid family/medical leave within a 12-month period, under the following conditions:

1. The employee has more than 12 months of service to the City that need not be consecutive. If the leave only qualifies under FMLA, the 12 months of nonconsecutive service must have accumulated within the previous seven years. Under CFRA employment prior to a break of service of seven years or more need not be counted towards the 12 months, except for leaves caused by militate service or where there is a written agreement to the contrary; and
2. The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave.

B. Reasons for FMLA/CFRA Leave

Leave may be taken for one or more of the following reasons:

1. The birth of the employee’s child, or placement of a child with the employee for adoption or foster care (FMLA/CFRA);
2. To care for the employee’s spouse, child, or parent who has a serious health condition (FMLA/CFRA);
3. To care for the employee’s registered domestic partner, grandparent, or sibling with a serious health condition (CFRA only);
4. For a serious health condition that makes the employee unable to perform their job (FMLA/CFRA);
5. Any period of incapacity or treatment due to pregnancy or prenatal care (FMLA only);
6. For any “qualifying exigency”(as defined by FMLA regulation) because an employee’s spouse, son, daughter, or parent is on active military duty or has been notified of an impending call or order to active duty in a foreign country or in support of a contingency operation involving the United States Armed

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Forces (FMLA only); or

7. To care for a spouse, son, daughter, parent, or “next of kin” service member or veteran in the preceding five years of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty (this leave can run up to 26 weeks of unpaid leave during a 12-month period that begins on the first date of such leave) (FMLA only).

C. FMLA/CFRA Leave Available

Eligible employees may receive up to a total of 12 workweeks (26 workweeks to care for an injured service member) of unpaid leave during a 12-month period.

For purposes of calculating the 12-month period during which 12 weeks of leave may be taken, City uses a “rolling” 12-month period measured backward from the date an employee uses any FMLA and/or CFRA leave. Under the “rolling” 12-month period, each time an employee takes FMLA and/or CFRA leave the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months. For example, if an employee has taken eight weeks of leave during the past 12 months, an additional four weeks of leave could be taken. If an employee used four weeks beginning February 1, 2009, four weeks beginning June 1, 2009, and four weeks beginning December 1, 2009, the employee would not be entitled to any additional leave until February 1, 2010. However, beginning on February 1, 2010, the employee would be entitled to four weeks of leave, on June 1, 2010 the employee would be entitled to an additional four weeks, etc.

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 service member, the single 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 service member is for a maximum of 26 workweeks during the single 12-month period. An employee cannot generally take more than a total of 26 workweeks of FMLA/CFRA leave for any qualifying reason once the single 12-month period begins following the first day of covered service member leave.

However, leave because of the employee’s disability for pregnancy, childbirth, or related medical condition is not counted as time used under the CFRA while such conditions do count under the federal 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, 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

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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. However, the City will grant a request for a CFRA leave for the birth/placement of a child of less than two weeks' duration on any two occasions requested by an employee. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

D. Required Procedures for Requesting FMLA/CFRA Leave

The following procedures shall apply when an employee requests family leave:

1. Please contact Human Resources Department as soon as the employee realizes the need for family/medical leave.
2. 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 City operations. 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.
3. If the employee cannot provide 30 days' notice, the City must be informed as soon as is practical.
4. If the FMLA/CFRA request is made because of the employee's own serious health condition, 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.
5. If the second opinion differs from the first opinion, City may require, at its expense, the employee to obtain the opinion of a third health care provider 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 City and the employee.
6. City requires the employee to provide certification within 15 days of any request for family and medical leave under state and federal law, unless it is not practicable to do so. City may require recertification from the health care provider if additional leave is required.

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:

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1. Date of commencement of the serious health condition;
2. Probable duration of the condition;
3. Estimated amount of time for care by the health care provider; and
4. Confirmation that the serious health condition warrants the participation of the employee.

Employees who request leave to care for an injured service member who is a child, spouse, parent, or “next of kin” of the employee must provide written certification from a health care provider regarding the injured service member’s serious injury or illness.

Employees who request leave due to a “qualifying exigency” related to military service must be supported by a certification of its necessity.

When both parents are employed by City, and request simultaneous leave for the birth or placement for adoption or foster care of a child or to care for a child who is an injured service member, the City will not grant more than a total of 12 workweeks (26 workweeks to care for an injured service member) of family/medical leave for this reason.

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:

1. Date of commencement of the serious health condition;
2. Probable duration of the condition; and
3. Inability of the employee to work at all or perform any one or more of the essential functions of their position because of the serious health condition.

The City will require certification by the employee’s health care provider that the employee is fit to return to their job.

Failure to provide certification by the health care provider of the employee’s fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained.

E. Benefits During FMLA/CFRA Leave

An employee taking FMLA/CFRA 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 (26 workweeks for injured service member leave) 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

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premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins under the FMLA (for pregnancy disability leaves) or under the FMLA/CFRA (for all other family care and medical leaves). 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.

F. Compensation During FMLA/CFRA Leave

Paid leave *will be* substituted for unpaid leave in the following circumstances:

1. Accrued sick leave is required to be used during FMLA/CFRA leave for the employee's own serious health condition, or, up to a limit of that which is accrued over six months of the work year, to attend to the illness of a child, parent, or spouse of the employee.
2. Accrued vacation is required to be used when accrued sick leave is exhausted under the FMLA/CFRA leaves above, and for any other FMLA/CFRA qualifying event, except leave that is also pregnancy disability leave.
3. Employees who are eligible to take leave through paid sick leave or the FMLA/CFRA, or who are otherwise granted leave by the City, are eligible to apply for wage replacement benefits through California's Paid Family Leave ("PFL") benefits. PFL benefits are for up to eight weeks.

G. Job Reinstatement Following FMLA/CFRA Leave

Under most circumstances, upon return from FMLA/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. However, 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 family/medical 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 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:

1. An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the employee worked at the time of the leave request;
2. The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the City's operations;

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3. The employee is notified of the City's intent to refuse reinstatement at the time the City determines the refusal is necessary; and
4. If leave has already begun, the City gives the employee a reasonable opportunity to return to work following the notice described previously.

H. Intermittent Leave

Employees may take FMLA/CFRA 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's child, parent, spouse, next of kin (injured service member leave), or of the employee, and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition.

10.02 Pregnancy Disability Leave

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid pregnancy disability leave for up to four months.

A. Notice and Certification Requirements

1. Requests for pregnancy disability leave should be submitted in writing as soon as the employee determines with reasonable certainty the date and intended duration of the pregnancy disability leave. Pregnancy disability leave must be approved by the City Manager before the leave begins. The request must be supported by a written certification from the attending physician stating that the employee is disabled from working by pregnancy, childbirth or a related medical condition. The certification must state the expected duration of the disability and the expected date of return to work.
2. All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to the City Manager prior to being taken. Requests for an extension of leave must be submitted in writing to the City Manager prior to the agreed date of return and must be supported by a written certification of the attending physician that the employee continues to be disabled by pregnancy, childbirth, or a related medical condition.

B. Compensation During Leave

Pregnancy disability leaves are without pay. However, the City can require the employee to use accrued sick leave during the leave of absence. The use of vacation leave or any other accrued paid time off during the leave is at the option of the employee.

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Employees who are granted leave by the City, are eligible to apply for wage replacement benefits through California's Paid Family Leave ("PFL") benefits. PFL benefits are for up to eight weeks.

C. Benefits During Leave

1. Health Insurance Benefits: An employee on pregnancy disability leave is entitled to receive any group health insurance coverage that was provided before the leave on the same terms as provided at the time of the leave. The City may recover premiums it paid to maintain health coverage if an employee does not return to work following pregnancy disability leave.
2. Sick and Vacation Leave Accrual: Sick leave and vacation leave do not accrue while an employee is on unpaid pregnancy disability leave.

D. Reinstatement

1. Upon the expiration of pregnancy leave and the City's receipt of a written statement from the health care provider that the employee is fit to return to duty, the employee will be reinstated to her original or an equivalent position, so long as it was not eliminated for a legitimate business reason during the leave.
2. If the employee's original position is no longer available, the employee will be assigned to an open position that is substantially similar in job content, status, pay, promotional opportunities, and geographic location as the employee's original position, provided that such a comparable position is available.
3. An employee who fails to return to work after the expiration of her pregnancy disability leave loses her reinstatement rights unless protected by another leave of absence entitlement.

10.03 Leave of Absence Without Pay

Upon the request of the employee, a leave of absence without pay may be granted by the City Manager on a case-by-case basis for reasons including, but not limited to, depletion of accumulated sick leave. The City Manager shall, at their sole discretion, make such a determination. Such leave is not a right but a privilege.

A request for leave of absence without pay must be made by the employee, in writing, to the respective Department Head with a copy to City Manager. This request shall state specifically the reason for the request, the date when the employee desires to begin the leave, and the probable date of return.

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Employees on authorized leave of absence without pay may not extend such leave beyond 90 days without express approval of the City Manager. Employees are required to submit an additional written request for extension of a leave of absence without pay.

Leave of absence without pay is not a break in service or employment, and rights accrued at the time the leave is granted are retained by the employee; however, vacation credits, sick leave credits, increases in salary, all other paid leaves, holidays and fringe benefits and other similar benefits shall not accrue to a person granted such leave during the period of absence. During the period of such leaves, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

While on an approved leave of absence without pay, the City will not maintain contributions toward group insurance or retirement coverage. Employees will receive notice of any rights COBRA rights.

Failure of an employee on an approved leave of absence without pay to report to work promptly at its expiration, or within three business days after receiving notice to return to duty will, except under extraordinary circumstances, constitute the employee's separation from City employment.

10.04 Jury Duty and Court Leave

The City considers jury duty to be an important civic responsibility. Having loyal, conscientious, honest citizens serving on our juries is a basic and essential element of our American system of justice. Therefore, it shall be the policy of the City to encourage jury service by its employees. This policy applies to all regular full-time employees called to jury duty.

Every employee of the City who is called or required to serve as a trial juror shall be entitled to be absent from duties with the City during the period of such service or while necessarily being present in court as a result of such call. No deductions shall be made from the salary of an employee while on jury duty.

10.05 Military Leave

Military leave shall be granted in accordance with the provisions of state and federal law. An employee requesting leave for this purpose shall provide the City Manager's office, whenever possible, with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the Department Head and City Manager may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

10.06 School Related Leave

Any employee who is a parent, guardian or grandparent having custody of one or more children in kindergarten or grades one through 12 or attending a licensed day care

Employee Handbook - City of McFarland

facility shall be allowed up to for 40 hours each school year, not to exceed eight hours in any calendar month of the school year, without pay, to participate in activities of the school of their child. The employee must provide reasonable advance notice of the planned absence. The employee may be required to use vacation and/or CTO to cover the absence. The City may require the employee to provide documentation from the school as verification that the employee participated in school activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody work for the agency at the same work site, only the first parent requesting will be entitled to leave under this provision.

10.07 Time Off For Victims of Violent Crimes or Domestic Abuse

An employee who has been a victim of a violent crime or domestic violence may take time off to: 1) appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding; 2) seek medical or psychological assistance; or 3) participate in safety planning to protect against further assaults.

An affected employee must give the City reasonable notice that they are required to be absent for a purpose stated above where possible. In cases of unscheduled or emergency court appearances or other emergency circumstances, the affected employee must, within a reasonable time after the appearance, provide the City with written proof that the absence was required for any of the above reasons.

Leave under this section is unpaid unless the employee uses vacation or other accrued time off.

10.08 Time Off For Organ and Bone Marrow Donors

An employee is eligible for leave for organ or bone marrow donation if they have been employed by the City for at least a 90-day period immediately preceding the commencement of leave.

In order to receive a leave of absence for organ or bone marrow donation, the employee must provide written verification to the City that they are an organ or bone marrow donor and that there is a medical necessity for the donation.

An employee is entitled to a paid leave of absence not exceeding 30 business days in any one-year period for the purpose of donating their organ to another person. An employee who donates bone marrow is entitled to a paid leave of absence not exceeding five business days in any one-year period.

In addition to these paid leaves, an eligible will be provided with an additional unpaid leave not to exceed 30 business days in a one-year period for the purpose of donating the employee's organ to another person.

Employees are required to use up to two weeks of accrued paid leave for time off related to an organ transplant and up to five days of accrued paid leave for time off

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related to a bone marrow transplant. Organ donor or bone marrow donation leave shall not run concurrently with any leave under the federal Family Medical Leave Act or the California Family Rights Act.

During an organ or bone marrow donor leave, an eligible employee will continue to accrue those benefits to which they were entitled before the leave began.

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SECTION 11

LAYOFF POLICY AND PROCEDURE

11.01 Statement of Intent

Whenever, in the judgment of the City Council, it becomes necessary to abolish any position of employment in the competitive service in the interest of economy or because the necessity for a position no longer exists, the employee holding such position of employment may be laid off or demoted in lieu of layoff without taking disciplinary action and without the right of appeal.

11.02 Notification

Any employee who is to be laid off shall be given, whenever possible, at least 14-calendar days prior notice.

11.03 Vacancy and Demotion In Lieu of Layoff

Except as otherwise provided, whenever there is a reduction in the workforce, the City Manager shall first demote the affected employee to a vacancy, if any, in a lower class for which the employee who is the latest to be laid off in accordance with subsection 11.07 is qualified. All persons so demoted shall have their names placed on the Re-Employment List.

11.04 Employee Rights

An employee affected by layoff shall have the right to displace an employee in the same Department who has less seniority in a lower class in the same class series or in a lower class in which the affected employee once had permanent status. For the purpose of this section and subsection 11.05, seniority includes all periods of full-time service at or above the class level where layoff is to occur.

11.05 Seniority

In order to retreat to a former or lower class, an employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the City Manager within five working days of receipt of notice of layoff.

Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off.

Employees retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in the class or a class in the class series.

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11.06 Order of Layoff

The order of layoff of employees shall be established by the City Manager on the recommendation of the Department Head involved. The Department Head shall take into consideration on-the-job performance and length of service of employees in preparing a recommended layoff list; provided however, that no regular or probationary employee shall be laid off from their position in any Department while any emergency, temporary or provisional employee is serving in the same class in that Department.

In each class, employees shall be laid off according to employment status in the following order: emergency, temporary, provisional, probationary, and regular.

A. Emergency, Temporary, Provisional and Probationary Employees

Except as otherwise provided herein, emergency, temporary, provisional, and probationary employees shall be laid off according to the needs of the City as determined by the City Manager.

B. Regular Employees

In any case where there are two or more regular employees in the class from which the layoff is to be made, such employees shall be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least 30 days and no more than 12 months prior to layoff as follows:

1. First, all employees having ratings of “required improvement,”
2. Second, all employees having ratings of “effective-meets standard,”
3. Third all employees having ratings of “exceeds standards.”

Employees within each category shall be laid off in inverse order of seniority in City service.

11.07 Re-Employment List

The names of persons laid off or demoted in lieu of layoff in accordance with this Employee Handbook shall be placed upon a Re-Employment List. Except as otherwise provided in this Employee Handbook or the Personnel Ordinance, Re-Employment Lists from different Departments or made at different times for the same class shall be combined into a single list. Such list shall be used by the City Manager when a vacancy arises in the same or lower class before certification is made from an Eligibility List.

Employee Handbook - City of McFarland

11.08 Duration of Re-Employment List

Names of persons laid off shall be carried on a Re-Employment List for one year, except that persons appointed to permanent positions of the same level as those which were laid off, shall, upon such appointment, be dropped from the list. Persons reemployed in a lower class, or on a temporary basis, shall remain on the list for the higher position for one year.

11.09 Re-employment of Regular and Probationary Employees

The names of regular and probationary employees laid off or demoted in lieu of layoff shall be placed upon Re-Employment Lists for one year for those classes requiring basically the same qualifications, duties and responsibilities of the class from which layoff or demotion in lieu of layoff was made.

Persons whose names are placed on Re-Employment Lists in accordance with this subsection, and who are re-employed within the prescribed period, shall be regarded as having been on leave of absence during this period of absence and entitled to all benefits accruing from such leave.

Employee Handbook - City of McFarland

SECTION 12

DISCIPLINARY PROCEDURE

12.01 Causes for Disciplinary Action

The listing of the following disciplinary actions does not in any way detract from or alter the right of the City or the employee to terminate the employment relationship at any time, with or without cause. Also, the City retains the right to demote, transfer, change job duties, and change compensation at any time with or without notice and with or without cause in its sole discretion.

Employees may be counseled, admonished, reprimanded, suspended, demoted, discharged or incur a reduction in pay for, including but not limited to, any of the following causes of discipline:

- A. Fraud or misrepresentation, whether intentional or negligent, in securing appointment, securing promotion, maintaining employment or in the performance of job duties;
- B. Neglect of duty;
- C. Insubordination or insulting or demeaning the authority of a supervisor or manager;
- D. Unsatisfactory job performance;
- E. Dishonesty, including but not limited to the dissemination of false information to a Department Head, City Manager, City Council member or other City or governmental body concerning City affairs;
- F. Inefficiency;
- G. Violation of the City's Drug Free Workplace Policy, including refusal to consent to drug or alcohol testing and/or searches;
- H. Excessive absenteeism and/or tardiness as defined by the employee's Department Head, this Employee Handbook, or an applicable MOU;
- I. Use of disability leave in a manner not authorized or provided for pursuant to this Employee Handbook;
- J. Making any false statement, omission or misrepresentation of a material fact;
- K. Absence without authorized leave;

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- L. Malfeasance or misconduct, which shall be deemed to include, but shall not be limited to, the following acts or omissions:
 - 1. Conviction of a felony. "Conviction" shall be construed to be a determination of guilt by the accused by a court, including a plea of guilty or nolo contendere, regardless of sentence, grant of probation, or otherwise;
 - 2. The damaging of City property, equipment, or vehicles, or the waste of City supplies through negligence or misconduct.
- M. Discourteous treatment of the public or other employees;
- N. Unapproved outside employment or activity that violates City policy, or other enterprise that constitutes a conflict of interest with service to the City;
- O. Violation of OSHA Safety Standards or City safety policies and/or procedures;
- P. Loss, misuse or unauthorized use of any City property, including but not limited to: physical property, tools, equipment, communication systems, City vehicles or intellectual property;
- Q. Violation of any Department rule, City policy, City regulation, ordinance or resolution;
- R. Any conduct that impairs, disrupts, or causes discredit to the City, the employee's City employment, the public service, or other City employees' employment;
- S. Violation of the City's or a Department's confidentiality policies, or disclosure of confidential City information to any unauthorized person or entity;
- T. Refusal to take or subscribe to any oath or affirmation which is required by law in connection with employment;
- U. Failure to maintain and continuously fulfill requirements of the employee's position as listed in the employee's job description;
- V. Theft;
- W. Mishandling of public funds;
- X. Falsifying any City record;

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- Y. Failure to cooperate with supervisors or fellow employees;
- Z. Violation of the City's Harassment/Discrimination/Retaliation Prevention Policy;
- AA. Violation of the City's Workplace Security Policy;
- BB. Altering, falsifying or tampering with time records, or recording time on another employee's time record;
- CC. Working overtime without prior authorization or refusing to work assigned overtime; and
- DD. Carrying firearms or other dangerous weapons on City premises at any time, unless authorized to do so.

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SECTION 13

TIME CLOCK POLICY

13.01 Time Clock Policy

The City uses an electronic timekeeping system for all non-exempt employees.

All non-exempt employees that are required to utilize the time clock system must record their time at the start and end of each work period, including before and after lunch break. If an employee leaves the premises for non-City business, they must not record that time as time worked.

Time punches will be rounded to the nearest five-minute increment. For example, where an employee punches in at 9:03 a.m., the punch will be rounded to 9:05 a.m. If an employee punches in at 9:02 a.m., the punch will be rounded to 9:00 a.m.

Employees will be given a time card to use when clocking in and out. Employees are required to use their time card whenever clocking in or out. If an employee loses their card, they must notify their supervisor immediately.

If an employee forgets to clock in or clock out, the employee must immediately notify their supervisor regarding the failure to clock in or out. The employee will explain the circumstances regarding the failure to clock in or out. The supervisor will adjust the employee's time to reflect the correct in or out time.

Any employee found tampering with the time clock system, intentionally clocking another employee in or out, lending their card to someone else, or altering time will be subject to discipline up to and including termination.

Employee Handbook - City of McFarland

City of McFarland

Acknowledgement of Employee Handbook and At-Will Employment

I have received a copy of the City's Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Employee Handbook.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the City. The City reserves the right to change my hours, wages, and working conditions at any time to the extent permitted by law. I understand and agree that other than the City Council, no manager, supervisor, or representative of the City has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will. Only the **City Manager, based on authority delegated by the City Council**, has the authority to make any such agreement and then only in a signed writing.

I understand and agree that nothing in this Employee Handbook creates or is intended to create a promise or representation of continued employment.

I understand that my employment with the City is at-will and may be terminated at the will of either the City or myself.

My signature certifies that I understand that the foregoing agreement of at-will status is the sole and entire agreement between the City and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the City.

Employee's Name

Employee's Signature

Date



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RESOLUTION NO. 2021-0005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING UPDATED EMPLOYEE HANDBOOK

The McFarland City Council (“City Council”) adopts the following findings:

WHEREAS, every city should have a current Employee Handbook directed to its employees to communicate cities’ employment policies and provide guidance on the duties and responsibilities of the city and of the city’s employees; and

WHEREAS, the City Council desires to adopt an updated and comprehensive set of general policies and guidelines governing all personnel matters for all City of McFarland (“City”) employees, including generally: personnel administration; employee conduct; working conditions; application, selection, transfer, and promotion of employees; classification of employees; compensation; benefits; leaves of absence; layoffs; disciplinary procedures; and time keeping. These policies and guidelines are contained in the Employee Handbook and implement state and federal employment laws, and other aspects of public employment and City service; and

WHEREAS, the City Council finds it to be in the public’s interest, and necessary to the public’s health, safety, and welfare, that the City’s Employee Handbook be updated regularly to reflect changes to state and federal law, and to the City’s employment practices and procedures; and

WHEREAS, the City has routinely updated the Employee Handbook to remain in compliance with changes to state and federal law and to reevaluate the City’s employment practices and procedures; and

WHEREAS, the City’s most recent update to the Employee Handbook is attached to this resolution as Exhibit “A” and incorporated herein by this reference. The updated Sections of the Employee Handbook include (but are not limited to)

Section 2.03- Sexual Harassment Prevention Training; Section 2.04- Lactation Accommodation; Section 2.30- Meal and Rest Periods; Section 9.05- California Paid Sick Leave; Section 10.01- Family Medical Leave Act; Section 10.07- Time Off for Victims of Violent Crimes; and Section 10.08- Time Off for Organ Transplants; and

WHEREAS, the policies and guidelines contained in the Employee Handbook are intended to apply to all City employees that do not have an employment contract with the City, and to all City employees with employment contracts that do not already address these policy issues; and

WHEREAS, the policies and guidelines contained in the Employee Handbook are not intended to be a contract, expressed or implied, or any type of promise or guarantee of specific treatment upon which employees may rely, nor a guarantee of employment of any specific duration. Because of the City's small size, some exceptions to these policies may need to be made on a case-by-case basis, as the City Manager deems appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCFARLAND as follows:

1. That the foregoing recitals are true and correct.
2. That the Employee Handbook attached hereto as Exhibit "A," and incorporated herein by this reference, is adopted as the City's Employee Handbook and shall be applicable to all employees, and appointed and elected City officials unless preempted by state or federal law or in conflict with an existing employment contract or other Memorandum of Understanding.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on the 11th day of February 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

SALLY GONZALEZ,
Mayor,
City of McFarland, California.

ATTEST:

FRANCISCA ALVARADO,
City Clerk,
City of McFarland, California

EXHIBIT “A”

Amended Changes to the City of McFarland Employee Handbook

1. Specialty Pay and Stipends:

-Previous Language (Section 7.10): Outlined stipends for roles such as Notary, Bilingual skills, and educational achievements (Bachelor's and Master's Degrees) to include Public Safety Incentives
Language also includes updates on increased stipends in the following amount:

Previous Stipends:

- Bilingual Certificate: \$30.00/ month
- Bachelor's Degree: \$20.00/ month
- Master's Degree: \$40.00/ month

Public Safety

- Corporal: \$60.00/month
- Field Training Officer ("FTO"): \$50.00/month
- K-9 Officer: \$40.00/month
- Intermediate POST Certificate \$30.00/month
- Advanced POST Certificate \$35.00/month

Updated Language:

Educational Incentive: Eligible employees will receive stipends for higher education degrees in job-related subjects.

- Bilingual Certificate: \$100/month
- Bachelor's Degree: \$100/month
- Master's Degree: \$150/month

Employees can receive only one educational stipend; these are not stackable

Public Safety

- Field Training Officer ("FTO"): \$75.00/month
- K-9 Officer: \$.00/month
- Intermediate POST Certificate \$100.00/month
- Advanced POST Certificate \$150/month
- Supervisory POST Certificate \$200.00/month

2. Compensatory Cash Out Policy:

- Previous Language: Allowed a cash-out of vacation accruals once per fiscal year with a minimum accrual of 40 hours.
- Updated Language: Employees can now request a cash-out of compensatory time off up to four times per fiscal year, in the first pay periods of July, October, January, and April. Requests must be submitted at least 30 days before the cash-out date.

3. Bereavement Leave:

- Previous Language (Section 9.06): Allowed up to three consecutive days of paid leave for the death of an immediate family member and up to two consecutive days of unpaid leave for other family members.
- Updated Language: Immediate Family Members: Up to three non-consecutive paid days off per instance of death or critical illness. Other Family Members: Up to two non-consecutive unpaid days off per instance of death. Additional unpaid time may be approved for good cause, with the option to use vacation time for further leave.

4. Jury Duty

Previous Language: Jury Duty (Section 10.04) Jury Duty and Court Leave

- The City considers jury duty to be an important civic responsibility. Having loyal, conscientious, honest citizens serving on our juries is a basic and essential element of our American system of justice. Therefore, it shall be the policy of the City to encourage jury service by its employees. This policy applies to all regular full-time employees called to jury duty. Every employee of the City who is called or required to serve as a trial juror shall be entitled to be absent from duties with the City during the period of such service or while necessarily being present in court as a result of such call. No deductions shall be made from the salary of an employee while on jury duty.

Revisions to the jury duty policy provide more detailed instructions and stipulations:

Notification/Summoned:

- Employees must notify their supervisor immediately upon receiving a jury summons and provide written evidence. A regular salary is maintained for up to ten consecutive working days annually.
- Jury Duty Accommodation and Call-In Procedures: Procedures for requesting jury duty modifications and scheduling adjustments have been outlined for better alignment with operational needs.
- Jury Duty Shift Conflict and Documentation: Employees are required to return to work after jury duty or adjust schedules based on duty hours. Documentation of jury duty hours must be submitted daily.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 15.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: September 11,
2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Yerlys Hernandez , Public Works Director

SUBJECT: Approval of Resolution No. 2024-105 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE PURCHASE OF A WASTEWATER CRANE SERVICE TRUCK IN THE AMOUNT OF \$141,955.59

SUMMARY:

On July of 2024 the City Council approved a capital improvement project for the purchase of a Wastewater Treatment Plant Crane Truck. The Wastewater Department has an urgent need to purchase an additional vehicle due to the lack of a functional crane truck capable of lifting wastewater equipment. Currently wastewater staff is having to hire a crane service company for any emergency pump repair task, relying on their schedule to make repairs. In an emergency with no crane available to schedule would put us at risk to have a raw sewage spill, due to a pump failure. Having our own crane truck would be a great advantage to our infrastructure maintenance and giving our staff proper tools to complete their duties. The existing vehicles have been outgrown by the department's increased workload on lift station maintenance and need a crane truck to perform these tasks. It will also provide the necessary vehicle needed to assist other departments with various tasks, which would usually require the hiring of a crane service.

In compliance with the City's purchasing policies, a Request For Proposal (RFP) process was utilized to bid out the crane truck as the amount exceeds \$35,000, Jim Burke Ford was the lowest bidder.

The bids received were as follows:

- Jim Burke Ford - \$141,955.59
- Nixon-Elgi Equipment - \$194,877.86
- Precision Truck & Equipment Sales - \$165,775.99

FINANCIAL IMPACT:

This purchase will have an impact of \$141,955.59. However, this cost has been budgeted in the fiscal year 24-25 and will not affect the department budget, mitigating any financial stress to the fund.

RECOMMENDATION:

Staff recommends the City Council to approve the quote from Jim Burke Ford of \$141,955.59 for the purchase of a new Wastewater Crane Truck using allocated funds for fiscal year 24-25.

ATTACHMENTS:

1. Jim Burke Ford CRANE TRUCK
2. Nixon-Egli Equipment Quote
3. Precision Truck and Equipment Sales
4. RFP Crane Truck
5. Addendum #01

RESOLUTION NO. 2024-105

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
AUTHORIZING THE PURCHASE OF A WASTEWATER CRANE SERVICE TRUCK IN THE
AMOUNT OF \$141,955.59**

WHEREAS, the City Council approved a capital improvement project for the purchase of a Crane Service Truck for Wastewater Department staff; and

WHEREAS, the Wastewater Department staff has an urgent need for a crane service truck to respond to emergency pump failures; and

WHEREAS, the staff is currently relying on contracting services' schedules to respond to pump failure emergencies; and

WHEREAS, if pump failure emergencies are not responded to quickly, raw sewage spill may occur; and

WHEREAS, the service crane truck will allow staff to respond to pump failures and assist other departments; and

WHEREAS, on July 26, 2024, the City issued a Request for Proposal following the procedures as prescribed by the McFarland Municipal Code, seeking proposals from qualified vendors for a new crane service truck;

WHEREAS, Staff examined the bids received, and found the bid from Jim Burke Ford was the lowest qualified responsive and responsible bid for the crane service truck in the amount of \$141,955.59.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

1. The forgoing recitals are true and correct and incorporated herein as if set forth in full
2. Authorizes the purchase of a crane truck from Jim Burke Ford for the wastewater department in the amount of \$141,955.59

3. Authorizes the City Manager to utilize funds from the wastewater fund as approved in the fiscal year 2024-25 capital improvement program budget.
4. The City Clerk shall certify to the passage and adoption of this resolution
5. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on September 11, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

Erika De La Cruz, City Clerk

BID OPTION 2

Jim Burke Ford

2001 Oak Street
Bakersfield, Ca. 93301
661-328-3700

DATE April 15, 2024

CITY OF MCFARLAND
401 W KERN AVE
MCFARLAND CA 93250

Description	AMOUNT
2024 F550 REG CAB DRW DIESEL	\$ 64,756.00
Scelzi Crane 6000 Crane Body	66,254.00
Vehicle & Upfit Price	131,010.00
Doc fee	85.00
Sales Tax 8.25%	10,815.34
Filing fee	33.00
Tire Fee	12.25
TOTAL	141,955.59



2286 E. Date Ave.
Fresno, CA 93706
Phone: 559-237-5541
Fax: 559-237-5554
www.SEINC.com

Quotation

288258

Date: 8/15/2024, 8:53:45 AM

User: Sposato, Brianne

Bill To: JIM BURKE FORD
End User: CITY OF MCFARLAND
Attn: SMITH, DAN
2001 OAK STREET
BAKERSFIELD, CA 93301
661-328-3700

Ship To: JIM BURKE FORD
End User: CITY OF MCFARLAND
Attn: SMITH, DAN
2001 OAK STREET
BAKERSFIELD, CA 93301
661-328-3700

Quote Date:	08/15/2024	Salesman:	Joiner, Wayne
Expiration Date:	09/20/2024	Ship Via:	SCELZI DELIVERY
Sales Tax	Exempt @ 0.000%	Terms:	Net 10 w/ PO
		PO Number:	

Notes:

MOUNT IN FRESNO
PAINT BODY WHITE
PAINT CODE TBD
REAR MOUNTED FUEL TANK
DEF TANK SET-UP WITH HOSES AND BEZEL

NOTE: PRICE IS SUBJECT TO CHANGE ONCE CHASSIS SCHEDULES FOR PRODUCTION

Qty	Part Number	Description	Total	Tax
1	CUSTOMER TRUCK	2024 FORD - F550 - REG CAB - DRW - DSL - WHITE - 84" CA	\$0.00	
		NOTE: 19,500 GVWR CHASSIS		

288258

Date: 8/15/2024, 8:53:45 AM

User: Sposato, Brianne

1	WCB HD-132-96-51-43-V	1EA -AUTO CRANE EHC-6 #366600002 WITH 360 DEGREE ROTATION 20FT. BOOM AND HARDWIRED CONTROL	\$66,211.00	T
		1EA – CERTIFY CRANE – INCLUDES HORN, HORN BUTTON, LEVELING BUBBLES ON OUTRIGGERS, ALL WARNING STICKERS, 5LB. FIRE EXTINGUISHER, AND CERTIFICATE		
		1EA – BOOM REST FORD CLOSED TOP PASSENGER SIDE		
		1EA – #738-493-000 HYDRAULIC FULL POWER IN AND OUT AND UP AND DOWN OUTRIGGERS AT REAR OF BODY ((NOTE: REQUIRE'S ENGINEER'S APPROVAL PRIOR TO BUILD))		
		1EA – ELECTRIC PUMP TO OPERATE HYDRAULIC OUTRIGGERS		
		1EA – SPRING PACKAGE TO BRING TRUCK TO LEVEL PASSENGER SIDE		
		1EA – POLYUREA BULKHEAD, COMPLETE FLOOR, BACKWRAPEPRS, AND INSIDE TAILGATE – BLACK		
1	BUMPER SIG - 6"	6" DIAMOND PLATE STEP BUMPER POWDER COATED GRAY	\$0.00	
		1EA – INSTALL FACTORY BACK-UP CAMERA		
		1EA – CLASS 5 RECEIVER HITCH WITHOUT INSERT		
		1EA – 7 PRONG RV PLUG, #12707		
1	WEIGHT CERTIFICATE	WEIGHT CERTIFICATE OF COMPLETED UNIT	\$43.00	
1	TRANSPORTATION	ONE WAY TRANSPORTATION TO BAKERSFIELD, CA		

Sub Total \$66,254.00

Sales Tax \$0.00

Total \$66,254.00

CNGP530

VEHICLE ORDER CONFIRMATION

08/15/24 11:02:29

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2024 F-SERIES SD

Dealer: F71439

Page: 1 of 2

Order No: 0000Priority: J3Ord FIN: KX325Order Type: 5BPrice Level: 430

Ord PEP: 660A Cust/Flt Name: CITYOFMCFARLAPO Number:

RETAIL

F5G F550 4X2 CHAS/C \$54520

169" WHEELBASE

Z1 OXFORD WHITE

1 CLTH 40/20/40100

S MED DARK SLATE

660A PREF EQUIP PKG

.XL TRIM

572 .AIR CONDITIONERNC

.AMFM/MP3/CLK

99N .7.3L DEV V8 ENG

44G 10-SPD AUTOMATCNC

TGJ 225 BSW AP 19.5

X48 4.88 REG AXLENC

JOB #2 BUILD

FLEET SPCL ADJNC

F1=Help

F2=Return to Order

F5=Add to Library

RETAIL

FRT LICENSE BKTNC

18000# GVWR PKG

425 50 STATE EMISSNC

512 SPARE TIRE/WHL2350

61J JACKNC

65Z AFT AXLE TANKNC

872 RR CAM & PREP K415

96V XL CHROME PKG225

TOTAL BASE AND OPTIONS 57605

TOTAL 57605

THIS IS NOT AN INVOICE

* MORE ORDER INFO NEXT PAGE *

F8=Next

F3/F12=Veh Ord Menu

S006 - MORE DATA IS AVAILABLE.QD05471

CNGP530

VEHICLE ORDER CONFIRMATION

08/15/24 11:01:44

==>

Dealer: F71439

2024 F-SERIES SD

Page: 2 of 2

Order No: 0000 Priority: J3 Ord FIN: KX325 Order Type: 5B Price Level: 430

Ord PEP: 660A Cust/Flt Name: CITYOFMCFARLA PO Number:

RETAIL

RETAIL

.FOG LAMPS

.REMOTE START

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1995

TOTAL BASE AND OPTIONS 57605

TOTAL 57605

THIS IS NOT AN INVOICE

F1=Help

F2=Return to Order

F7=Prev

F3/F12=Veh Ord Menu

F5=Add to Library

S005 - INQUIRY IS COMPLETE.

QD05471



REQUESTS FOR PROPOSAL

VEHICLE PURCHASE

**Issued by Yerlys Hernandez, Public Works Director
Diego Viramontes, City Manager**

**City of McFarland
401 W. Kern Avenue
McFarland CA 93250**

**ISSUED: Friday July 26th, 2024
DUE DATE: Thursday August 15th, 2024, at 2:00 p.m.**

NOTICE OF REQUESTS FOR PROPOSALS

VEHICLE PURCHASE

- 1) The City of McFarland (hereinafter “CITY”) is soliciting proposals for a new, 1 ½ ton, 2WD Single Cab Utility Crane Truck.
- 2) The required specifications of the vehicle purchase are outlined in the Specifications Section. Copies of the Request for Proposal are available from the CITY at:

City of McFarland City Hall
401 W. Kern Avenue
McFarland CA 93250
(661) 792-3091

- 3) All responses shall be submitted to Yerlys Hernandez of the City of McFarland on or before, Thursday August 15, 2024, at 2:00 p.m. ***Please submit one (1) electronic copy sent by email to:***

yhernandez@mcfarlandcity.org

- 4) All responsive proposals shall be reviewed and evaluated by the CITY in order to determine which proposer best meets the CITY’s needs for the vehicle purchase.
- 5) The CITY reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process.
- 6) In the event that it becomes necessary to revise any part of the RFP, written addenda will be issued.

Acceptance of Bid

The acceptance of the bids shall be based on the following criteria:

- Cost.
- Adherence to the Specifications.

INTRODUCTION:

The City of McFarland (hereinafter “City”) is soliciting proposals for a qualified vendor to supply a new, 1 ½ -ton 2WD Utility Crane truck.

SPECIFICATIONS:

- General: A new Dodge RAM 5500 Big Horn 2WD Single Cab, Ford F550 SRW 2WD Single Cab, Chevrolet Silverado 5500 HD LT 2WD Single Cab, or equivalent make/model truck. **AS SPECIFIED**
- Cab and Body: Standard cab features. Rear bumper, chrome step, including pad, cloth seats, insulated vinyl floor mats, center console, dual sun visors, intermittent wipers, mud flaps (all 4 tires), air conditioning, accessory outlets, dual foldaway (heated) mirrors, interior light package, and a multi-speaker AM/FM radio with clock and “Bluetooth” capability for ‘hands-free’ phone use. The truck shall also come equipped with a reverse camera or other approved equal for backing safety. **AS SPECIFIED**
- Engine: Standard for model. **AS SPECIFIED**
- Transmission: Automatic. **AS SPECIFIED**
- Electrical: Standard for model, all electrical to be wired to the ignition system. **AS SPECIFIED**
- Axles: Standard for model. **AS SPECIFIED**
- Wheelbase: Standard for model. **AS SPECIFIED**
- Suspension System: Standard for model. **AS SPECIFIED**
- Steering System: hydraulic power system. **AS SPECIFIED**
- Brake System: Standard for model with 4-wheel anti-lock brakes. **AS SPECIFIED**
- Trailer Hitch: Standard hitch with standard adaptor. **AS SPECIFIED**
- Truck Bed: Utility Bed with capability to mount Hydraulic Crane. Truck Bed shall include factory-installed liner. **AS SPECIFIED**
- Hydraulic Crane: Hydraulic extension up to 20’, crane weight rating of 4,000-10,000lbs, with a 30’ hard wired control, Power -17° to 75° boom elevation, and full manual outriggers 8K pound rated. **AS SPECIFIED**
- Paint & Colors: Exterior color shall be white. Interior trim to be “black” or “gray” in color. **AS SPECIFIED**
- Fuel System: Standard for model. Diesel preferred. **AS SPECIFIED**
- Tires/Wheels: Tire treads to be “All Season” black wall type, mounted on either chrome, aluminum, or steel wheels. Spare tire and rim to also be included. **AS SPECIFIED**

MANUALS:

In addition to the Owner's Manual, vehicle service manuals (for engine, chassis, utility bed, crane, and electrical) shall be provided in a book format and/or electronic format. **AS SPECIFIED**

REQUIRED ITEMS ON PROPOSAL:

- Itemized Quote that includes all the bid specifications and price.

- The delivery date shall be stated on the proposal and may be a determining factor in the award of the bid.

-
- SO. CALIFORNIA: 2044 South Vineyard Avenue, Ontario, CA 91761 • (909) 930-1822 • FAX (909) 923-2356
□ NO. CALIFORNIA: 800 East Grant Line Road, Tracy, CA 95376 • (209) 830-8600 • FAX (209) 830-8884

City of McFarland
401 W. Kern Avenue
McFarland, CA 93250

July 26, 2024

Attention – Yerlys Hernandez
Nixon Quote #101148
Reference – Maintainer MTS-1-084 RAM 5500 4X2

We are pleased to quote you **Maintainer MTS-1-084 Utility Truck (Stock# 220803)** equipped as follows:

Chassis: 2023 RAM 5500 4x2 Single Cab Diesel Powered Chassis

--- **Maintainer Body** ---

- Base price of Service body - 1-ton, 52" tall compartments, 44" x 21" wheel well opening with skirting (includes fuel fill pockets for chassis with mid-frame tanks as needed), front body bulkhead, body access grab handles, painted safety yellow (locations and number to vary with design)
- (11.083) Feet of Service Body - 1-ton, 52" tall Galvannealed compartments with reinforced floors, clean out drains, and 14 Gauge Deck Plate
- Factory Installation of body on a chassis. Note: On 2-ton chassis, we will no longer be modifying the dash for lights or switches. Will use OEM switches where applicable, any additional Maintainer switches will be on a bracket / panel mounted in separate location
- Short Tower Crane reinforcement for MTS 1 or 2 ton service body (up to 45,100 ft*Lbs.)
- Crane Location: Curb Side

--- **Chassis Equipment & Accessories** ---

- Spring or spacer leveling package added to one side of chassis suspension (1-Ton)
- Electronic engine speed control - computer set - electronic engine
- 2.5 lb ABC fire extinguisher, and hazard reflectors
- Back up alarm - 97 dB at 1 meter
- Camera, relocate existing chassis camera to rear of body Note: Requires factory installed monitor• Fuel fill recessed into side rail

--- **Hydraulic Power Package** ---

- Closed center LS hydraulic power package W/ HP Filter
- Closed center load sensing piston pump - std. displacement
- Oil reservoir - complete #022265, composite 28 gallons; Tank only, excluding oil
- (28) Hydraulic Oil (Standard oil, per gallon) Oil good for -25° F startup and 9° F to 187° F operating temperature
- RAM 4500-5500 closed center pump installation (additional labor to install & modify floor pan)Not needed for 4 x 2 with manual transmission
- No Reservoir Heater was selected.
- PTO for electric-over-hydraulic required on chassis with automatic transmission.(Ford F450-F550-F600, F650-F750 & Ram4500-5500)

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--- Welder / Generator / Inverter / Power Equipment ---

- Mounting angles, 45" long Includes mounting holes for common welder types (contact factory for compatible welders)

--- Air Compressor Equipment & Accessories ---

- VMAC Predatair 40 CFM rotary screw hydraulic driven air compressor w/ white cover (Closed Center) 40 CFM @ 150 psi with integral hydraulic oil cooler. Includes control panel, mounted near body's switch panel & Hydraulic Soft Start Note: Hydraulic requirement = 14 GPM (May require large pump kit, not included), Cold weather package included (cooler bypass) 24"L x 16.5"W x 18"H, 162 Lbs.
- Mounting angles for Air Compressor
- Air tank - 17 gallon - (Pressure rating of 200 psi) / 16" diameter (000012) Includes moisture drain, Painted Black
- Air accessory package - 1/2" X 50', spring rewind reel, hose & ball stop
- 1/2" Filter, Regulator, and Lubricator (FRL)
- Fiber box; Hose reel access, Limit 1 Reel Per Fiber box

--- Outriggers & Accessories ---

- Outriggers for cranes up to 45,100 ft*Lbs., hydraulic up/down rear outriggers (2) with hydraulic extend in/out on crane side (30" extend)
- Outrigger pads, permanent (welded-on)

--- Compartment Equipment & Accessories ---

- Pressurized Storage System (PSS), 2-blowers with filters
- (11.083) Feet of Master Compartment Locking System for service body. Spring loaded with padlock guards for both sidepacks

--- Street Side Vertical Compartment #1 ---

- Dimensions: 52" Tall X 24" Wide X 23" Deep
- 12-Volt LED strip light
- Single 3/16" Aluminum Vertical hinge door, Includes Rubber Seal
- Standard Compartment 3-Point "D Ring" Door Latch
- Door Gas spring 65# (003184)
- (2) Shelf, aluminum adjustable compartment shelf (250 Lbs. capacity) - Installed

--- Street Side Vertical Compartment #2 ---

- Dimensions: 52" Tall X 35" Wide X 23" Deep
- 12-Volt LED strip light
- Reverse Hinged 3/16" Aluminum, Single Door, Included Rubber Seal
- Standard Compartment 3-Point "D Ring" Door Latch
- Door Gas spring 65# (003184)
- DualLock or Bolt Bin - See configuration details and price below

--- Street Side Overwheel Compartment ---

- Dimensions: 31" Tall X 44" Wide X 23" Deep
- 12-Volt LED strip light
- Vertical Double 3/16" Aluminum Doors (French Style), Includes Rubber Seal
- Standard Compartment 3-Point "D Ring" Door Latch
- (2) Door Gas spring 65# (003184)
- Shelf, aluminum adjustable compartment shelf (250 Lbs. capacity) - Installed

--- Street Side Rear Vertical Compartment ---

- Dimensions: 52" Tall X 30" Wide X 23" Deep
- 12-Volt LED strip light
- Single 3/16" Aluminum Vertical hinge door, Includes Rubber Seal
- Standard Compartment 3-Point "D Ring" Door Latch
- Door Gas spring 65# (003184)
- DualLock or Bolt Bin - See configuration details and price below

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--- Curb Side Vertical Compartment #1 ---

- Dimensions: 59" Tall X 24" Wide X 23" Deep
- Above standard compartment height cost
- Single 3/16" Aluminum Vertical hinge door, Includes Rubber Seal
- Standard Compartment 3-Point "D Ring" Door Latch
- Door Gas spring 65# (003184)
- 12-Volt LED strip light
- 2 Oxy/Act Bottle Storage Kit, contains Ratchet Strap, Vents in door, (2) "J" Hooks, reinforced floor (Protective spray coated) and mounting side brackets

--- Curb Side Vertical Compartment #2 ---

- Dimensions: 52" Tall X 35" Wide X 23" Deep
- 12-Volt LED strip light
- Reverse Hinged 3/16" Aluminum, Single Door, Included Rubber Seal
- Standard Compartment 3-Point "D Ring" Door Latch
- Door Gas spring 65# (003184)
- (2) Shelf, aluminum adjustable compartment shelf (250 Lbs. capacity) - Installed

--- Curb Side Overwheel Compartment ---

- Dimensions: 31" Tall X 44" Wide X 23" Deep
- 12-Volt LED strip light
- Vertical Double 3/16" Aluminum Doors (French Style), Includes Rubber Seal
- Standard Compartment 3-Point "D Ring" Door Latch
- (2) Door Gas spring 65# (003184)
- Dual Lock or Bolt Bin - See configuration details and price below

--- Curb Side Crane Pedestal ---

- Dimensions: 47" Tall X 30" Wide X 23" Deep
- 12-Volt LED strip light
- Single 3/16" Aluminum Vertical hinge door, Includes Rubber Seal
- Standard Compartment 3-Point "D Ring" Door Latch
- Door Gas spring 65# (003184)
- Shelf, aluminum adjustable compartment shelf (250 Lbs. capacity) - Installed

--- Lighting / Electrical Equipment & Accessories ---

- Base electrical components - Can System Includes Wiring Harnesses, Power Distribution Module, & Main Body Controller • 4.3" display CAN switch panel
- ~Grote FMVSS 108 LED lighting / reflector Kit: (2) Oval S/T/T/R, (2) Oval S/T/T, (5) Red 3/4" Marker lights, (2) Amber 3/4" Marker lights
- (6) Exterior 12-Volt LED flood light 022232 (2,100 Lumens)
- ~Strobe Lightheads, L.E.D, oval, amber, recessed, 6.5" x 2.25" (pair)

--- Paint, Undercoating, & Protective Spray Coating (PSC) ---

- (11.083) Feet of Unit Painted Urethane "White" color. Not a base coat/clear coat or Metallic • (11.083) Feet of Primer
- (11.083) Feet of Splatter Coating on interior of compartments
- (11.083) Feet of Undercoat
- PSC- Level 30 • Compartment Fronts • Bottoms of Door Frames • Outside area of Wheel Wells • Outer Vertical outrigger tubes • Bumper Sides & Step (face & top) • Bumper Top Surface • Bumper Vertical Surface • Center Deck Floor, includes Welder Deck Cargo Side Walls, includes Bulkhead • Compartment Tops, includes Welded on brackets/Guards

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--- Center Deck Equipment & Accessories ---

- Center Deck Dimensions: 133" Long X 49" Wide X 1/8" Thickness
(11.083) ~1/8" Cargo floor (deck plate)
 - 10" Tall hinge-down "Slam Latch" Aluminum tailgate (12" total Height, 10" tall above deck) (protective spray front, black paint on rear)
- (6) Flush mount "D" ring tie-downs in bed floor #003217, each

--- Rear Bumper & Accessories ---

- 26" steel workbench bumper with recessed step on curb side, 1 storage compartment. Includes: Bolt on Yellow grab handles and strip light for recessed step safety
- ~Bumper surface 3/16" smooth
- ~Transverse bar storage compartment in workbench bumper flush to the floor
- Vise / grinder removable mounting plate HD, includes drain slots in plate
- Class IV hitch receiver - 2" receiver - rated at 1,500 Lbs.. vert. 10,000 Lbs. Includes Safety Chain loops MGTW Note: customer is responsible to verify tow rating of chassis and available GVWR/GCWR remaining after loading of body and all other items.
- Trailer plug-in 7-prong flat blade #007486 (RV style)

--- Miscellaneous Equipment & Accessories ---

- Mud flaps, 1-ton, "Maintainer"
- Mud flap bracket for a 20" mudflap
- Parts and service manual (Online & condensed paper version)

---Maintainer Crane---

- H7024ST Crane 7,000 Lbs. max capacity (45,100 ft*Lbs.) with hydraulic extend hex-boom 11'-24' Note: Max capacity Listed above is for 2-part line, for single-part line max capacity is 4,300 Lbs. Crane includes A2B, overload system, holding valves ACC 2.1 (crane lifting weight display, capacity & speed limiting, stability monitoring, warn / stop feature) Paint note: Ship- out crane-only: Requires paint Charge Crane installed on body: No additional paint charge unless different color than body MIN GVW REQUIRED: 19,500
- Install hydraulic crane on body - includes boom saddle, and valve well with HD reinforced cover
 - ~Load Block (No live swivel) H6-H10
 - Planetary winch (H6-H7) T11
 - Crane remote, wireless, push button (H6-H14), with true independent proportional control, includes holder, external antenna, hour meter, engine start/stop
 - Backup cable for wireless crane remote, 35ft (#022585)
 - Annual crane inspection (initial inspection)
 - Paint Crane to match Service Body
 - Exterior 12v LED flood light on crane boom tip (2-Lights, Ecco E92006, 1365 Lumens) on pivot bracket

---Street Side Vertical #2 Dualock---

Config # C24135 Design Style: (7) drawer set #020017 (29" wide)
Housing Dimensions: 41.5" Tall, 29" Wide, 18" Deep

Top Shelf is Standard, Drawers Listed from Top to Bottom

Drawer #	Height	Dividers
Drawer 1	3"	Side to Side
Drawer 2	3"	Side to Side
Drawer 3	3"	Side to Side
Drawer 4	5"	Side to Side
Drawer 5	5"	Side to Side
Drawer 6	5"	Side to Side
Drawer 7	7"	Side to Side

BOTTOM SPACE: 7.0 Inches Tall

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---Street Side Rear Vertical Dualock---

Config # C24136 Design Style: (5) drawer set #022507 (24" wide)

Housing Dimensions: 30" Tall, 24" Wide, 18" Deep

Top Shelf is Standard, Drawers Listed from Top to Bottom

Drawer #	Height	Dividers
Drawer 1	4"	Side to Side
Drawer 2	4"	Side to Side
Drawer 3	4"	Side to Side
Drawer 4	4"	Side to Side
Drawer 5	4"	Side to Side

BOTTOM SPACE: 7.0 Inches Tall

---Curb Side Over Wheel Bolt Bin---

Config # C24137 Design Style: 18 Bin - 6W X 3T for 42W Compartment (025928)

Bolt Bin Layout: 3 Levels High, With 6 Bins Wide, 18" Deep Bins

Cabinet Dimensions: 20.78" Tall, 35.5" Wide, 18.5" Deep

Top Shelf is Standard, with adjustable Wings

Qty of Bins: 18 Bin Height: 4.5" Bin Width: 5.25" Bin Depth: 18 Qty of Dividers: 54

BOTTOM SPACE: 3.5 Inches Tall

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Unit Price:	\$180,025.74
Sales Tax (Kern County 8.25%):	\$14,852.12
Total Price:	\$194,877.86

The unit quoted above is currently in stock and is subject to disposition or sale

The above price(s) are valid for 30 days.

Thank you for the opportunity to quote on your equipment needs. If you have any further questions, please feel free to contact me.

Sincerely,
Nixon-Egli Equipment CO.
Christian Velasco
Municipal Area Manager

NIXON-EGLI EQUIPMENT CO.

www.nixon-egli.com

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**PRECISION TRUCK &
EQUIPMENT SALES, INC.**

2020 W. LOWELL ST

Estimate

Date	Estimate #
8/14/2024	COM081424

Name / Address
CITY OF MCFARLAND 401 W. KERN AVE MCFARLAND, CA 93250

Project

Description	Qty	U/M	Rate	Total
2024 F-550 4X2 REG CHASSIS CAB DRW F550 4X2 CHASSIS CAB DRW/145 145 INCH WHEELBASE OXFORD WHITE CLOTH 40/MINI-CONSOLE/40 SEAT MEDIUM DARK SLATE PREFERRED EQUIPMENT PKG.660A . XL TRIM . AIR CONDITIONING -- CFC FREE . AM/FM STEREO MP3/CLK 6.7L POWER STROKE VB DIESEL 10-SPEED AUTO TORQSHIFT 225/70R19.SG BSW ALL POSITION 4.10 RATIO REGULAR AXLE 18000# GVWR PACKAGE 50 STATE EMISSIONS SPARE TIRE AND WHEEL JACK 40 GAL AFT OF AXLE FUEL TNK DUAL BATTERY REAR VIEW CAMERA & PREP KIT	1		76,288.80	76,288.80
F/I SERVICE BODY AND CRANE ON CUSTOMER SUP PLIED CHASSIS	1		89,487.19	89,487.19
Total				

**PRECISION TRUCK &
EQUIPMENT SALES, INC.**

2020 W. LOWELL ST

Estimate

Date	Estimate #
8/14/2024	COM081424

Name / Address
CITY OF MCFARLAND 401 W. KERN AVE MCFARLAND, CA 93250

				Project
Description	Qty	U/M	Rate	Total
108" LONG, 60" CA, 42" HEIGHT, 21" COMPARTMENT S, 52" BED WIDTH, VETICAL SERIES BOTH SIDES SOLID TOP ON CS, FLIP TOP ON DS ONE PIECE WHEEL WELL THREE POINT T-HANDLES, IN PRIME WEATHER STRIPPING ON ALL DOORS LED TAIL LIGHT PACKAGE UTB PLUS PACKAGE CONSISTING OF 1" FLANGE ON SIDE PACKS, DOUBLE REINFORCED FRONT PANEL, FULL WIDTH REAR CR OSS MEMBER, THREE LONG SILLS CROSSMEMBERS INTERLACED. 6000LB CRANE REINFORCEMENT SOLID TOP PAINT SERVICE BODY WHITE (132") STAINLESS STEEL GRAB HANDLE AT BUMPER FOLD DOWN STEP AT BUMPER CAB PROTECTOR MADE WITH 2X2 TUBING AND EX PANDED METAL PAINTED WHITE HEAVY DUTY REAR WORK PLATFORM MADE FROM 1/4" PLATE WITH BUILT IN UNDERBODY BOXES LATCHING REMOVABLE TAILGATE WITH AUTOMO TIVE STYLE ROTARY LATCHES AND STAINLESS ST EEL HANDLE INFINITELY ADJUSTABLE SHELVING IN ALL COMPA RTMENTS EXCEPT CRANE COMPARTMENT. ALUMINUM DIAMOND PLATE ROCK / SPLASH GUAR DS 35"-41" PLACED ON FRONT OF COMPARTMENTS BEHIND CAB Stellar Model EC6000 Telescopic crane - 38,000 ft/lb, 6000 lb. maximum capacity, 12V electric/hydraulic only, hydraulic/manual reac h to 21', fourfunction radio remote				
			Total	

**PRECISION TRUCK &
EQUIPMENT SALES, INC.**

2020 W. LOWELL ST

Estimate

Date	Estimate #
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Name / Address
CITY OF MCFARLAND 401 W. KERN AVE MCFARLAND, CA 93250

				Project
Description	Qty	U/M	Rate	Total
standard, 12V electric planetary winch with 16 ft. /min. maximum single line speed, double acting cylinders with integral counterbalance valves, gear bearing rotation system, double boom design. Painted white. (EC Power Option PN 65124 recommended with this crane)				
Rear Stabilizer up to 55,000 ft-lbs, manual out/crank down - for non-Stellar mechanics body up to with corner mount crane support, painted black, weld-on				
Adjustable boom Support - 24.63" to 30.63" - For EC4000, EC5000, EC6000 - Required with raised compartment in front of crane				
FAB AND INSTALL TAILSHELF WITH 2" RECIEVER HITCH AND 7/4 COMBO PLUG				
SPEEDLINE WORK AREA AND TAIL SHELF				
QUAD CAL OSHA INSPECTION				
PROVIDE AND INSTALL FIRE EXTINGUISHER CHOCK BLOCKS AND TRIANGLE KIT				
PRICE DOES NOT INCLUDE AND APPLICABLE SALES/USE TAX OR REGISTRATION				
SALES TAX - COUNTY OF SAN BERNARDINO			7.75%	0.00
Total				\$165,775.99



REQUESTS FOR PROPOSAL

VEHICLE PURCHASE

**Issued by Yerlys Hernandez, Public Works Director
Diego Viramontes, City Manager**

**City of McFarland
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**ISSUED: Friday July 26th, 2024
DUE DATE: Thursday August 15th, 2024, at 2:00 p.m.**

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- Cost.
- Adherence to the Specifications.

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SPECIFICATIONS:

- General: A new Dodge RAM 5500 Big Horn 2WD Single Cab, Ford F550 SRW 2WD Single Cab, Chevrolet Silverado 5500 HD LT 2WD Single Cab, or equivalent make/model truck.
- Cab and Body: Standard cab features. Rear bumper, chrome step, including pad, cloth seats, insulated vinyl floor mats, center console, dual sun visors, intermittent wipers, mud flaps (all 4 tires), air conditioning, accessory outlets, dual foldaway (heated) mirrors, interior light package, and a multi-speaker AM/FM radio with clock and “Bluetooth” capability for ‘hands-free’ phone use. The truck shall also come equipped with a reverse camera or other approved equal for backing safety.
- Engine: Standard for model.
- Transmission: Automatic.
- Electrical: Standard for model, all electrical to be wired to the ignition system.
- Axles: Standard for model.
- Wheelbase: Standard for model.
- Suspension System: Standard for model.
- Steering System: hydraulic power system.
- Brake System: Standard for model with 4-wheel anti-lock brakes.
- Trailer Hitch: Standard hitch with standard adaptor.
- Truck Bed: Utility Bed with capability to mount Hydraulic Crane. Truck Bed shall include factory-installed liner.
- Hydraulic Crane: Hydraulic extension up to 20’, crane weight rating of 4,000-10,000lbs, with a 30’ hard wired control, Power -17° to 75° boom elevation, and full manual outriggers 8K pound rated.
- Paint & Colors: Exterior color shall be white. Interior trim to be “black” or “gray” in color.
- Fuel System: Standard for model. Diesel preferred.
- Tires/Wheels: Tire treads to be “All Season” black wall type, mounted on either chrome, aluminum, or steel wheels. Spare tire and rim to also be included.

MANUALS:

In addition to the Owner's Manual, vehicle service manuals (for engine, chassis, utility bed, crane, and electrical) shall be provided in a book format and/or electronic format.

REQUIRED ITEMS ON PROPOSAL:

- Itemized Quote that includes all the bid specifications and price.

- The delivery date shall be stated on the proposal and may be a determining factor in the award of the bid.

Ln#	Item Code	Qty	Description	List Price	Extension
1	001-E/MAX/23	1.0	Douglass Maximizer Crane Body, 9' - Flat-top compartment on crane side, built-in flip-top boxes w/ dividers opposite crane. - Manufactured to fit a full sized chassis with dual-rear-wheels and a 60" cab to axle measurement. - Constructed with superior corrosion resistant A60 galvanized steel. - Heavy duty 14 & 18 gauge double panel doors with beveled edges. - Stainless steel piano hinges secured to body every 2.5". - Gas strut supports on all vertical doors and flip-top toolbox lids.		
2	003-0170	1.0	One Piece Wheel Well (PER PAIR) - Heavy duty 12ga one piece round wheel well reinforced with 3/4" split tube.		
3	008-2017	1.0	3 - Point Stainless Steel Latch System for Model E/MAX/23 - Full contact strikers offer positive locking to the body in three places for maximum security.		
4	008-4017	1.0	Triple Seal Weatherstripping for Model E/MAX/23 - OEM style weather stripping designed to protect your tools and equipment from the elements.		
5	008-0412	1.0	Wiring Harness, Ford Chassis - OEM type harness that plugs directly into vehicles existing light wiring harness requiring no cutting or splicing.		
6	008-0052	1.0	LED Tail Light Package (Grommet Style) - Brighter than bulb style lights for increased visibility and safety. - Mounted in shock absorbing rubber grommet. - Includes 9 Diode White LED back-up, 6 Diode Red Stop/Turn lights, and 3/4" Clearance lights package.		

Ln#	Item Code	Qty	Description	List Price	Extension
7	009-0033	1.0	Mount 9' Douglass Truck Body - Douglass certified mounting that meets or exceeds all D.O.T. requirements.		
8	010-0005	1.0	Paint 9' Douglass Truck Body - PPG high solids corrosion resistant primer and PPG Delfeet paint applied by a certified PPG Technician.		
10	008-3065	2.0	Stainless Grab Handle w/ Gasket		
11	009-0080	2.0	Fold Down Step		
12	009-0009	1.0	Cab Protector, Standard - Constructed with 2" x 2" square tubing for added strength. - Covered with expanded metal for maximum window protection.		
13	010-0115	1.0	Paint Cab Protector		
14	003-0163	1.0	Work Platform, Rear, "V" Notch. for DRW Bodies With Outriggers - HD work deck built from 1/4" steel plate with integral formed "V" notch. - Built-in driver side and curb side underbody boxes.		
15	003-3012	1.0	Latching Tailgate For Work-Platform - Removable tailgate for easy cargo access, with 2-Position automotive style rotary latches. - Actuated Stainless Steel Paddle Handle.		
16	009-0029	1.0	Rear Frame Extension		
17	069-0029	1.0	* * * Standard Towing Package * * *		
18	009-0073	1.0	Hitch, 2" Square Receiver, Class V (12K Capacity) - 12,000 lb Gross Tow Weight Rating - 1,200 lb Tongue Weight Rating - Never exceed the vehicle's weight rating, or the lowest rating of any component of the towing system		
19	060-0072	1.0	7-Prong Hardwired plug for chassis, except GM's and pickups		
20	009-0075	1.0	Install / Wire Trailer Connector Plug		
21	069-0031	1.0	* * * Interior Configurations * * *		
22	069-0002	1.0	Driver Side Front Compartment Interiors		

Ln#	Item Code	Qty	Description	List Price	Extension
23	003-0103	68.0	Adjustable Shelving, (DRW) - Heavy duty galvanized steel for corrosion resistance. - Shelves are "Fully" adjustable with virtually infinite placement options. - Mounted on rolled channel and secured with spring-nuts for easy adjustments.		
24	069-0005	1.0	Driver Side Horizontal Compartment Interiors		
25	003-0103	50.0	Adjustable Shelving, (DRW) - Heavy duty galvanized steel for corrosion resistance. - Shelves are "Fully" adjustable with virtually infinite placement options. - Mounted on rolled channel and secured with spring-nuts for easy adjustments.		
26	069-0006	1.0	Driver Side Rear Compartment Interiors		
27	003-0103	48.0	Adjustable Shelving, (DRW) - Heavy duty galvanized steel for corrosion resistance. - Shelves are "Fully" adjustable with virtually infinite placement options. - Mounted on rolled channel and secured with spring-nuts for easy adjustments.		
28	069-0007	1.0	Curb Side Front Compartment Interiors		
29	003-0103	68.0	Adjustable Shelving, (DRW) - Heavy duty galvanized steel for corrosion resistance. - Shelves are "Fully" adjustable with virtually infinite placement options. - Mounted on rolled channel and secured with spring-nuts for easy adjustments.		
30	069-0010	1.0	Curb Side Horizontal Compartment Interiors		
31	003-0103	50.0	Adjustable Shelving, (DRW) - Heavy duty galvanized steel for corrosion resistance. - Shelves are "Fully" adjustable with virtually infinite placement options. - Mounted on rolled channel and secured with spring-nuts for easy adjustments.		
32	069-0011	1.0	Curb Side Rear Compartment Interiors - Crane Compartment		

Ln#	Item Code	Qty	Description	List Price	Extension
33	069-0032	1.0	* * * Crane Configurations * * *		
34	061-1032	1.0	Auto Crane EHC-6, HW (370°) 360645001 - Hydraulic extension to 20' - 370° Non-Continuous Power Rotation - 30 ft Hard-Wired Control - Non-tipping swiveling travel block with latch - Power -14° to 75° boom elevation - Automatic overload protection: hoist, boom ext., & boom down - Meets OSHA 1910.180 requirements and ASME B30.5 safety standards - 24v Unit *Requires Additional Battery - 14,500 GVWR minimum chassis requirement - Two Year Factory Warranty		
35	040-23	1.0	Inbound Freight for AC6000+ Crane		
36	003-0061	1.0	Hoist Support, 4,000lb-10,000lbs Cranes, 20"-24"W Rear Compartment - Upgraded HD compartment support for crane.		
37	003-0190	1.0	5"x3"x1/4" Understructure - Upgraded HD underbody suport to 5" x 3" x 1/4" tubing.		
38	009-0059	1.0	Boom Support, 4,000# - 14,000#		
39	009-0066	1.0	Install, Crane, 4,000# - 14,000#		
40	060-0051	1.0	ANL-250, Bussman Fuse & Holder Kit		
41	060-33	1.0	Deep Cycle Battery Package - Includes hold down rods & plastic tray		
42	003-9080	1.0	Fixed Shelf		
43	067-0023	1.0	A-1 Springs, F-550 DRW 2 Crane Side 1 Other		
44	061-1217	1.0	Full Manual Outriggers, 8K, CS, AC 560142000		
45	040-0300	1.0	Freight, Inbound		
46	009-0201	1.0	Install / Support Outriggers		
47	069-0036	1.0	* * * Body Protection Package * * *		

Ln#	Item Code	Qty	Description	List Price	Extension
48	003-0001	2.0	Alum Dia Plate, Rock Splash Guards 35"-41" - Aluminum placed on front of compartments behind cab to protect body from rocks and other road debris.		
49	008-0301	1.0	Mud Flaps, 24x36 & 30 & 14, DRW		

NON-TAX ITEMS

Ln#	Item Code	Qty	Description	List Price	Extension
9	060-23	1.0	Weight Certificate - certified vehicle weight certificate for DMV registration.		



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 16.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: September 11,
2024

TO: Honorable Mayor and Council Members
FROM: Diego Viramontes, City Manager
SUBJECT: Designation of Voting Delegates and Alternates for the League of California Cities Annual Conference and Expo, October 16-18, 2024

SUMMARY:

The League of California Cities Annual Conference and Expo is scheduled to take place from October 16-18, 2024. A key component of this event is the General Assembly, where city officials have the opportunity to actively participate in shaping Cal Cities' policies. Each member city is entitled to appoint one voting delegate who will represent the city during the General Assembly on October 18. This delegate will have the responsibility of voting on resolutions that impact cities throughout California.

In addition to the primary voting delegate, cities are encouraged to designate up to two alternate delegates. These alternates can step in and vote if the primary delegate is unable to fulfill their duties. Both voting delegates and alternates can be either elected or appointed city officials.

FINANCIAL IMPACT:

There is no financial impact associated with this action.

RECOMMENDATION:

Staff recommends that the City Council designate one voting delegate and two alternates to represent the City of McFarland at the League of California Cities Annual Conference and Expo.

ATTACHMENTS:

1. 2024 Cal Cities Voting Delegate Information Packet



Council Action Advised by September 25, 2024

DATE: Wednesday, July 10, 2024

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 16-18, 2024
Long Beach Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 25. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI, Sec. 5(f).