ELECTRONIC TIMESHEET SOFTWARE

REQUEST FOR PROPOSALS



NOVEMBER **5**, **2013**

RESPONSE DUE: DECEMBER 23, 2013

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1. Introduction

1.1 Proposal Solicitation

The City of West Hollywood ("City") is soliciting proposals for electronic timesheet software that meets the requirements set forth in this Request for Proposals (RFP), as well as being capable of expansion to meet future needs. The goal is to identify vendors capable of implementing electronic timesheets that maintain a high level of functionality and ease of use, and which are, above all, capable of fully integrating with the City's current Eden Financial Management & Human Capital ERP Software.

Currently, the City uses printed timesheets created in Microsoft Excel. The City desires to move to electronic timesheets that can integrate with its current software, allow for various levels of supervisory approval, and be consistent with the payroll requirements contained in various Memorandums of Understanding (MOUs) that the City maintains with various employee unions. Appendix D includes relevant Memorandum of Understanding (MOU) sections.

1.2 General Information About The City

The City of West Hollywood is a General Law City with a Council/Manager form of government. The City is also a contract city, which contracts out many of its public services. The City has approximately 210 full-time and about 30 part-time employees. Its operating budget is approximately \$90 million. The City fiscal year begins on July 1 and ends on June 30.

1.3 City of West Hollywood Mission Statement and Core Values

As a premiere City, we are proactive in responding to the unique needs of our diverse community, creative in finding solutions to managing our urban environment, and dedicated to preserving and enhancing its well-being. We strive for quality in all our actions, setting the highest goals and standards.

1.4 City Project Team

A project team from various divisions has been established to assist in all stages of this RFP. The team will continue its involvement through its conclusion including vendor selection, implementation, and training.

2. Proposal Instructions

2.1 Access to RFP

Upon request, the RFP will be delivered from the City either via email as a PDF or by mail as a printed copy. The RFP will also be made available online at www.weho.org/notices.

2.2 RFP Coordination and Communication

The City's principal contact for this proposal will be Beth Rosen, Information Technology Management Analyst, (323) 848-6539, brosen@weho.org, 8300 Santa Monica Blvd., West Hollywood, CA 90069. Proposers may not contact any City of West Hollywood official, employee, vendor or customer to gather information about this RFP.

Solicitation with other City of West Hollywood official, employee, vendor or customer regarding this RFP is expressly prohibited without prior consent and may result in disqualification.

2.3 Schedule of Events

Request for Proposal Issued
RFP questions due via email
Distribution of answers to questions
Proposals Due at City Clerk's Office
No later than 4:00 p.m.
Proposer Demonstrations
Projected Selection
Projected Selection
December 23, 2013
January 23, 2014
February 17, 2014
April 1, 2014

2.4 RFP Amendments

The City reserves the right to change the RFP schedule or issue amendments to the RFP at any time. In the event the City amends the RFP, the City will extend the Proposal Due Date commensurately. The City also reserves the right to cancel or reissue the RFP.

2.5 Procedure for Submitting Proposals

Failure to comply with the requirements of this RFP may result in disqualification. Proposals received subsequent to the time and date specified above will not be considered. Proposals must include all the sections listed below and must be indexed and numbered in the order outlined below. List your responses and/or any reference to attachments as indexed and numbered below. To assist in the evaluation of the responses, please use the section titles listed below.

Time, Place and Format

Proposals must be received at the City Clerk's Office no later than 4:00 p.m. on the date indicated in the Proposal Schedule. Proposals received after 4:00 p.m. on the date indicated in the Proposal Schedule, regardless of the date of their postmark, will be rejected.

Proposals must:

- Not be folded and not be bound with any fabric, plastic, glue, staples, folder or rubber bands
- Show page numbers for all pages in the proposal
- Include seven (7) copies, each punched in a 3-ring binder and one (1) electronic copy on a disc or thumb drive as a PDF file
- Be on 8-1/2" X 11", 20-24 lb. white paper (do not submit covers)
- Be submitted in one or more envelopes, each of which clearly:
 - ✓ States "Electronic Timesheets RFP"
 - ✓ Identifies the Proposer
 - ✓ States the number of the envelope and the total number of envelopes by the Proposer

The envelope must be addressed as follows:

City of West Hollywood Attn: Corey Schaffer, City Clerk 8300 Santa Monica Blvd West Hollywood, CA 90069

If hand delivered, address as above and deliver to the City Clerk's office.

Proposals must address the requirements of the RFP in the exact order set forth in this Section. They should be as concise as possible and must not contain any promotional, advertising or display material.

2.6 Content to be Submitted with Proposal

The content and sequence of the information contained in each copy of the proposal shall be separated by tabs as follows:

A. Letter of Transmittal

Include your understanding of the work to be performed and conformance with General Terms and Conditions. In addition, state why you believe you are the best qualified to perform the services requested.

B. Summary Sheet

This section of the proposal must include a fully completed copy of the Summary Sheet (Appendix B) included with this RFP.

C. Conceptual Plan

The City desires to move to electronic timesheets that are easy to use, provides decentralized, secure time entry, can integrate with its current software, provides various levels of supervisory approval, is consistent with the payroll requirements contained in various Memorandums of Understanding (MOUs) that the City maintains with various employee unions and meets the needs outlined in the functional requirements.

Provide a conceptual plan for services to the City that you believe is appropriate for the City. Describe your online timesheet system. Indicate features, resources, technology, skills and/or services, which distinguish your software and make it the better choice for the City.

Include a proposed implementation plan that outlines the process, proposed project schedule, requirements of City staff, requirements of Eden Financial Management & Human Capital ERP Software, and training that will be provided to achieve the Conceptual Plan. In addition, explain how the Proposer will handle day-to-day problem resolution during the implementation.

Address the technical architecture of the conceptual plan including hardware platforms, storage space for full implementation, workstation requirements, application security including measures taken to ensure confidentiality of employee information. Explain how your data is backed up in the event of a natural disaster or major unforeseen event and any assistance you can provide during the recovery after such events. Describe the frequency of new releases and enhancements.

D. Cost Proposal

An estimated cost proposal for the conceptual plan must be provided. Provide an explanation of any assumptions that the Proposer made in calculating the project costs. Separate the software licensing costs, one-time implementation costs and ongoing maintenance and support costs and any additional expenses.

E. References and Pending Litigation

List five similar public agencies for which the Proposer has provided similar software in the last five years and when performed. In a table format, show name of the organizations, payroll software used by the organizations, software provided, and names and telephone numbers of persons who can be contacted with regard to the software you have provided.

Include an explanation and status, if in the last five years, the Proposer or an officer or principal of the Proposer's company has been involved in any litigation, legal proceedings, or investigations by a regulatory authority.

F. Certification of Proposals

Return a copy of the entire completed certification properly executed as provided for in Appendix A.

G. Proposer's Insurance

The selected Vendor must provide and maintain in force at all times during the term of the services contemplated herein insurance for Workers' Compensations and Commercial General Liability in amounts consistent with the services provided and as determined jointly by the City and the Proposer. Such policies should be issued by companies admitted in the State of California.

H. Environmental Sustainability

Please explain methods that will be used while conducting business in the City of West Hollywood that encourages recycling of materials and implementation of environmentally friendly practices and procedures.

2.7 Proposal Evaluation Factors

Significant factors that will be considered in the evaluation of proposals include technical software features, implementation and support, reliability, versatility, flexibility of application software, and price. However, no single criteria, including price, will dictate the City's ultimate system selection. The relative importance of these factors involves judgment on the part of the City's management personnel and will include both objective and subjective analysis.

Proposers' proposals will be evaluated against the specifications as presented in the RFP. A proposal that fails to address any one or more critical specification of the RFP will not be considered. Specific evaluation criteria will include the following:

Evaluation Criteria	Weight
Capabilities and ability to meet the technical, business, and functional requirements of this RFP	20%
Responses demonstrate how the software will adequately meet the City's needs	
Demonstrated experience and ability to meet the City's time reporting needs	
Proposer highlights experience, particularly with public agencies, over the past five years	20%
Price	000/
Reasonableness of proposed cost, maintenance and support	20%
Completeness & quality of the response as outlined in the RFP	
Response adequately addresses all requirements of the RFP including formatting, inclusion of attachments and number of copies	15%
Feasibility, timeliness, and quality of project schedule	
Proposer provides realistic schedule and addresses the resources and time commitment required by West Hollywood personnel	15%
Quality and depth of references	
References adequately substantiate Proposer's ability to deliver proposed services	10%

2.8 Proposer Demonstrations

Proposers selected as the finalists will be required to make an oral presentation of their proposal to City during the RFP evaluation period. This presentation will provide the Proposer with the opportunity to clarify their proposals to ensure thorough and mutual understanding. City reserves the right to require that the highest scoring Proposers provide one or more demonstration(s) of the proposed software using "live" data prior to the final selection of a Vendor. City will identify specific scenarios to be included in these demonstrations.

Finalists may be required to give a one-hour overview to executive management. The overview should focus on the ability of the system to:

- meet the functional requirements listed in this RFP and accommodate typical, complex requirements without resorting to custom code;
- integrate with the City's information technology infrastructure and data standards;
- be user friendly; and
- minimize the total cost of ownership.

All expenses incurred by the Proposer for participating in the oral presentations, including the executive management overview, and software demonstrations will be the responsibility of the Proposer.

2.9 Site Visits

The City may choose to conduct site visits to the Proposer's place of business and/or Proposer's clients as part of the evaluation process. The site visits may be used to determine the customer's satisfaction with the Proposer's products. The evaluation of Proposer client sites will be based on the following:

- The customers assessment of the Proposer's service during system implementation;
- The customers assessment of the Proposer's ongoing support; and
- The overall user satisfaction with the system.

2.10 Selection Process

Responsive proposals received by the deadline will be evaluated by an evaluation committee established by the City. Additionally, an independent checking of references may be used to assist in selecting the finalist(s). Oral interviews, demonstrations and site visits may be conducted by the City. Contract negotiations will take place with the finalist.

Award will be made to the Proposer offering the most advantageous proposal after consideration of all evaluation criteria set forth in this RFP. The committee will evaluate all proposals received in accordance with the evaluation criteria. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the City after all factors have been evaluated.

A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring Vendor or withdraw the RFP.

2.11 General Requirements

A. Inclusion of Proposal

The proposal submitted in response to this RFP may be incorporated as part of the final contract with the selected Vendor.

B. Right to Purchase from Any Source

The City reserves the right to purchase from any source or sources any desired products or services relating to this proposal.

C. Right to Reject Any or All Proposals

The City reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed to be in the best interest of the

City. Where two or more Proposers are deemed equal, the City reserves the right to make the award to one of the two Proposers.

D. Latest Technology

The Proposer must provide the latest versions of all software. All manufacturer licenses, titles, manuals, and warrantees will be passed through to the City of West Hollywood. The Proposer warrants that deliverables will be in conformance with the RFP, free from defects of product or workmanship, and fit for the intended purpose. All warrantees survive delivery and are not waived by the City's acceptance or payment.

E. When a Software Vendor and Implementation Vendors are Different

The City understands that one of the ways Software Vendors handle system implementations are with Implementers. When a Software Vendor submits a joint proposal with an Implementer the software Vendor must attest that the Implementer is certified to implement their software. If the Implementer approach differs from the Software Vendor's recommended approach, the Implementer should state so in the proposal. Then Implementer must state the best product to meet the City's needs, to the best of their experience. If more than one Implementer chooses to propose a Software Vendor's solution, the software Vendor must provide the same software costs to each Implementer.

F. Ability to Perform

Proposer warrantees that it possesses the expertise to provide all equipment, labor, materials and licenses necessary to carry out and complete the work in compliance with the request for proposal as well as any and all federal or state laws and regulations.

The Proposer shall guarantee that all provisions of the proposal submitted shall remain in effect for a period of 120 calendar days from the proposal due date, unless extended by mutual agreement. Proposal may not be withdrawn after the submission date.

G. Withdrawal of Proposals

Proposer s may withdraw their proposals, without prejudice, prior to the date and time the proposals are due to the City Clerk, by sending a written request to David Wilson, Director of Finance and Technology Services. No proposal received after the closing date will be considered.

H. Proposal Validity Period

Submission of a proposal will signify the Proposer's agreement that the proposal is valid for 120 days from the date the proposals are due to the City Clerk.

I. Payment Terms

The City will require a fixed fee or a price not to exceed contract.

Payment for software, less 10% of the software price, will be made upon successful installation at the City of West Hollywood. Successful installation is defined as all components purchased via this proposal and contractual agreement are fully operational and able to be relied upon on a daily basis using West Hollywood's existing network (includes completion of employee training).

Payment for all services will be made following the successful delivery of those services in accordance with the City's municipal code. Under no circumstances shall payment be made in advance of work performed. The City cannot accept contract clauses where the City would be required to pay any late fees, interest charges or penalties.

J. Acceptance Test/Title

The City will require a 120-day acceptance test, which will begin after completion of successful installation. Successful installation is defined as all components purchased via this proposal and agreement are fully operational and able to be relied upon on a daily basis using West Hollywood's existing network (including employee training).

Ten percent (10%) of the software price will be retained by the City and will be released after successful performance of the acceptance test. The City will exercise all functions of the system to ensure it meets all requirements as stated in this RFP and in the Proposer's proposal. The Vendor has a duty to repair or replace any problem components within the agreed upon time frame. The City's acceptance will be transmitted in writing. If completion of the acceptance test is unsuccessful, the City shall have the option to return all equipment and software and the Proposer shall refund any monies paid towards the software.

K. Software Escrow

The successful bidder shall be expected to deposit and maintain a current copy of the software code in an escrow account that shall be accessible to the City of West Hollywood in the event of the failure of the successful bidder. The escrow account shall not be tied to an active software maintenance agreement at any time.

L. Expenses of Proposal Preparation

Each proposal prepared in response to this RFP shall be done at the sole cost and expense of each Proposer and with the express understanding that no claims against the City for reimbursement will be accepted.

M. Public Records and Right to Submitted Proposals

All proposals, inquires, responses, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the Proposer will become the property of the City when received.

The City of West Hollywood is subject to California law regarding the disclosure of public records. Proposers must clearly identify any information they regard as proprietary in the proposal. Any such information should be marked "Proprietary" or "Confidential." Information that is proprietary within the meaning of California law will be withheld from any public records requests. All other information is subject to disclosure.

N. Contract and Insurance Requirements

It is recognized that the formal basis of any agreement between Proposer and the City will be a contract rather than a proposal. The City maintains various policies related to contractual service providers. Among these are an anti-discrimination, a living wage, and equal benefits policy. In submitting proposals, Proposers must indicate that they are prepared to comply with City ordinances and policies. As part of the contract or during contract negotiations, the City may request that the selected Proposer sign a statement affirming its compliance with these policies. In addition, insurance will be required as part of the contract. Appendix C includes sample contract provisions and insurance requirements. This RFP and the proposal submitted in response to this RFP may be incorporated as part of the final contract with the selected Proposer

3. Functional Requirements/Background Information

3.1 Functional Requirements

The City desires to move to software-based timesheet data entry (which can be web-based), with differentiation between exempt and non-exempt employees The timesheet application should be easy to use, allow for decentralized, secure time entry, integrate with its current software Eden Financial Management & Human Capital ERP, provide various levels of supervisory approval, be consistent with the payroll requirements contained in various Memorandums of Understanding (MOUs) that the City maintains with various employee unions and meet the needs outlined in the functional requirements that are described below. Appendix B includes a summary of the functional requirements.

3.2 Current Technology Environment

In order to enter and approve employee hours and leave usage, the City currently uses Excel spreadsheets which are completed by employees, printed, and manually approved. This information is then entered into the City's Eden Financial Management & Human Capital ERP Software to determine employee payroll and various types of leave accruals and balances. Additionally, employees may check their current leave balances using Eden Personnel Web Extensions Employee Info Center. The City is interested in converting its existing timesheet functionality (specified further in this section) to an electronic version. The City's two main priorities are:

- 1. Any software must integrate as seamlessly as possible with its current technology environment, especially the Eden Financial Management & Human Capital ERP Software.
- 2. Must maintain the current level of functionality, with several additions in functionality, both specified in this section.

Although West Hollywood is not a large city, the City has recently been investing to upgrade our technology infrastructure as our customers and employees' needs change. The following provides an overview of the key components of the City's technology environment:

- Cisco Network infrastructure
- Desktops
 - o HP Hardware (3.2 GHz processor, 4 GB to 8 GB RAM,)
 - o 100/1000 Ethernet LAN
- Phones System
 - o Cisco Call Manager 9.1
 - o Cisco 7945 phones
 - o Cisco 7965 phones
- Servers
 - HP Hardware
 - Windows Server 2008 R2 64bit
 - Microsoft Exchange 2010 SP1 64bit
- Virtualization
 - VMware ESXi Server 5
- Directory services Active Directory
- Database
 - Microsoft SQL Server 2008 R2 64bit
- Terminal Services
 - o Citrix Xen App 6.5
- Remote Access
 - Cisco VPN, GoToMyPC
- Mobile devices
 - o BES 5.0.3 MR3
 - o iPhones
 - HP Notebooks
 - Panasonic Toughbooks
- Backups
 - BackupExec v12
- Microsoft Visual Studio 2005

- Microsoft SharePoint 2010
- Standard Desktop Software
 - Microsoft Windows 7 SP1
 - Microsoft Office 2010
 - Microsoft Internet Explorer 9
 - Microsoft System Center 2012 Endpoint Protection
 - Adobe Flash
 - Adobe Reader
 - Cisco UC Integration for Microsoft Lync
 - Citrix Receiver
 - Crystal for Eden
 - CutePDF
 - o Eden
 - Eden Prerequisite
 - EMET
 - Google Chrome
 - o HDL
 - o Java
 - Microsoft Lync
 - o Quicktime
 - Silverlight

The City currently has very few enterprise-wide applications. It is very common for departments that should be sharing information to enhance inter-departmental collaboration to have critical information in separate databases and Excel spreadsheets or Access databases that reside on an employees' desktop. The list below identifies the current state of applications:

- ERP Tyler Eden Financial Management & Human Capital ERP Software 5.9.1.3
- Permitting HdL
 - HdL Building Permits v1.10.52 (migrating to CRW)
 - HdL Rent Stabilization System v1.2.2
 - HdL Business License System v4.5.136 (migrating to Eden 1Q2014)
 - o HdL Business License Regulatory v4.5.136 (migrating to Eden 1Q2014)
- Work Order
 - o Cartegraph v8.2b
 - Administrator module
 - Navigator module
 - VERSAview module
 - WORKdirector module
- Report Writer

- Crystal Reports v9 and v10
- GIS
 - ESRI ArcGIS v9.3 (10 concurrent licenses)
 - ESRI ArcGIS for Server Enterprise Standard v10
- Document Imaging/Records Management
 - o Laserfiche v9.0
- Customer Relations Management (CRM)
 - GovPartners

Users outside of Information Technology do not have administrative privileges on their workstations or on the network and cannot install any applications. Security and application settings are controlled via Group Policies which are based on Active Directory groups. All applications and software updates are deployed to staff workstations via Microsoft System Center 2012.

3.3 Existing Timesheet

The timesheet form that the employee uses is based on several key pieces of information.

- 1. First, whether they are exempt or non-exempt.
- 2. Next, the bargaining group that covers their position, which is used to identify the hour type and MOU provisions available to the employee
- 3. Finally, the employees defined work week (which is a combination of the shift code, and FTE) and defines the start of each 168 hour work week.

The City pays employees biweekly (26 times, every 2 weeks). The defined work week/shifts define the starting and ending dates on the timesheet, which is then input in the open pay period.

Shift Code	Description
4_36	4 days 36 hours a week
4_40	4/40
4_40 fri	4_40 Friday
4_40 wed	4_40 Every Wed Off
5_40	5/40
7_40	Recreation
9_80	9/80
9_80 lite	Alternate Friday Off Schedule
9_80 sun	Sunday Shift Change
9_80 thurs	Thursday shift change
9_80 wed	Wed Lite shift change

City of West Hollywood Time & Attendance Report - Non Exempt Split 9/80 Submission EMPLOYEE EMPLOYEE NUMBER Beth Rosen 1299 WORKWEEK BEGINS AT: ORG. NUMBER 3-Mar Wed- 5:15 PM PAY PERIOD ENDED Friday, March 27, 2009 3/14 3/11 3/12 3/13 3/16 3/17 3/21 3/23 3/24 1:00 PM OUT 5:00 PM 5:00 PM 5:00 PN 5:00 PM 5:00 PM 5:00 PM 5:00 PN 5:00 PM 5:00 PM 6:00 PM 6:00 PM 6:00 PN 6:00 PM 6:00 PM 6:00 PM 6:00 PM 6:00 PM 6:00 PM 11:00 PM 11:00 PN 11:00 PM 11:00 PM 11:00 PN 10:00 PN 11:00 PN IN OUT TUE Siliri Din 0.00 9.00 4.00 9.00 9.00 SICK LV ADMIN. LV HOLIDAY JURY DUTY *LVS-OTHER SUBTOTAL 9 9 40,00 ENTER COMP ERND HRS YOU WISH TO BOOK O.T HRS WILL BE AUTOMATICALLY COMPUTED D.T HRS WILL BE AUTOMATICALLY COMPUTED OVERTIME ENTER TYPE () & HRS--40.00 *Jury Duty, Workers' Comp.: By signing this timesheet, I understand that the City is advancing funds for jury duty or workers' comp. that may be paid to me later by the Court or insurance companient, I will bring a copy of the check to the City casher and pay to the City the daily rate the Court or workers' comp paid me. If I do not pay the City within 15 days of the end of jury duty or recomp payment, I authorize the amounts to be deducted from my paycheck. iniOut Times must be input as time values. The format is hh:mm xM. Be sure to put PM for times occuring in the afternoon. HRS WRKED time will automatically calculate. NOTE: The only hours you need to enter below the SUBTOTAL line are COMP ERND and OTHER. All shaded boxes are either subtotal or grand total lines and will be automatically calculat If you need to post time to a project, enter the amount in another HRS WRKED row. Project hours will be subtracted from the top row of hours worked. Finally, select the project number fr list provided in the Project No Column. If your injout time doesn't match the hours-worked time, a red square will appear below the Grand Total Bar.

3.4 Personal Information

Currently, the employee enters their employee name, employee number, and the code that represents the department and division they work in. They also indicate what shift they are on and whether they are a temporary employee or intern. It is expected that this information will be pulled by default from Eden's database after the user logs into the electronic timesheet software.

3.5 Pay Date

Next, the employee enters the pay period end-date. The majority of the time, an employee completes his/her timesheet for the defined work week days that fall under the current/open pay period. There are instances, however, when an employee must complete a timesheet in advance (e.g., extended vacation, leave of absences, sabbaticals). It would be preferable for the timesheet to indicate the expected pay-date

(e.g., check date for applicable pay period). Occasionally, employees need to record time for a prior date, especially to record time for a project they may have forgotten.

Additionally, it is desired that the timesheet would "know" City Holidays and "default" in accordance with the MOU, the appropriate amount of hours on those days. In other words, full-time 9/80 and 4/40 employees would receive 9 hours holiday pay; ¾ time employees would receive 6.75 hours; ½ time employees would receive 4.5 hours. Full time 5/40 employees would receive 8 hours holiday pay; ¾ time employees would receive 6 hours; ½ time employees would receive 4 hours. Employees who work on the holiday can revise the timesheet to zero out the holiday hours and record their hours worked.

3.6 Project Numbers

Some project-phases are setup for situations when an employee works for another division which plans to absorb the cost of those hours, overriding the fixed cost distribution maintained by the employee's appointed position. Other project-phases are set up to track employee time for reimbursement by either a developer or grantor.

Currently, project-phases numbers are noted on the timesheet by date and selected from a dropdown list of active project-phases. It is expected that project-phase information will be pulled by default from Eden's database into the electronic timesheet software. Currently, employees record a description of accomplishments or tasks performed for that project, during that time period, on a separate Word document so they can do the project billing descriptions at a later time. Ideally, we'd like to capture those journal entries and transfer them to project accounting.

3.7 Temporary Employees Interns, Temps, Regular Staff and Hour Types

The timesheet form allows you to indicate whether you are a Temporary Employee or an Intern. It is expected that based on the employees bargaining group that covers their position and whether they are exempt or non-exempt, the applicable hour types will be available. In other words, exempt employees would not be able to choose Overtime; Interns would only see Intern hour types; some bargaining units do not receive and therefore cannot take Personal Leave.

Regular Staff	Temps	Pers Temps	Interns
Regulr Hours 100-101	Temp Regulr 201	Pers Temp Regulr 251	Intern Regulr 301
Over- time 102	Temp OverTm 202	Pers Temp OverTm 252	Intern OverTm 302
Vacatn Leave 103	Temp Vacatn 203	Pers Temp Vacatn 253	
Sick Leave 104	Temp Sick 204	Pers Temp Sick 254	
Admin Leave 105			
Persnl Leave 106			
Comp Eamd 107			
Comp Used 108			
City Holiday 109	Temp Holidy 205	Pers Temp Holidy 255	
FCL 124 Parentl			
Leave 125-126			
Bereav Leave 127			
Special Admin 128			
Shift Differ 133			
Jury Duty 141			
Call Back Pay 142			
Stndby Pay 143			
Wrkrs Comp 147			
Leave W/O Pay 199			
Admin Leave Cashout 112			
Vacatn Leave Cashout 114			
Sick Leave Cashout 116-117			
Comp Time Cashout 121			

The City uses a crystal report to track temps and interns that work more than 1,000 hours in a fiscal year. Once temps or interns are paid for more than 1,000 in a fiscal year, they start to earn PERS credits and different hour codes are used to record time.

3.8 Signatures, Printing, and Approval Queues

Currently, timesheets are printed and signed by the employee. They are then approved by a Supervisor, and/or Manager and/or a Department Director. In some instances, this may be one signature (Employee who reports to a Director) while in other cases this may be an Employee who reports to a Supervisor who reports to a Manager who reports to a Director.)

When an approver is absent, the approval queue should allow for a substitute:

- Another supervisor within the same division,
- Another manager within the same department,
- Another director.
- or, from someone in Payroll.

If someone higher in the approval queue process approves the timesheets, there should be no need to go back and get the lower approver's approval.

Approvers should be able to see all timesheets they can approve, regardless of the timesheet's current approval level. They should be able to approve one timesheet, a selected group of timesheets (e.g., all my level 1), or all the timesheets awaiting their approval.

3.9 Time Entry

A. Exempt Employees

Exempt employees are expected to work whatever hours are necessary to accomplish the goals and deliverables of their exempt position. Thus, exempt employees have more flexibility in their schedules than non-exempt or hourly employees. Exempt employees are employees who are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

Exempt employees record the total numbers they work or use accrued leaves in a defined work week. The total number of hours should not exceed the total number of hours in their defined work week. If it does not, the remaining hours are posted to available leaves or leave without pay, hour type 199.

B. Part-Time Exempt Employees

The City currently has part-time exempt employees that need to record their actual hours worked. So, their defined work week may provide for 30 or 35 hours, but they are allowed to work up to 40 regular hours and are paid for the actual hours worked. For example, a 30 hour part-time exempt employee may work 33 hours in week 1 and 27 hours in week 2; a 35 hour part-time exempt employee may work 37 hours in week 1 and 40 hours in week 2.

When part-time exempt employees reach the total number of hours in his/her defined workweek, that employee cannot use additional leaves. For example if a 30 hour part-time exempt employee works 30 hours, they cannot use sick, admin, vacation or personal leave during that work week.

Finally, part-time exempt employees are only allowed to use leave for the difference between the actual number of hours worked and their shift/defined work hours, assuming that they have not worked their defined work week hours. So, if a 30 hour part time exempt employee works 27 regular hours, they can use 3 hours of leave. The electronic timesheet would not allow the employee to enter more than 3 hours of leave.

C. Non-Exempt Employees

Non-exempt employees are normally required to account for hours and fractional hours worked. Non-exempt employees are employees subject to all Fair Labor Standards Act (FLSA) provisions including the payment of overtime. They are required to document the actual time that they work. Employees record the time they start work (IN) and the time the stop work (OUT).

While some non-exempt employees actually work the scheduled hours in their shift on a day by day basis, most do not. Since non-exempt employees are paid for actual time work, it is essential that the defaulted defined-work week shift be overridden so that the timesheet reflect the actual hours worked.

Overtime is the hours that non-exempt employees work over 40 hours during a work week that is not posted as Comp Time Earned. Overtime is counted across an entire work week, not on a day-to-day basis. So, an employee who works 10 hours on Monday and seven hours a day for the next four days is not considered to have worked overtime for purposes of pay. Once 40 hours of regular time is recorded, hours can posted as Comp Earned (hour type 107) or paid as overtime (hour type 102).

Overtime Calculations:

- There shall be no pyramiding of overtime.
- Paid leave shall be counted as time worked for the purpose of calculating overtime.
- Overtime shall be calculated in increments of six (6) minutes (0.10 hour).
- The additional regularly scheduled hours in a work day required by a standard or modified work schedule shall not be calculated as overtime.

If the employee actually works on a holiday, the holiday leave is reduced by the hours worked and the employee is paid at 1.5 times their regular rate.

Some non-exempt positions work standby shifts, on a rotating basis. These employees record the In/Out times of their standby shift, when applicable, so that:

- Each In/Out is no more than 8 hours (employees receive 1 hour of pay at the regular time rate for every 8 hours of standby time)
- The In/Out time does not overlapped hours worked

Whenever an employee is unexpectedly ordered to return to work following the termination of his normal work shift, the employee shall receive a guaranteed payment of three (3) hours pay (callback code142) at the rate of one and one-half (1 ½) of the employee's regular rate of pay according to the MOU. If the employee reports to work (callback code 142), the standby pay (standby code 143) for the shift that includes the callback pay is waived.

Shift Differential:

When the hours worked for a non-exempt employee (based on their salary group and corresponding Memorandum of Understanding [MOU]) are between 6:00PM and 6:00AM and outside the employees defined work week/shift schedule, a 10% shift differential is paid effective for those specific hours, unless the employee indicates that they modified their schedule (e.g., to accommodate timeoff for an appointment).

D. Use of Accrued Leaves

If the number of hours worked is less than the defined work week-shift, employees can use available leaves so that the total number of hours for the day equals the total number of hours in their defined work week. Currently, the City's excel timesheet does not have the ability to warn employees about using more leave hours than their current balance or losing leave hours because the maximum leave accruals has been reached. It is anticipated that leave balances and maximum accrual information will be pulled by default from Eden's database after the user logs into the timesheet software.

Exempt full-time and part-time employees cannot use leave time to calculate overtime. Non-exempt employees can use leave hours to calculate overtime. In other words, non-exempt employees are allowed to enter leave hours that are less than or equal to the difference between the employee's defined work week hours for that day and hours worked.

E. MOU Provision: Cashouts

The MOU between the City and the various bargaining units provides the option to exchange unused leave time for monetary compensation. There are various eligibility tests/checking that must be done prior to awarding cashouts (which are described in the Cashout Table below). Ideally, using the business rules we input (like billing categories and rates), the application would let the user know that they:

- did not have a positive or zero (96 hours minimum balance for sick leave cashout; 0 for Comp Time cashout) balance if the cashout hours requested were processed;
- have not taken enough leaves in the prior 12 months to meet eligibility requirements (vacation cashout);
- have already cashed out the maximum of this leaves in the calendar year (Admin); and
- would select the correct hour code based on the leave balance and cashout type.

Figure 1 Cashout Table

	Hour Type	WHMA	ACD	ACE	WEHOME
Admin Leave - Cashout	112	An employee shall have the option of being paid for a maximum of sixty (60) hours of unused Administrative Leave per calendar year or have an equal amount deposited in the City's Deferred Compensation Plan.	Employees shall receive administrative leave of four (4) hours per month and they shall be entitled to "cash out" administrative leave.	An employee shall have the option of being paid for a maximum of forty-eight (48) hours of administrative leave in a calendar year or may have an equal amount deposited in the City's Deferred Compensation	An employee shall have the option of being paid for a maximum of forty-eight (48) hours of Administrative Leave in a calendar year or have an equal amount deposited in the City's Deferred Compensation Plan.
Comp Time - Cashout	121			Employees may convert unused compensatory time to cash or have the equivalent amount deposited in their deferred compensation account at any time during a fiscal year except that the conversion must be paid no later than April 30.	During the month of December of each year, employees may convert unused compensatory time to cash or have the equivalent value deposited in their Deferred Compensation account.
Vacation - Cashout	114	Each employee may opt to exchange unused vacation time for monetary compensation provided that such employee has taken at least 80 hours of any combination of vacation, administrative leave, sick leave, parental leave or other personal leave in the prior 12 months.		Each employee may opt to exchange unused vacation time for monetary compensation every year provided that such employee has taken at least eighty (80) hours of leave in the prior year.	Employees may opt to exchange unused vacation time for monetary compensation, provided that the employee has taken at least eighty (80) hours of vacation, compensatory time, administrative or personal leave or any combination thereof in the prior twelve months.
Sick Leave - Cash Out	116	An employee who has accrued in excess of 200 hours of sick leave may request to be paid for all hours accrued in excess of 200 hours at 100% of the employee's current rate of pay. Employees who have accrued more than 96 hours but less than 200 hours may elect to receive compensation at the rate of one-half (1/2) of their straight time hourly rate of payfor each hour of sick leave accumulated in excess of ninety-six (96) hours.	An employee who has accrued in excess of 200 hours of sick leave may request to be paid for all hours accrued in excess of 200 hours at 100% of the employee's current rate of pay. Employees who have accrued more than 96 hours but less than 200 hours may elect to receive compensation at the rate of one-half (1/2) of their straight time hourly rate of payfor each hour of sick leave accumulated in excess of ninety-six (96) hours.	An employee who has accrued in excess of 200 hours of sick leave may request to be paid for all hours accrued in excess of 200 hours at 100% of the employee's current rate of pay. Employees who have accrued more than 96 hours but less than 200 hours may elect to receive compensation at the rate of one-half (1/2) of their straight time hourly rate of payfor each hour of sick leave accumulated in excess of ninety-six (96) hours.	An employee who has accrued in excess of 200 hours of sick leave may request to be paid for all hours accrued in excess of 200 hours at 100% of the employee's current rate of pay. Employees who have accrued more than 96 hours but less than 200 hours may elect to receive compensation at the rate of one-half (1/2) of their straight time hourly rate of payfor each hour of sick leave accumulated in excess of ninety-six (96) hours.

Appendix E includes a workflow of the current Timesheet process. It also identifies which data elements are found in Eden's ERP and what information is kept outside of Eden.

Appendix A Certification of Proposal to the City

- 1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated November 5, 2013 and to be bound by the terms and conditions of the RFP.
- 2. The Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 4. The proposal includes all of the commentary, figures and data required by the Request for Proposals, dated November 5, 2013.
- 5. This Proposer has carefully read and fully understands all of the items contained in the General Requirements. The Proposer agrees to all of the General Requirements except for those listed on an attachment.
- 6. The proposal by this Proposer is an irrevocable offer and shall be valid for 120 days from December 23, 2013.

Name of Proposer:	
Ву:	
(Authorized Signature)	
Type Name:	
Title:	
Address:	
Telephone Number:	
Fax Number:	
Email:	
Date:	

Appendix B Summary Sheet

Proposer Name:	
Address:	
Telephone:	
Federal TIN	_State TIN
Number of years in existence:	
Management person responsible for direct for this Request for Proposal (RFP):	contact with the City and services required
Name:	_ Title:
Telephone:	_ Fax:
Email:	
Person responsible for day-to-day servicing	of the project:
Name:	_ Title:
Telephone:	_ Fax:
Email:	
Attach brief biographies/resumes, including responsible person(s) assigned to the RFP	g experience with local governments, for al and to the City of West Hollywood.

Functional Requirement Summary

Below is a list of functional requirements questions. Complete your response to each question by placing an "X" in the column of the letter that most closely indicates your response to that particular question. Response options are as follows:

- F = Fully provided out-of-the box without any customizations or modifications
- CO = Fully provided with configuration (e.g., table configuration, built with provided tool set); no changes to source code.
- R = The requirement can be met by running a report within the system
- TP* = Third party software required to fully meet the required functionality
- CU** = Customization (i.e., changes to the source code)
- NA = Not available
- * Must be listed and priced in the Cost Proposal

Any additional comments relating to specific questions should be done in the Notes box.

For example:

Fully provided out-of-the box	Fully provided	The requirement	Third party software			
without any	with	can be met by	required to fully	Cuata mination		
customizations or modifications	configuration; no changes to source code.	running a report within the system	meet the required functionality	Customization (i.e., changes to the source code)	Not available	
F	CO	R	TP	CU	NA	
		X				
Users can easily get this information by running the report						
	OSCIS Cari	odony got tine	3 II II OI I II I I I I I			

1. Allows non-exempt employees to record actual time worked (in/out and verify that no in/out periods overlap

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes					

^{**} Must be listed and priced in the Cost Proposal.

2. Able to allocate regular hours worked to defined work days for exempt employees and verify that the exempt employees are not paid more than 40 yours unless a leave cashout is requested.

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes					

3. If exempt employees work more than shift hours, allows exempt employees to enter actual hours worked for the day and verifies that the exempt employees is not paid more than 40 hours for the pay period unless a leave cashout is requested.

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes					

4. Capable of handling different work week schedules, including regular and standby shift hours worked and different defined work weeks for employees

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes			<u> </u>	<u> </u>	

5. Capable for pushing city Holiday hours to employee timesheets based on defined work week hours.

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	СО	R	TP	CU	NA
Notes					

6. Allows employees to allocate time to multiple projects, other divisions or grants and record a brief description of work done.

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes			I	1	

7. Allows non-exempt employees to note any portion of hours worked over forty as earned comp time.

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes					

8. Allows Employees to use earned leave time (e.g., sick time, vacation) as long as there is a positive leave balance and, if appropriate mark the leave as FMLA.

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes					

9. If a leave type requires documentation (jury duty, doctor's note for sick leave more than 3 days), notifies employee that documentation is required and allows employee to upload PDF file.

F	СО	R	TP	CU	NA
Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available

10. Allows employees to request a cash-out of accumulated leaves

any with configuration; customizations or modifications source code.	can be met by running a report within the system	required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F CO	R	TP	CU	NA
Notes				

11. Employees are notified if leave balance plus the current accrual will exceed the maximum allowed.

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes					

12. Non-exempt employees are able to note In/Out times of any callbacks (non-contiguous hours worked outside the defined workweek schedule) and a brief description of the work done. Callbacks less than the guaranteed amount (e.g., 3 hours) are compensated at the guaranteed amount

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes					

13. Identifies hours worked by non-exempt employees in their bargaining unit's negotiated shift-differential period and records a shift differential

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes				•	

14. Calculates overtime for non-exempt employees after comp-time earned is subtracted from hours worked

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes					

15. For exempt employees, verifies that when leaves are used, regular hours worked plus holiday hours plus leaves do not exceed the shift hours and notifies employees to reduce leaves used when too many leave hours are used.

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes			I	1	

- 16. Provides adequate security for employees and supervisors so that:
 - (a) Employees can maintain their own time sheet and only their timesheet
 - (b) Authorized employees can enter time for employees within their departments

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes					

17. Has automated workflow timesheet approval options that are driven by their appointment division.

customizations or modifications	no changes to source code.	running a report within the system	meet the required functionality	changes to the source code)	Not available NA
Notes					

18. Contains an audit trail that tracks data changed, hold original data and user name of the person modifying or viewing an item.

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes					

19. Allows timesheets using leave balances (e.g., vacations, rolling out leaves) for future pay period to be submitted by an employee

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes					

20. Sends e-mails notices to supervisors and/or managers regarding missing time documents

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes					

21. Tracks leave usage.

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes			1	1	

- 22. Provides a time summary report that can be printed or emailed
 - (a) For the employee that lists hours worked and leaves used by date and then subtotals for the pay period.
 - (b) For the manager that lists hours worked and leaves used by date for each employee and then subtotals for the pay period.

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes			1	<u> </u>	<u> </u>

23. Provides ad hoc and routine reports.

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes					

24. Provides the ability to export time records into a text delimited file that can be imported into Eden's payroll module using Eden's Import Timesheet Data form.

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes					

25. Provides the ability to lock time records that have been imported into Eden and are now in payroll for review and processing

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	CO	R	TP	CU	NA
Notes					

- 26. Provides a scheduling system where
 - (a) Employees could request time off
 - (b) supervisor could plan, schedule, edit and approve their employees requests for time off
 - (c) defaults the approved/requested time off into the appropriate timesheet day for that pay period.

Fully provided out- of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
F	СО	R	TP	CU	NA
Notes					

27. Where ever possible, access Eden's database tables to obtain most current data and eliminate the need to maintain duplicate tables and records.

	Fully provided out-of-the box without any customizations or modifications	Fully provided with configuration; no changes to source code.	The requirement can be met by running a report within the system	Third party software required to fully meet the required functionality	Customization (i.e., changes to the source code)	Not available
	F	CO	R	TP	CU	NA
Employee Information						
Employee Leave Balances						
Pay Period Information						
Shift Information						
Hour Code Information						
Leave Code Information						
Project Code Information						
Division Code Information						
	Notes					

Appendix C

Sample of City Standard Contract

CITY OF WEST HOLLYWOOD AGREEMENT FOR SERVICES

This Agreement is made on this #th day of Month, 2010, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and XYZ Corporation, 1500 Main Street, City CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for services as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:
 - 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
 - 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on _______, 20___ unless extended in writing in advance by both parties.
 - 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
 - 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$#,##0 for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
 - 5. CONTRACT ADMINISTRATION.
 - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, (City Staff Person) shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

- 5.2. **Manager-in-Charge.** For the CONTRACTOR, S. Jones shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. TERMINATION.

- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.
- 7. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this

AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

8. INSURANCE REQUIREMENTS.

- 8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
 - 8.1.1. Workers' Compensation Coverage. The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- 8.1.3. Automobile Liability Coverage. The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- 8.2. **Endorsements**. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
 - 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
 - 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 - 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 8.2.4. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the CITY.
 - 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.

- 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
- 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
- 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- 8.3. **Self Insured Retention/Deductibles**. All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach."
- 8.4. **Certificates of Insurance**. The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance**. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

- 9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
- 10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
 - 10.1. Taxes. The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
 - 10.2. Workers' Compensation Law. The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
 - 10.3. Licenses. The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The

CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.

- 11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
- 12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
- 14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
- 15. **RESTRICTIONS:** Arab League Boycott of Israel. The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
- 16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed

necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

- 17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
- 18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
- 19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

.,	est Horry wood, CA 70007-0210
Attention:	
CC	ONTRACTOR: XYZ Corporation 1500 Main Street City, CA 90000

CITY OF WEST HOLLYWOOD 8300 Santa Monica Boulevard West Hollywood, CA 90069-6216

- **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
- 21. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
- **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
- 23. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- 24. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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IN WITNESS WHEREOF, the partie 20 <mark>07</mark> .	es have executed this Agreement the #th day of Month,
	CONTRACTOR: XYZ Corporation
CITY OF WEST HOLLYWOOD:	J. Smith, President
Department Director	-
	_
Paul Arevalo, City Manager	
ATTEST:	
Corey Schaffer, City Clerk	_

Exhibit A	
Scope of Services:	
Time of Performance:	
Special Payment Terms:	
Special Layment Terms.	

Exhibit B

Certificate of Exemption from Workers' Compensation Insurance

TO:	City of West Hollywood					
SUBJECT:	Sole Proprietor/Partnership/Closely Held Corporation with No Employees					
Please let this	memorandum notify the City of West Hollywood that I am a					
	sole proprietor partnership nonprofit organization closely held corporation					
	we any employees whose employment requires me to carry workers' insurance. Therefore, I do not carry worker's compensation insurance coverage.					
Contractor Signature						
Printed Name of Contractor						
Date						

Appendix D

Sample Memorandum of Understanding (MOU) Sections

ARTICLE 9: HOURS OF WORK

SECTION 9.01 POLICY

The City and the Union recognize the need to provide quality public service to the community. The City recognizes the importance of developing modified work schedules to meet the employee's individual needs.

SECTION 9.02 WORK HOURS

The basic work week shall be forty (40) hours and shall consist of five (5) consecutive days of work followed by two (2) consecutive days off. The basic work day shall be eight (8) hours, notwithstanding compressed or modified work schedules as provided in Section 9.13.

SECTION 9.03 MEAL PERIODS

Employees shall receive an unpaid one hour meal period per shift.

SECTION 9.04 REST PERIODS

Employees shall receive two fifteen minute rest periods per shift. It shall be the responsibility of the Department Director to ensure that personnel are provided to relieve those employees working in positions which demand constant staffing.

SECTION 9.05 OVERTIME CALCULATION

Non-exempt employees who work over forty (40) hours in a work week shall be compensated for all hours worked in excess of forty (40) hours at the rate of time-and-one-half of their base regular rate of pay. Overtime shall be calculated in increments of six (6) minutes (.10 hours).

For purposes of calculating overtime, paid leave shall be counted as hours worked.

SECTION 9.06 COMPENSATORY TIME

- (a) Employees may accrue up to sixty (60) hours of compensatory time in lieu of paid overtime. Compensatory time will be accrued at the rate of one-and-one-half (1 ½) hours for each hour worked in excess of forty (40) hours in a work week. For example, forty (40) hours of overtime work would earn the employee sixty (60) hours of compensatory time.
- (b) During the month of December of each year, employees may convert unused compensatory time to cash or have the equivalent value deposited in their Deferred Compensation account. If accrued time is not "cashed out" or transferred to the employee's Deferred Compensation account, it will be carried over to the next calendar year, except as limited in Section (a) above.
- (c) Upon separation, employees shall be paid for all accrued compensatory time. Payment shall be made at the employee's regular straight time rate of pay at the time of separation.

SECTION 9.07 ADMINISTRATIVE LEAVE

- (a) Exempt employees shall receive Administrative Leave of four (4) hours per month which may be taken at the employee's discretion with Department Director approval. Administrative Leave may not be used in advance of being earned.
- (b) Exempt employees who are designated as high overtime employees (those who generally work more than twelve (12) hours a month overtime) by their Department Director shall receive administrative leave of ten (10) hours per month which may be taken at the employee's discretion with Department Director approval. High overtime employee designations may be permanent or for periods of no less than three months.
- (c) Effective July 1, 2005, Administrative Leave shall be pro-rated for part-time exempt employees.
- a. Part-time exempt employees eligible for half (1/2) benefits shall receive Administrative Leave of a minimum of two (2) hours per month.
- b. Part-time exempt employees eligible for three-quarter (3/4) benefits shall receive Administrative Leave of a minimum of three (3) hours per month.
- (d) Additional Administrative Leave may be granted by the City Manager at the recommendation of the Department Director due to extraordinary circumstances such as special projects and departmental vacancies.

- (e) An employee shall have the option of being paid for a maximum of forty-eight (48) hours of Administrative Leave in a calendar year or have an equal amount deposited in the City's Deferred Compensation Plan.
- (f) Upon separation from employment, an employee shall receive full pay for all accumulated administrative leave.
- (g) Although Administrative Leave will continue to accrue beyond forty-eight (48) hours in any calendar year, no more than forty-eight (48) hours of administrative leave may be carried over from one calendar year to another.

SECTION 9.08 OVERTIME DISTRIBUTION

The City has the exclusive right to determine the necessity of overtime work and has the right to require the performance of overtime work. Overtime may be limited to the employee with the special expertise required to complete the assignment. When appropriate, overtime shall be distributed as equitably as possible among all employees in the classification or work unit assigned the work. The City will maintain a roster of volunteers for overtime on a City-wide and departmental basis. When overtime work does not require the expertise of a specific employee, available overtime will first be offered to employees on a voluntary basis.

SECTION 9.09 OVERTIME NOTICE

When a Department Director deems it necessary to perform non-emergency work on an overtime basis, employees will be given at least 48 hours notice.

Subject to relevant state and federal law nothing in this article shall preclude an employee from working an approved flex time schedule at the employee's straight time pay rate.

SECTION 9.10 STANDBY PAY

Except in the event of a City-declared emergency, if the City requires and designates bargaining unit employees to "standby" during their off duty hours, the employee shall receive one (1) hour pay at the straight time rate for each eight (8) hour shift of "standby" time. "Standby" shall be defined as a requirement that an employee remain available and fit for call back during non-working hours. Employees are responsible for keeping their assigned telecommunications equipment in operation and for complying with their standby work assignments at all times. An employee on standby must respond to the initial telecommunications contact within ten (10) minutes. If the employee's presence at a worksite is required, the employee must be able to report to work within one-half (1/2) hour, absent unusual circumstances. If an employee on standby is called out and required to report to a work site during the designated standby period and becomes eligible for call-back pay in accordance with Section 9.11, the standby pay requirement shall be waived.

SECTION 9.11 CALL BACK

Whenever an employee is unexpectedly ordered by a designated management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a guaranteed payment of three (3) hours pay at the rate of time and one-half (1/2) of the employee's regular rate of pay. Employees may request accrual of compensatory time in lieu of call back pay.

If an employee should complete work required, leave the work location, and subsequently be recalled during the three (3) hour period being compensated for as a result of the initial call back, no additional compensation will be paid until three (3) hours have been worked by the employee, i.e., there shall not be pyramiding of time and one-half pay as a result of call back.

SECTION 9.12 REPORTING PAY

An employee who is given advance notice to report to work on a non-scheduled work day or shift shall receive not less than two (2) hours pay at his/her appropriate hourly rate, except that an employee so scheduled, who thereafter continuously works his/her regular shift, shall be paid only for the time worked at the employee's appropriate hourly rate for the work performed prior to his/her regular shift.

SECTION 9.13 WORK SCHEDULES

(a) The City shall establish work schedules for employees consistent with the operational and supervisory needs of the City. The City shall grant employees the option of modified work schedules, except in those situations where public service responsibilities cannot be met by modified work schedules. Department Directors shall be encouraged to allow for modified work schedules whenever possible. Department Directors and Division Managers shall retain control over scheduling. All requests for modified work schedules shall be considered. The Supervisor shall respond in writing within ten (10) working days granting approval or stating reasons for denial.

(b) COMPRESSED WORK SCHEDULES

- 1. A 9/80 work schedule consisting of eighty (80) hours of work in a two (2) week pay period. The employee is scheduled for eight (8) work days of nine (9) consecutive hours and one (1) work day of eight (8) consecutive hours. For such employees, their work week shall begin exactly four hours after the start time of the shift on the day of the week which constitutes their alternating regular day off, unless the parties agree otherwise. This is to ensure that they work 40 hours in both of the two workweeks of the 80 hour two-week pay period.
- 2. A 4/10 work schedule consisting of forty (40) hours work in a seven (7) day period. The employee shall be scheduled for four (4) work days of ten (10) consecutive hours.
- 3. The 9/80 work schedule as defined above will constitute the standard work schedule for City employees.
- (c) MODIFIED WORK SCHEDULES
- 1. DEFINITION: Modified work schedules can be any combination of work hours totaling forty (40) hours in a week, provided that during business hours all Divisions of the City are operational in order to meet the needs of the community. Such modified schedules are intended to alleviate a hardship on an individual employee based on impacts such as, but not limited to: negative impact on the employee's health, problems with participating in a recognized course of instruction (with travel time considered), and dependent care responsibilities. The modified work schedule may include:
- (i) Flexibility in the starting and ending time of the work day.
- (ii) Flexibility in the length of the scheduled lunch period.
- (iii) Time allocated to work by telecommuting.
- (iv) "Friday Lite" schedule which includes working the otherwise "closed" Friday of the 9/80 work week schedule.
- (v) Any other schedule which provides for forty (40) hours of work in a week.
- 2. REQUESTS: An employee requesting a modified work schedule must prepare a proposal in writing to the Division Manager of his/her unit a minimum of two (2) weeks prior to requested start of the modified schedule. Such request should consider:
- (i) Proposed hours of work
- (ii) Anticipated impact on service to the public and other employees.
- 3. "FRIDAY LITE": For employees hired before October 1, 1998, participation in the "Friday Lite" schedule is and shall be on a voluntary basis until such time there are no volunteers. Employees hired after October 1, 1998, shall be informed in writing at the time of hiring that they may be expected to work on "Friday Lite" shifts. If they are not informed in writing, then their participation in the "Friday Lite" schedule shall be voluntary as for existing employees. If there are no volunteers to provide "Friday Lite" services to the public, management may schedule appropriate staff as deemed necessary. Such non-voluntary assignments may continue for a maximum of three months.
- (d) Employees who do not have an approved basic or modified work schedule pursuant to this Section shall be required to work the standard work schedule as described in Section 9.13, (b), 1 above.
- (e) Hardship exemptions shall not be unreasonably withheld.

SECTION 9.14 HOURS PAID

If the number of regularly scheduled paid hours in a pay period is less than eighty (80), the employee may use accrued compensatory time, vacation, or holiday time to ensure that eighty (80) hours will be paid in that pay period.

ARTICLE 10: HOLIDAYS

SECTION 10.01 HOLIDAYS

- (a) Employees will receive designated paid holidays and compensated time off as follows:
- 1. New Year's Day (January 1st)
- 2. Martin Luther King, Jr. Holiday (3rd Monday in January)
- 3. President's Day (3rd Monday in February)
- 4. Cesar E. Chavez Birthday (last Monday in March)
- 5. Memorial Day (last Monday in May)
- 6. Independence Day (July 4th)
- 7. Labor Day (1st Monday in September)
- 8. Veterans' Day (November 11)
- 9. Thanksgiving Day (4th Thursday in November)
- Friday after Thanksgiving.
- 11. Any day, or portion thereof officially designated as a holiday by the City Council and for which City Offices are closed.
- (b) Permanent part-time employees who qualify for half (1/2) benefits shall be paid four (4) hours for each scheduled holiday; employees who qualify for three-quarter (3/4) benefits shall be paid six (6) hours for each scheduled holiday.

SECTION 10.02 FLOATING (PERSONAL) HOLIDAYS

- (a) Full-time employees shall receive thirty-six (36) hours of holiday time, which shall be prorated on the following basis: eight (8) hours 1st quarter, twelve (12) hours 2nd quarter, and eight (8) hours each 3rd and 4th quarter. Floating holiday time accrues into a bank from the beginning of each fiscal year, which is July 1st. New hires will be prorated for these holidays, and employees that separate from City service will be docked for floating holiday time used but not earned. Except in emergencies, the City shall advise an employee of the approval or denial of a floating holiday request no later than six (6) working days after the employee's request is received. On June 30, unused floating holiday time shall be credited to the employee's vacation account subject to maximum permissible accruals as provided in Section 11.02.
- (b) Permanent part-time employees eligible for half (1/2) benefits shall be credited with eighteen (18) hours of floating holiday time on July 1st for each year; employees eligible for three-quarter (3/4) benefits will be credited with twenty-seven (27) hours. New hires will be prorated for these holidays and employees that separate from the City service will be docked for floating holidays used but not earned. Floating holidays unused at the end of the fiscal year shall be transferred to the employee's accrued hours of vacation, subject to the limit on such accrual. All holiday time used, including floating holidays, must be recorded on the employee's time card.

SECTION 10.03 UNRESTRICTED HOLIDAYS

Under no circumstances shall an employee be denied the use of holiday time equivalent to two (2) days off on the days requested. Employees shall designate their desire for unrestricted use when requesting the day off and shall provide five (5) days notice.

SECTION 10.04 DECEMBER 25TH EXCEPTION

When December 25th falls on a regularly scheduled work day employees shall be allowed to work on December 25th at the straight time rate.

SECTION 10.05 WEEKEND HOLIDAYS

When a holiday 1 through 10 falls on a Sunday, it shall be observed on the following Monday. When any holiday 1 through 10 falls on a Saturday, it shall be observed on the preceding Friday.

Whenever a holiday 1 through 11 occurs during an employee's regularly scheduled work week, the hours of paid leave time shall be credited for purposes of computing overtime.

If an employee's scheduled day off falls on the day of the holiday, he/she shall be credited with nine (9) hours of vacation time.

If a holiday listed in Section 10.01 falls on a "flex Friday", the employee will be credited with nine (9) hours vacation time.

SECTION 10.06 WORK ON HOLIDAYS

- (a) Employees who work on a holiday shall be paid one-and-one-half (1 ½) times their rate of pay for all work performed on the holiday in addition to their regular pay, except for those employees who elect to work on December 25th. Employees who are eligible for holiday pay but who do not work the holiday shall be paid eight (8) or nine (9) hours of holiday pay, at their regular rate of pay, depending on the number of work hours regularly scheduled on the day of the holiday.
- (b) Notwithstanding when the City observes a holiday listed 1 through 10 above, if an employee is scheduled to work on the actual date of the holiday, as noted in Section 10.01, the employee will be paid at one and one-half their regular hourly rate of pay.

ARTICLE 11: VACATION

SECTION 11.01 ENTITLEMENT

Employees shall earn paid vacation on the following basis:

YEARS OF
SERVICE
1st year of service
2-9 years service
10 years service and beyond
HOURS OF VACATION
EARNED PER YEAR
80 hours vacation
120 hours vacation
160 hours vacation

SECTION 11.02 VACATION ACCRUAL

Vacation accrues on a biweekly basis. Employees, upon completion of probation, may use vacation as it accrues. Employees may accrue 360 hours of vacation.

SECTION 11.03 VACATION PAY

- (a) Vacation shall be paid at the employee's regular straight time rate of pay. Upon one week's prior written request, an employee may receive vacation pay prior to the start of his/her vacation.
- (b) HOLIDAYS OCCURRING DURING A VACATION. If a holiday falls during an employee's scheduled vacation, the employee's vacation will be extended by one day.
- (c) SICK LEAVE DURING VACATION PERIOD. If an employee becomes sick or disabled during their scheduled vacation period, that time may, at the employee's request, be counted as sick time provided that the employee can provide medical verification of the disability or illness.
- (d) MONETARY EXCHANGE. Employees may opt to exchange unused vacation time for monetary compensation, provided that the employee has taken at least eighty (80) hours of vacation, compensatory time, administrative or personal leave or any combination thereof in the prior twelve months. Vacation time shall be paid at the employee's regular pay range and pay step.

SECTION 11.04 VACATION SCHEDULES

- (a) Vacations may be scheduled with the approval of the Division Manager or Department Director. The City reserves the right to schedule vacations consistent with the needs of the City.
- (b) Every quarter employees may submit in writing to their immediate supervisor their vacation preference provided an employee may not submit more than three (3) preferences. In establishing vacation schedules, the supervisor shall consider both the employee's preference and the operating needs of the City.

When two (2) or more employees submit vacation requests at the same time for conflicting times and cannot mutually reconcile these requests. City seniority shall determine the schedule of vacation.

- (c) Supervisors may circulate vacation calendars on a quarterly basis. Employees may submit their requests at this time. Once scheduled, the City will not cancel authorized vacations and, in no event shall a vacation schedule be altered that would result in a personal hardship or financial loss to an employee except in case of emergency and then with as much notice as possible.
- (d) Supervisors must notify employees of approval or denial of a requested vacation within ten (10) working days.

SECTION 11.05 VACATION PAY UPON TERMINATION

Terminated employees shall be paid for all accumulated vacation at the regular straight time rate of pay at the time of termination.

ARTICLE 12: SICK LEAVE

SECTION 12.01 ENTITLEMENT

- (a) Regular full time employees shall earn eight (8) hours of paid sick leave for each month worked. Sick leave shall accrue on a biweekly basis.
- (b) Part-time employees eligible for benefits shall receive sick leave. Employees eligible for half (1/2) benefits shall be credited with sick leave at the rate of 1.86 hours per pay period; employees eligible for three-quarter (3/4) benefits shall be credited with sick leave at the rate of 2.77 hours per pay period.

SECTION 12.02 USE

Sick leave may be used for the illness, disability, or injury of the employee and appointments with doctors, dentist or other professional medical practitioners. Sick leave may also be used for the care of a sick child or adult who is temporarily unable to care for themselves and is dependent upon the employee's care. Sick leave may be used in increments of no less than fifteen (15) minutes at a time.

SECTION 12.03 SICK LEAVE RATE OF PAY

All sick leave shall be paid at the employee's regular straight time rate of pay.

SECTION 12.04 SICK LEAVE NOTIFICATION

- (a) Employees who are going to be absent from work due to illness or injury must notify their supervisor of their intended absence as soon as possible but no later than one-half (1/2) hour after the start of the employee's work-day; except when employee is unable to notify his/her supervisor, such as in an emergency, but shall notify his/her supervisor as soon as practicable thereafter.
- (b) Employees assigned to work at the parks who are going to be absent from work due to illness or injury must notify their supervisor or other designated party of their absence as soon as possible, but no later than one and one-half (1.5) hours before the start of their scheduled shift.

SECTION 12.05 SICK LEAVE CERTIFICATION

Supervisors may require verification of an illness if an employee has utilized sick time over six (6) incidents in a six (6) month period. Medical verification may be required only after an employee has been counseled by their supervisor concerning their absenteeism and has been advised that medical verification will be required for all future claims of sick leave.

Where an employee has been absent for seven (7) consecutive work days, has been hospitalized, or is recovering from surgery, the City may require a physician's release to return to work and/or may require an examination by a City selected physician at City expense.

SECTION 12.06 ACCUMULATION

Employees are entitled to unlimited accumulation of sick leave. Full-time employees may elect to receive compensation at fifty percent (50%) of their regular hourly rate of pay for each hour of sick leave accumulated in excess of ninety-six (96) hours up to two-hundred (200) hours. Three-quarter time employees may elect to receive compensation at 50% of their regular hourly rate of pay for each hour of sick leave accumulated in excess of 72 hours up to 150 hours, and half-time employees may elect to receive compensation at 50% of their regular hourly rate of pay for each hour of sick leave accumulated in excess of 48 hours up to 100 hours. Employees may elect to receive full compensation at their regular hourly rate of pay for each hour of sick leave accumulated in excess of two-hundred

(200) hours for full time employees, in excess of 150 hours for 3/4 time employees and 100 hours for 1/2 time employees. Such sick leave balance shall be reduced by the number of hours that are converted to compensation. Employees who elect to cash in sick time per the provisions of this section may elect to donate some or all of the money to the Catastrophic Illness Fund. The City will match such contribution up to the limits established by the Employee Catastrophic Illness Fund.

SECTION 12.07 SICK LEAVE ABUSE

Abuse of sick leave privileges or the failure to comply with any of the requirements of this Article may result in discipline including termination.

SECTION 12.08 **EXAMINATION**

The City may require "fitness for duty" reports which indicate an employee's ability to perform assigned work. This report may be used as a condition of being hired, promoted, as a condition to appointment to any position or upon return from a medical leave of absence, or, when in the opinion of the City, an employee's ability to perform job duties has significantly changed so as to impact job performance. Medical reports (which need only set forth the employee's functional limitations, if any) may be provided by the employee's primary care physician or other provider participating in the employee's group health care coverage. Out-of-pocket medical fees and co-payments will be reimbursed to the employee.

The City may require a second opinion. The second opinion will be rendered through a City paid referral to a provider selected by the City. The provider shall not be employed by the City on a regular basis. If the opinions of the first and second health care provider differ, either the Union or the City may require a third opinion at the City's expense through a referral to the UCLA Medical Center Workplace Wellness Program. The third opinion shall be final and binding.

Personal medical records are confidential and may not be reviewed without prior written consent of the employee. This Section is not intended to supersede the provisions of Article 4, Employee Rights.

(b) CHRONIC ILLNESS. Chronic or persistent illness or a disabling physical or mental condition which prohibit the employee from performing the duties of their position may result in separation from City Service. However, the City will endeavor to reasonably accommodate an employee's physical or mental disability.

These provisions do not supersede the provisions of Article 19, Non-Discrimination, or Article 28, Corrective and Disciplinary Procedures.

COSTS. The City shall pay for all examinations ordered under the terms of this Article. (c)

ARTICLE 13: OTHER PAID LEAVES

- SECTION 13.01 BEREAVEMENT LEAVE (a)
- Upon the death of a member of the employee's and the employee's spouse's or domestic partner's immediate family, the employee shall be entitled to a maximum of three (3) work days paid absence. An employee may request two (2) additional days of paid bereavement leave. The request shall be submitted to the employee's supervisor. The supervisor's decision regarding the request shall not be subject to the grievance and arbitration procedure. Bereavement leave requests must be approved in advance by the City, except in extenuating circumstances where an employee must leave the area on weekends or after normal work hours. An employee must notify his/her supervisor within eight (8) hours of the start of the next work day, except where such notice is not feasible. Such requests shall then be made as soon as possible thereafter.
- REQUESTS. Requests for paid bereavement leave must be submitted in writing or by e-mail to the City.
- DEFINITION. Immediate family shall include the employee's and the employee's spouse's or domestic partner's grandfather, grandmother, father, mother, foster-parent, step-parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, step-brother, step-sister, spouse, domestic partner, parent or, child, stepchild, or grandchild including those of a domestic partner.

(d) OTHER BEREAVEMENT LEAVE. The City may, when requested by an employee, authorize bereavement leave involving others than those listed above. Approval for such leave shall be at the supervisor's discretion, based on the operating needs of the department.

SECTION 13.02 JURY DUTY

- (a) POLICY. An employee shall be granted leave with pay for actual time spent on mandatory jury service. Grand jury service is excluded. Pay for jury duty service shall not exceed the employee's regularly scheduled number of work hours.
- (b) FEES RECEIVED. The employee shall deposit any fees paid by the court, exclusive of mileage, with the City.
- (c) TIME CARD. A copy of the time card from the court must be provided to the City.
- (d) RELIEF FROM JURY DUTY. An employee may be required to report for work during the employee's regularly scheduled work shift any time the employee is relieved from jury duty. Evening and night shift employees will be granted leave for jury service, even though such service occurs during the day time, if reporting to work would impose an unreasonable hardship on the employee. Day shift employees who are required to report for night jury service, may have their schedule revised to reflect the hours of jury duty they must serve after regular work hours and shall be granted time off to travel to the jury service.

SECTION 13.03 CIVIC DUTY

Employees shall be granted leaves of absence to serve as witnesses in accordance with the provisions of California Government Code sections 1230 and 1230.1. Employees legally required to appear before a court or other public body on any matter in which they are not personally involved (as a plaintiff or defendant) shall be granted a leave of absence with pay for the period necessary to fulfill their civic responsibilities. Employees requesting a leave of absence pursuant to this Section, shall provide the City with a copy of the order and/or subpoena that compels the employee to appear elsewhere pursuant to the above cited Government Code sections.

SECTION 13.04 MILITARY LEAVE OF ABSENCE

Military leaves of absence shall be granted in accordance with the provision of the Military and Veteran's Code of the State of California, Sections 395-395.02 and the federal Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. sections 4301 et seq.

SECTION 13.05 PARENTAL LEAVE

- I. EMPLOYEE-PARENT OF A NEW BORN CHILD OR AN ADOPTIVE EMPLOYEE-PARENT OF A NEWLY ADOPTED CHILD SIX (6) YEARS AND UNDER OR A FOSTER EMPLOYEE-PARENT OF A FOSTER CHILD SIX (6) YEARS AND UNDER PERMANENTLY PLACED OR INTENDED TO BE PERMANENTLY PLACED IN THE EMPLOYEE'S HOME (BASED ON CERTIFICATION FROM A COUNTY SOCIAL WORKER OR EQUIVALENT).
- (a) A child-bearing or non-childbearing employee-parent of a new born child or an adoptive employee-parent of a newly adopted child six (6) years and under or a foster employee-parent of a foster child six (6) years and under permanently placed or intended to be permanently placed in the employee's home (based on certification from a County Social Worker or equivalent) will be entitled to either:
- 1. 520 hours of paid leave at 2/3 pay plus any combination of compensatory time, administrative leave, sick leave, vacation, personal leave, disability and leave without pay. Extensions of this leave may be granted, but the total leave shall not exceed 2080 hours; or,
- 2. One hundred and sixty (160) hours at full pay plus any combination of compensatory time, administrative leave, sick leave, vacation, personal leave, disability and leave without pay. Extensions of this leave may be granted, but the total leave shall not exceed 2080 hours.
- (b) Children born to or adopted by or foster-parented by an employee before the first date of compensation as a regular status employee will not be considered as qualifying an employee for this leave benefit in all or part. Total parental leave shall be utilized within 18 months beginning from the

day on which the child was born or adopted. Probationary status will be extended by any time taken as Parental Leave, in accordance with Article 17 PROBATIONARY PERIOD.

- (c) Parental leave may also include a combination of part-time paid work and unpaid leave. The City retains the discretion to approve or deny such part-time scheduling. An approved part-time schedule may continue more than 18 months at the discretion of the employee's manager or director.
- (d) An employee who returns to work on a part-time basis will have flexible benefit portions prorated according to those established for permanent part-time positions.
- (e) Requests for Parental Leave shall be in writing with an estimate of birth or adoption dates.
- II. ADDITIONAL LEAVE DURING PREGNANCY.
- (a) An employee suffering from health problems requiring home rest or hospitalization during pregnancy shall receive up to 160 hours of leave over the course of the pregnancy at full pay upon presentation of a doctor's certification that such leave is justified to protect the health of the employee and/or fetus(es). This leave may be used in conjunction with paid work hours upon presentation of a doctor's certification specifying that the employee requires extra rest but may work part-time without risk to herself or the fetus(es)
- (b) Leave in excess of the 160 hours described above for disability during pregnancy shall be given as per the City's disability insurance policy.
- (c) Any additional pregnancy leave or disability leave taken prior to the child's birth shall be separate and distinct from the employee's entitlement to parental leave as described in (I) above.
- III. ADOPTIVE EMPLOYEE-PARENT OF A CHILD OVER SIX (6) YEARS OF AGE OR FOSTER EMPLOYEE-PARENT OF A FOSTER CHILD OVER SIX (6) YEARS OF AGE PERMANENTLY PLACED OR INTENDED TO BE PERMANENTLY PLACED IN THE EMPLOYEE'S HOME (BASED ON CERTIFICATION FROM A COUNTY SOCIAL WORKER OR EQUIVALENT).
- (a) Within six (6) months of adoption or permanent or intended permanent foster placement (based on certification from a County Social Worker or equivalent), parental leave of one hundred and sixty (160) hours at full pay will be granted only on the advice of a physician, psychologist or other qualified expert.
- (b) This benefit does not apply to employees in situations in which children under six (6) years of age live with the parent and employee, and in which case the employee subsequently adopts the child or children.

ARTICLE 14: LEAVE OF ABSENCE WITHOUT PAY SECTION 14.01 GENERAL LEAVE

The City may grant leaves of absence without pay to employees for periods not to exceed six (6) months. Such leaves may be extended for good cause by the City for an additional six (6) month period. Such leaves shall not be unreasonably denied, subject to the operational needs of the City. There shall be no accrual of benefits or leaves during such leave of absence.

SECTION 14.02 FAMILY RESPONSIBILITY LEAVE

An employee who must be absent from work in order to meet or fulfill responsibilities, as defined below, arising from the employee's role in his or her family or as head of household shall upon request be granted a Family Responsibility Leave for up to a six (6) month period. Extensions of this leave may be granted but the total period of this leave shall not exceed one (1) year. For purposes of this Article Family shall be defined as in Article 13, Section 1, (c), Bereavement Leave, Definition. Any request for such leave shall be in writing by the employee reasonably in advance of the leave unless precluded by emergency conditions stating the purpose of the leave and the expected duration of absence. Standards for granting a Family Responsibility Leave are:

(a) To provide nursing and/or custodial care for the employee's newborn child, whether biological or adopted; in addition to the paid leave provisions provided for in this agreement;

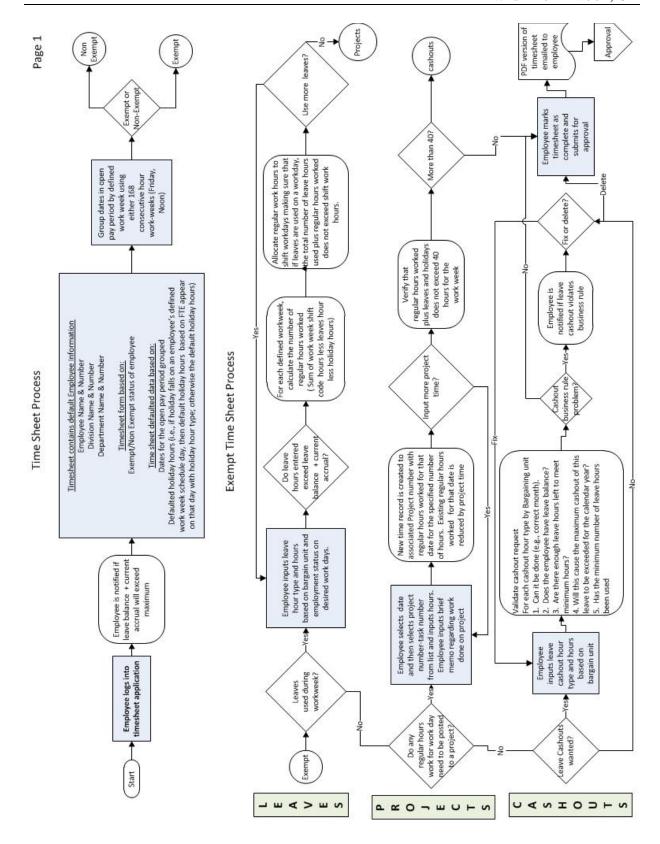
- (b) To care for a temporarily disabled, incapacitated or bedridden member of the employee's family:
- (c) To furnish special guidance, care or supervision of a resident of the employee's household or a member of the employee's family in extraordinary need thereof;
- (d) To respond to the temporary dislocation of the family due to natural disaster, crime, insurrection, war, or other disruptive event;
- (e) To settle the estate of a deceased member of the employee's family or to act as conservator if so appointed and provided the exercise of such functions precludes the employee from working; or
- (f) To perform family responsibilities consistent with the intention of this Section but not otherwise specified.

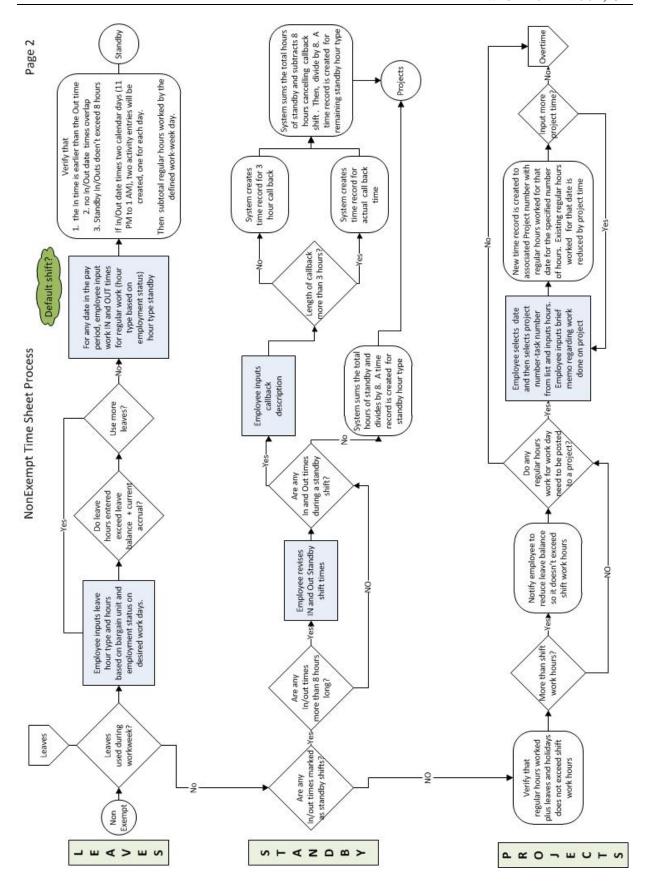
SECTION 14.03 ILLNESS OR INJURY LEAVE

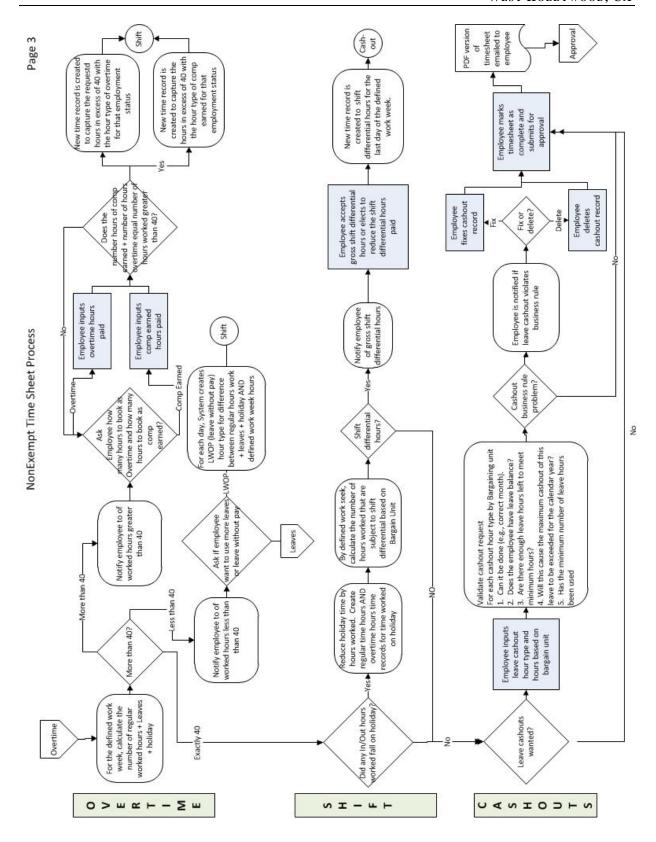
Employees who are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy-related disability, shall receive a disability leave. At the start of the leave or as soon as possible thereafter, the disabled employee shall provide written verification by their physician to the Human Resources Division. Such verification shall show an expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability unless the nature of the illness precludes the need for such frequency. Approval of such leave by the City does not constitute acceptance of the employee under the Disability Plan. Acceptance under the Disability Plan is subject to the terms and conditions of the plan.

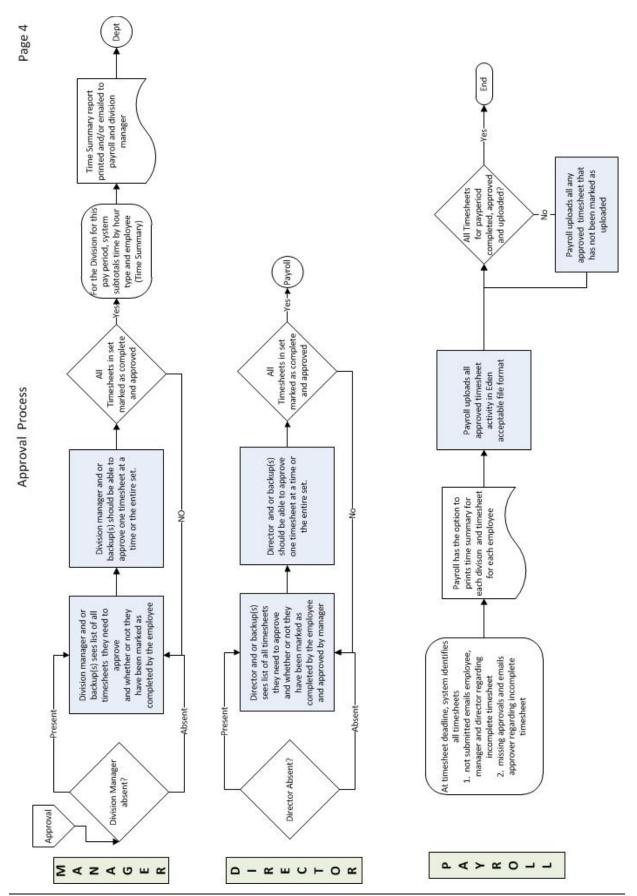
Appendix E

Timesheet Process Workflow









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Employee Data

Employee Information

Employee Name
Employee Number
Employee e-mail
Appointment ID
Department Code
Division Code
Exempt/NonExemptCode
Bargain Unit Code
Shift Code
FTE
Employment Status Code
(Regular, Temp, Intern)

Employee Leave Balances

Appointment ID Leave Balance Leave Code

Eden Table Information

Pay Period Information

Start Date End Date Timesheet submission deadline*

Shift

Shift Code (4_40, 9_80, 5_40) Workday/NonWorking Day Default Work hours Split Day

Hour Types

Hour type code Hour type description Hour type Leave category Employ Statuses *

Leave Codes

Leave code Leave description Leave Category Code Accrual (formula) Maximum (formula)

Projects

Project Type Code Project Number Project Title Subtask Number Subtask Title

Division

Division Code Div Description Approval Code*

Approval

Approval Code Employee # (s) Employee email (s)

Reference Information Outside of Eden

City Holidays

Date Description

Department

Dept Code Dept Description Approval Code

Timesheet

Employee# Activity Date Hour Type Hours Project Number Project Notes Manager Approval Director Approval

Business Rule

Hour type Code Bargain Unit Code Business Rule Formula

Appendix F Specifications For Importing Eden Payroll Activity

Activity can be imported into Eden Payroll from an external source (using the Import Timesheet Data form). The following specifications apply to file layouts for importing payroll activity.

ASCII Character Content

The data in the import files must contain only printable ASCII characters. Control characters, nonprintable characters, or 'packed' data fields are not allowed.

One Record Per Line

Each line of the import file constitutes a single record, or row, in the database. Lines must be terminated with the new line character (ASCII value 10).

Fixed-Length or Variable-Length Records

There are two basic types of import file format, fixed and variable.

- A fixed-length format specifies the same length for a data field across all records. If a data
 field is greater in length than what is allowed, the field will be truncated. If the data field is
 smaller than what is allowed, the field will be padded with blank spaces. The field length is
 specified in the text line; no field delimiter is used.
- A variable-length file format uses fields that are only as long as the data requires. A field
 delimiter marks the end of one data field and the beginning of the next. This allows the
 fields to be different lengths without inserting any blanks.

Data Types

Formats for date fields and decimal fields are defined using formatting fields (see previous section). In addition, data fields within the record are of a specified data type.

Data Type	Parameters					
Dates	The format of any date field must be specified using the 'dateformat' token of the import layout.					
Character	Alphanumeric printable characters. Case translation (forced uppercase or forced lowercase) will be					
	performed by the import program.					
	Restrictions: Limited to the specified number of characters. Excess characters are truncated.					
Integer	Numeric characters (0-9) and optional leading sign indicator (+ or -). A character with no sign					
	indicator is assumed to be positive.					
Smallint	Numeric characters (0-9) and optional leading sign indicator (+ or -). A character with no sign					
	indicator is assumed to be positive.					
	Restrictions: Values within the range $-32,767$ to $+32,767$. Out of range values result in import errors.					
Decimal	Numeric characters (0-9), optional leading sign indicator (+ or -), and decimal point indicator (.). A					
	character with no sign indicator is assumed to be positive.					
	Decimal fields are stated in terms of precision (total number of digits) and scale (fields to the right of					
	the decimal point). For example, decimal (14,2) means 12 digits to the left and 2 digits to the right of					
	the decimal point. The decimal point is optional (assumes zeros to the right of the decimal point).					
	Unspecified digits after the decimal point are assumed to be zeros.					
	Restrictions: Values outside the specified range result in import errors.					

Layout Specification

This section describes the specific fields that can be used in any payroll activity import file. Use the Setup Layouts form in Administration to specify the fields included in a file you will import.

The import file must include all required fields.

For data fields that have null values (the lack of a value), the delimiter character denotes the field for variable-length import files. In fixed-length import files, a series of space characters between delimiters denotes the field.

This section describes the specific fields for the payroll activity import file.

Note

JC/PA Costing fields are available in two forms. Job_cost_type and costing_number can be used to supply a complete multi-segmented number, or the individual fields are available separately. Do not use both. The costing number, if supplied, will be separated and will overwrite anything supplied in the individual fields.

Fields for a payroll activity import file

Field Order	Column	Data Type	Req	Default	Notes
1	emp_no	char(20)	Y		Formatted employee number of the employee for whom this time will be entered. Must be a valid employee number.
2	pos_no	char(20)	N		System-assigned code that uniquely identifies the employee's position for which activity is being reported. If not supplied, defaults to the first position the employee is appointed to. Must be a valid position.
3	cycle_code	char(2)	N		Not currently used.
4	fiscal_year	smallint	N		Not currently used.
5	activity_date	date	Y		Activity date—the actual work date. Must be within the current pay period, unless the system-wide Payroll preference 'timeimportcycle' indicates otherwise. Specify format with the dateformat token.
6	process_no	smallint	N	1	Number assigned to the payroll process, allowing for more than one process in a pay period.
7	hourtype	char(4)	Y		Hour type (earnings type) code entered for the activity.
8	hours	decimal(14,2)	N		Number of hours or units entered.
9	dollar_amt	decimal(14,2)	N		Flat dollar amount. It overrides any amount that the process would have calculated. This is only necessary if overriding the amounts to be calculated.
10	days_worked	smallint	N		Number of days worked, if required for state reporting.
11	weeks_worked	smallint	N		Number of weeks worked, if required for state reporting.
12	pay_rate	decimal(14,4)	N		Pay rate to be used, if necessary. This is only needed if overriding the rate to be calculated.
13	grade_code	char(10)	N		Grade code to use to determine the rate for this timesheet entry. This is only necessary if different than the default grade for the appointment.
14	grade_step	char(2)	N		Step within the grade code used to determine the rate for this timesheet entry. Only necessary if overriding the grade code. Must be a valid step within the grade described by the Grade Code field.
15	job_cost_type	char(1)	N		Indicates the type of job costing transaction:

					Expense (E), Funding (F), None (Blank).
16	costing_number	char(32)	N		Formatted job-costing/grant-accounting number
10	costing_number	Char(32)	11		used on the journal entry line-item.
					used on the journal entry line-nem.
	(project_no,				
					Must be a valid job-costing/grant -accounting
	work_order_no,				number for the specified job cost type; must be in
	task_no,				the displayed format (correct number of levels,
					separator, and so on) for the fiscal year of the
	subtask_no)				document.
					If used, this field will be separated and will
					overwrite the individual segment fields listed
					below. Do not use both.
17	acct_type	char(1)	N		Identifies the type of account: Balance sheet (B),
	- 31				Revenue (R), or Expenditure (E).
18	acct_number	char(44)	N		General Ledger account number.
10		(· · ·)	1		Seneral Zeager account name of
					Must be a valid, active account number (or account
					mask) for the specified account type; must be in the
					displayed format (correct number of levels,
					separator, and so on) for the account type and fiscal
					year timesheet entry. In an account mask, the
					number must match at least one active GL account.
					If the GL account is not active at the time of the
					import (GL Accounts form, Main tab, Status
					Code =0 (Active)), the account is left blank.
19	source	char(1)	N	G	Indicates the source of the entry (Generated). Not
					currently used.
20	expand_hours	char(1)	N	N	Indicates whether hours were expanded by the
					system (Y/N) . Set to 'Y' to force the process to
					expand the number of hours in the timesheet entry
					according to the employee's shift calendar.
21	jc_grant_type	char(1)	N		Similar to 'job_cost_type' field. Use this if
					supplying costing number fields separately. Do not
				<u>L</u>	use both.
22	project_no	char(10)	N		Similar to the Project portion of the costing number,
					if supplied separated. Do not use both.
23	work_order_no	char(10)	N		Similar to the 'work_order_no' portion of the
					costing number, if supplied separated. Do not use
					both.
24	task	char(10)	N		Similar to the task portion of the costing number, if
			-,		supplied separated. Do not use both.
25	sub_task_no	char(10)	N		Similar to the 'sub_task_no' portion of the costing
23	Juo_msk_no	J. (10)	1		number, if supplied separated. Do not use both.
26	task_code	char(10)	N		Informational code identifying a task. Must be valid
20	task_code	Jim (10)	1		codes, if used.
					codes, ii used.
					NT. 4. TPL: 14.
					Note This is not the same as the 'task' field, which is
27	1 1	1 (10)	3.7		part of the costing number.
27	location_code	char(10)	N		Informational code identifying the work location.
26	1. 1.1				Must be a valid code, if used.
28	alt_id	integer	N		Alternate rate ID number. If supplied, this must be

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					valid for the particular appointment.
					If the import includes the alt_id, the system-wide preference 'actimportaltidforce' determines whether the alternate rate is imported. If it is, the payroll control is ignored and the imported alternate rate is applied to the employee activity.
29	split_day_seq	char(1)	N	A	Indicates whether the activity applies to the first part of the day (A) or the second part of the day (B), usually used for a 9/80 shift. If 'B,' 'B' must be
					defined for the shift date in the appointment's shift.
30	assign_code	char(10)	N		Code that identifies the work assignment for the
					activity entry.
31	act_note	text	N		Notes for the activity entry.
32	shift_type	char(1)	N		Shift type for the shift.
33	fmla_subject	char(1)	N		Indicates whether the activity should be included in reporting for the Family and Medical Leave Act (FMLA).