



CITY OF SAN PABLO  
*City of New Directions*

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SAN PABLO  
AND  
THE ASSOCIATION OF INTERMEDIATE EMPLOYEES  
JULY 1, 2022 THROUGH JUNE 30, 2027

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This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500, et seq., of the Government Code of the State of California.

The City of San Pablo (hereinafter referred to as "City") and the San Pablo Association of Intermediate Employees (hereinafter referred to as "Association"), (collectively referred to as the "parties" have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in the representation unit; have freely exchanged information, opinions and proposals; and have reached agreement relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the San Pablo City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2022 and ending June 30, 2027.

## **SECTION 1. RECOGNITION**

The Association is recognized as the exclusive representative representing regular full time and in the following job classifications:

Assistant/Associate Engineer

Assistant/Associate Planner  
Community Services Coordinator I/II  
Community Services Supervisor  
Environmental Program Analyst  
Information Technology Administrator  
Information Technology Supervisor  
Information Technology Technician  
Maintenance Supervisor  
Management Analyst

Senior Environmental Program Analyst  
Senior Management Analyst

## **SECTION 2. ASSOCIATION SECURITY**

### 2.1 Dues Deduction:

The City will deduct, semi-monthly, the amount of Association's regular and periodic dues as specified by Association under the authority of an

authorization card furnished by the Association to the employee and signed by the employee. Association will provide a certified list of current members, and will certify that Association possesses, and will maintain, a signed authorization for dues deduction (and/or voluntary political contribution deductions where applicable) from each individual on the list.

Such deductions, together with a list of the names and amount deducted, will be forwarded on a monthly basis to the Association office or designee.

Association will indemnify, defend, and save the City harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Association security Article, or action taken or not taken by the City under this Article. This includes, but is not limited to, the City's attorney's fees and costs.

## 2.2. New Employee Orientation:

The City will provide at least ten (10) calendar days' notice to the Association for new employee orientations, except where there is an urgent need critical to the City's operations that was not reasonably foreseeable. The Association may have up to thirty (30) minutes at the end of each new employee orientation that is attended by new employees represented by this bargaining unit, or at another time mutually agreed to by the City and Association, in order to present membership information.

The City will provide up to thirty (30) minutes of paid release time to one (1) designated employee representative to cover travel time to and from the orientation site, and presentation of membership information to new employees represented by this bargaining unit.

The date, time, and place of the new employee orientation will not be disclosed to anyone other than employees, the Association, or a vendor that is contracted to provide a service for purposes of the orientation.

## 2.2 Employee Information:

Within thirty (30) days of the date of hire or by the first pay period of the month following hire, the City will provide the Association with the following employee information: name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address. The City will also provide the Association with a list of such information

for all employees in the bargaining unit every one hundred twenty (120) days.

Before providing the personal contact information listed above, the City will provide employees with the opportunity to elect non-disclosure to the Association.

### **SECTION 3. GENERAL PROVISIONS**

The provisions of the Memorandum of Understanding (MOU) are effective July 1, 2022 – June 30, 2027. Neither party may re-open the agreement during the period July 1, 2022 – June 30, 2027 without concurrence from the other party, unless stated herein. Any re-opener shall be pursuant to the normal provisions of the meet and confer process and any changes to the agreement must be jointly approved.

### **SECTION 4. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

The City has and retains the rights and functions of management, including but not limited to: the right to determine the methods, means and personnel by which its operations are to be conducted; to determine the mission of each of its constituent departments, boards and commissions; to set standards of service to be offered to the public considering employee safety and workload; to classify positions; to add or delete positions or classes; to establish standards for employment, promotion and transfer of employees; to establish and enforce dress and grooming standards; to direct its employees; to take disciplinary action for cause; to schedule employees; and to relieve its employees from duty because of lack of work or other legitimate reasons. Any and all of these actions must be within the legal limits of this agreement, and State and Federal laws.

### **SECTION 5. ASSOCIATION REPRESENTATIVES**

#### **5.1 Designation:**

The Association may designate a committee, of two (2) representatives only, to meet and confer with the City's representative regarding matters within the scope of representation. The Association may also designate an alternate representative as a substitute in the event that one of the designated committee members is unavailable. A maximum of two (2) members of said committee shall be afforded reasonable time off during working hours, without loss of compensation or other benefits, while formally meeting and conferring.

## 5.2 Notification:

The Association will notify City within two (2) weeks of the action of designation of Association committee members.

## **SECTION 6. WORKING CONDITIONS**

### 6.1 Rules and Regulations:

The Association agrees to follow Personnel Rules and Regulations of the City of San Pablo, as revised and adopted by the City Council in Resolution No. 2014-031. Parties agree to meet and confer during the term of the MOU regarding the City's Personnel Rules and Regulations.

### 6.2 Paydays:

The City shall pay all employees on the fifth (5) and twentieth (20<sup>th</sup>) of each month. Should the regular payday occur on a Saturday or Sunday, payment shall be made on the preceding Friday. Should a holiday occur on the regularly scheduled payday, checks shall be issued on the day preceding the holiday.

## **SECTION 7. SALARIES**

### 7.1 General Increases

Contingent upon Union ratification and City Council approval of the Tentative Agreement for a successor MOU by June 30, 2022, effective July 1, 2022, there will be a five percent (5%) cost of living increase for all classifications represented by the bargaining unit.

Effective July 1, 2023, there will be a five percent (5%) cost of living increase for all classifications represented by the bargaining unit.

Effective July 1, 2024, there will be a one and one-half percent (1.5%) cost of living increase for all classifications represented by the bargaining unit.

Effective July 1, 2025, there will be a two percent (2%) cost of living increase for all classifications represented by the bargaining unit.

Effective July 1, 2026, there will be a two percent (2%) cost of living increase for all classifications represented by the bargaining unit.

## 7.2 Equity Adjustments

Contingent upon Association ratification and City Council approval of the Tentative Agreement for a successor MOU by June 30, 2022, effective July 1, 2022, salary schedules for job classifications that are more than five percent (5%) below the median of comparable cities, according to the City's 2022 total compensation survey prepared by Bryce & Associates, dated February 2022, shall be increased to five percent (5%) below the median. Any cost of living adjustment will be applied after the equity adjustment has been applied. In accordance with the above, the following job classifications shall receive an equity adjustment:

Maintenance Supervisor

## 7.3 Salary Step Increases:

Supervisors shall complete evaluations within ninety (90) days of the employee's review date. Evaluations completed within the ninety (90) day period must rate the performance of the employee and, for employees eligible for a salary step increase, state that the employee's performance has or has not merited such an increase. If the increase is merited, the pay adjustment shall be retroactive to the review date. There shall be no increase if the evaluation does not recommend an increase. However, if an employee does not receive an evaluation within one hundred eighty (180) days of the employee's review date, the employee will receive the step increase retroactively to the review date.

An employee does not have the right to appeal or submit a grievance regarding any matter relating to the content of a performance evaluation. Instead, the employee may comment on the evaluation in a written statement which will then be placed with the evaluation in the employee's personnel file. The written statement must be submitted within ten (10) days after the employee receives the evaluation.

Effective July 1, 2017, an additional "Step F," which shall be approximately two and one half percent (2.5%) above "Step E," was added to the salary schedule for all classifications represented by the bargaining unit. Effective July 1, 2024, "Step F" will be increased by two and one-half percent (2.5%) in order to be a total five percent (5%) above "Step E," and the salary schedule will be restored to a five-step salary schedule (i.e. "Step A" will be eliminated and any employees at "Step A" will immediately advance to "Step B." Other step increases will

occur on employees' anniversary dates in accordance with the salary step increase process described in this section. "Step B" will become "Step A," "Step C" will become "Step B," "Step D" will become "Step C," "Step E" will become "Step D," and "Step F" will become "Step E.")

#### 7.4 Longevity Pay:

Association members shall receive longevity incentive, as follows:

- A. Full time employees who complete fifteen (15) years of continuous service with the City of San Pablo shall receive an additional three percent (3%) of base salary as a longevity incentive.
- B. Full time employees who complete twenty (20) years of continuous service with the City of San Pablo shall receive an additional two percent (2%) of base salary for a total of five percent (5%) base salary as a longevity incentive.
- C. Full time employees who complete twenty-five (25) years of continuous service with the City of San Pablo shall receive an additional two percent (2%) of base salary for a total of seven percent (7%) base salary as a longevity incentive.
- D. The percentage increases shall not be cumulative.
- E. For the purpose of calculating longevity pay eligibility, one (1) "year of service" shall be defined as one thousand nine hundred fifty (1,950) hours of straight time hours worked, including use of paid time off.
- F. Continuous service with the City for the purpose of longevity pay eligibility shall be defined as service not broken by a break in service of six (6) months or longer following separation.

### **SECTION 8. MULTI-LINGUAL PAY**

Employees who are multi-lingual and who regularly use their skills and are recognized as such by their respective supervisors shall receive an additional pay upon application and approval of the City Manager as outlined below. This benefit must be initially certified and recertified periodically to continue eligibility or when an employee advances to the next level. Multi-lingual skills

must be used to assist members of the public.

- A. Primary level – To be eligible for the primary level of multilingual pay, an employee must be certified for the ability to speak in a secondary language proficiently and frequently during the course of work. An employee certified to be able to speak a secondary language at the primary level and required to regularly use verbal multilingual skills in the course of their job shall be compensated in the amount of one hundred dollars (\$100.00) per month.
  
- B. Secondary level - To be eligible for the secondary level of multilingual pay, an employee must be certified for the ability to speak fluently and frequently during the course of work. In addition, the employee must be able to read and express in writing the secondary language required. An employee certified at the secondary level and required to regularly use verbal and written multilingual skills in the course of their job shall be compensated in the amount of two hundred dollars (\$200.00) per month.
  
- C. Expert level - To be eligible for the expert level of multilingual pay, an employee must be certified for the ability to speak, read, write, edit, proof read frequently, and/or investigate in the secondary language required. An employee certified at the expert level and required to regularly use verbal and written multilingual skills in the course of their job as described above shall be compensated in the amount of three hundred dollars (\$300.00) per month.

An Employee shall receive pay for only one appropriate competency level.

Employees wishing to be certified at one of the above-listed competency levels shall be required to demonstrate their abilities a third party linguistic evaluation provider selected by the City. An employee may request a re-evaluation no sooner than one (1) year following the last evaluation.

The City Manager shall have the final determination as to who is certified and at what level, including consideration as to the frequency of use and the applicability to the community of San Pablo.

Frequency of use required for primary and secondary multilingual incentive shall be defined as using a language other than English in the performance of the employees' assigned duties at least weekly on average. Frequency of use required for expert level multilingual incentive is using a secondary language in the performance of the employee's assigned duties at least weekly on

average, or on a regular basis authorized by the City Manager or designee. Proof of frequency can be certified by the employee's immediate supervisor. If a disagreement arises than the employee may document contacts to provide proof to the supervisor.

## **SECTION 9. HOURS OF WORK**

### 9.1 Definition of Work Week

The workweek begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday, except as otherwise designated for employees on an alternate work schedule.

For employees assigned to the 9/75 work schedule, each employee's designated FLSA workweek (168 hours in length) shall begin exactly 4.165 hours after the start time of their shift on the day of the week that corresponds with the employee's alternating regular day off.

### 9.2 Hours of Work

Full-time employees may be assigned to one of the following, normal work schedules:

- A. 8/75 Work Schedule: Employees assigned to an 8/75 Work Schedule shall work four (4), nine and one-half (9.5) hour workdays, Monday through Thursday. Employees will take an additional half-hour for their lunch period on one day per workweek to result in an average of 9.375 hours per workday, and thirty-seven and one-half (37.5) hours per workweek. Employees will have every Friday as a day off. The additional seven and one-half (7.5) minutes of work each day (the difference between nine and one half (9.5) hours actually worked per day and the average hours per day of 9.375) shall not be treated as overtime for FLSA Non-Exempt members subject to overtime.
- B. 9/75 Work Schedule: Employees assigned to a 9/75 Work Schedule shall work a two-workweek schedule of nine (9), eight and one third (8.33) hour workdays in a two week period, with the same alternating regular day off every two-week period.
- C. 10/75 Work Schedule: Employees assigned to a thirty-seven and one-half (37.5) hour Work Schedule shall work Five (5), seven and one half (7.5) hour workdays per week.

- D. Actual work schedule may be adjusted to the benefit of public service and contingent upon City Manager approval. While an employee may request a particular work schedule, final assignment is subject to the needs of the City and requires supervisor approval.
  
- E. For employees in FLSA exempt classifications assigned to a 8/75 or 9/75 work schedule, if an employee is scheduled to work on a City-planned event or to attend a work-related activity or training on a regularly scheduled day off, the day off may be taken on a different day other than that day subject to operational requirements, so long as leave is taken within the same pay period and upon the Department Head or Division Manager's approval. Fridays off cannot be accumulated to have several consecutive days off at one time.

An FLSA non-exempt employee and the employee's direct supervisor may mutually agree to a change in an employee's regular work schedule that is not permanent or ongoing in order to adjust for an unplanned short-notice or sporadic event. This change may include modifying normal work start and end times or allowing work missed on one day to be made up on another within the same workweek as defined in Section 8.1 of this agreement. Such a change shall not result in overtime for employees in FLSA non-exempt job classifications.

Such temporary changes in work hours shall occur only as long as the operational needs of the department are satisfied and to discontinue such arrangements when deemed necessary. If the employee and supervisor do not mutually agree to a flex schedule, and additional work is required of the employee outside of the employee's regular work schedule, the work shall be paid in accordance with applicable overtime provisions of this MOU.

### 9.3 FLSA Status.

The Association and City agree that any classification categorized as FLSA Exempt shall not be eligible to receive overtime pay or compensatory time, but shall receive Administrative Leave per Section 8.4 of this MOU. Any classification categorized as FLSA Non-Exempt shall be eligible to receive overtime pay and compensatory time and shall not be eligible to receive Administrative Leave per Section 8.4 of this MOU.

#### 9.4 Administrative Leave:

Employees in classifications categorized as FLSA Exempt represented by the Association are considered mid-management, and thus exempt, and not eligible to accrue compensatory time or overtime hours. Administrative Leave is granted in recognition of any additional hours that may be worked.

Employees in classifications categorized as FLSA Exempt represented by the Association who work full time shall be entitled to fifty-five (55) hours of Administrative Leave per fiscal year, to be credited on July 1st of each year. New employees shall receive credit for Administrative Leave in their first year of hire based on hire date as follows:

<u>Hire date</u>	<u>Hours credited</u>
July 1 through Sept 30	55
Oct 1 through Dec 31	40
Jan 1 through Mar 31	25
April 1 through June 30	0

Any unused balance of Administrative Leave available as of 12:00 midnight, June 30th, shall be forfeited. Accrued, unused administrative Leave shall have no cash value and shall not be subject to cash out during or upon separation from employment. The Association expressly waives any rights to vested leave provided under California Labor Code section 227.3 for administrative leave provided under this section.

FLSA exempt employees who are authorized to work on a reduced work schedule shall accrue administrative leave in the amount proportionate to the ratio of scheduled work hours of the standard workweek.

#### 9.5 Overtime Pay

The City may assign overtime to available, FLSA non-exempt employees either already engaged in the project or whose skills may be required when the occasion demands.

Overtime shall be defined as all time worked in excess of thirty seven and one-half (37.5) hours in one workweek. The rate of pay for overtime worked shall be one and one-half times the employee's regular hourly rate.

#### 9.6 Call-Back Overtime

Employees in classifications categorized as FLSA non-exempt who are

called back to work after working a full day or part of a day after at least thirty (30) minutes has elapsed since the end of their prior shift, shall be paid a minimum of two (2) hours at the overtime rate. Overtime worked on Saturdays, Sundays, holidays or any non-workday shall be paid at the overtime rate, with a guarantee of two (2) hours.

#### 9.7 Compensatory Time

In accordance with the revised Fair Labor Standards Act, employees may elect to receive compensatory time off at the rate of one and one-half times the amount of overtime worked in lieu of payment for overtime, up to a maximum of two hundred forty (240) hours in one fiscal year. The City will consider the employee's input as to the scheduling of the time off. Under no circumstances can an employee be forced to take compensatory time in lieu of overtime pay.

#### 9.8 Overtime/Compensatory Time Worked from Home

In recognition of the professional standing of AIE Non-Exempt members and understanding that much of their overtime-required work could be accomplished remotely from home, AIE Non-Exempt may be allowed to work overtime from home with the approval of their supervisor. Such time shall be paid out or accrued at the overtime rate of one and one-half times the employee's regular hourly rate and shall be computed in 15-minute increments (seven and one-half (7 ½) minutes or less in a 15-minute increment shall not be paid, unless seven and one-half (7 ½) minutes or less is worked on a regular basis). Time sheets shall be kept for all time worked and shall be available for inspection by the supervisor.

### **SECTION 10. OUT OF CLASSIFICATION PAY**

Prior Approval must be obtained from the Department Head or Division Manager in the event an employee is assigned the majority of job duties of a higher classification. The employee shall be paid a flat rate of five percent (5%) above their current salary step, which shall become effective on the first day of assigned duties in the higher classification, if the assignment is worked for a minimum of one (1) day up to thirty (3) consecutive days.

Any employee on a temporary assignment longer than thirty (30) days and assigned to the full range and scope of duties of a higher classification shall be assigned to the lowest step in that higher pay range which is at least five percent (5%) higher than normal assigned pay for the duration of the temporary assignment following the first thirty (30) days. The City shall report

temporary upgrade pay of more than thirty (30) days to CalPERS in accordance with California Public Employees' Retirement Law.

## **SECTION 11. HEALTH BENEFITS**

### **11.1 Medical, Dental Insurance, and Vision Care Contributions**

#### **A. Medical Insurance**

The City is a participating employer in the Public Employees' Medical and Hospital Care Act (PEMHCA), the medical insurance program sponsored by CalPERS. Upon the City's adoption of the amendment to the City's contract with CalPERS for PEMHCA participation, the maximum City contribution per month for medical insurance for each active employee and each qualifying annuitant shall be the minimum employer contribution as determined by CalPERS. A qualifying annuitant is defined as a person who has retired within one hundred twenty (120) days of separation from employment with City of San Pablo, and who receives a retirement allowance from CalPERS provided by the City of San Pablo, or a surviving family member who receives the retirement allowance in place of the deceased.

#### **B. Flexible Benefit Plan**

The City maintains a Flexible Benefit Plan that constitutes a cafeteria plan within the meaning of Section 125 of the Internal Revenue Code. The Flexible Benefit Plan allows active employees to pay for actual medical plan premiums or other qualified expenses on a pre-tax basis.

Effective July 1, 2019, the City will contribute, on behalf of each eligible employee enrolled in City-provided health insurance, solely for the purchase of medical insurance coverage that is affordable and provides minimum essential coverage as defined by the Affordable Care Act, an amount up to:

- Ninety percent (90%) of the premium for the employee's selected, City-provided group health insurance plan at the selected level of coverage up to the amount equal to ninety percent (90%) of the selected level of coverage for the Kaiser plan; which includes the City's minimum, monthly employer contribution required for participation in PEMCHA paid by the City to CalPERS (see Section 10.1(a) above);

The City may adjust the above amounts in an employee's favor to comply with the requirements of the Affordable Care Act.

C. Healthcare Legislation Reopener

The City may reopen negotiations of Section 10 (Health and Welfare) at any time during the term of the MOU to address the impact of legislative changes to health care legislation.

D. In Lieu or Dual Medical Coverage

In the event an eligible employee elects to waive participation in City-provided health insurance due to coverage in a group health plan from another source (e.g. spouse, parent, etc.), the employee shall receive the appropriate in-lieu amount:

- \$500.00 – Family coverage or two-party coverage
- \$350.00 – Single party coverage

The employee may receive the in-lieu amount in cash (taxable) or they may elect to contribute the in-lieu amount (not taxable) towards the 457 ICMA Deferred Compensation Plan as a supplemental retirement benefit.

To elect this option, the employee shall demonstrate that they are adequately covered at the applicable level of coverage by another source of group health insurance. If an employee loses primary coverage, they shall be covered by the City health plan as soon as possible, in accordance with CalPERS regulations and this MOU.

The City's obligation to pay the in lieu amount may be conditioned upon the employee providing reasonable evidence and attestation that the employee and all individuals in the employee's expected tax family have alternate minimum essential coverage for every plan year in which the employee receives the in lieu amount, in accordance with IRS requirements for an eligible opt out program. The City shall not pay the in lieu amount if the City knows or has reason to know that the employee or individual in the employee's tax family does not have qualifying alternate coverage.

E. Dental Plan

For employees enrolled in the City-provided dental insurance plan, the City will contribute through the Flexible Benefit Plan the full premium for dental insurance coverage (which includes a 50/50 orthodontia plan with three thousand dollars (\$3,000) maximum) for the employee and eligible dependent family members.

F. Reimbursable Expenses and Flexible Spending Account

The City provides a Flexible Spending Account (FSA), which allows employees to contribute a portion of their regular earnings to pay for qualified dependent care and medical expenses before earnings are subject to payroll taxes, in accordance with IRS regulations.

The City will contribute to the Flexible Spending Account the amounts listed below based on the assumption that the following arrangement falls within the IRS guidelines:

\$225.00 for 7/1/22 through 12/31/22  
\$450.00 for 1/1/23 through 12/31/23  
\$450.00 for 1/1/24 through 12/31/24  
\$450.00 for 1/1/25 through 12/31/25  
\$450.00 for 1/1/26 through 12/31/26  
\$225.00 for 1/1/27 through 6/30/27

New employees shall receive a prorated Flexible Spending Account contribution based on hire date or promotion date as follows:

Hire Date	7/1-9/30	10/1-12/31	1/1-3/31	4/1-6/30
FY 22/23	225.00	112.50	450	337.50
FY 23/24	225.00	112.50	450	337.50
FY 24/25	225.00	112.50	450	337.50
FY 25/26	225.00	112.50	450	337.50
FY 26/27	225.00	112.50	225	112.50

In-lieu medical and vision care and other reimbursable expense amount, including this Flexible Spending Account contribution, will also be prorated.

In accordance with IRS regulations, any unused amounts contributed to the FSA shall not be reimbursed to the employee should employee fail to submit proof of eligible reimbursable expenses during a calendar year. However, up to five hundred dollars (\$500) of unused amounts remaining at the end of a plan year in a health FSA may be paid or reimbursed to plan participants for qualified medical expenses incurred during the following plan year. All other unused amounts in an employee's FSA cannot be rolled over to the next calendar year.

11.2 Employee Assistance Program

The City provides access to an Employee Assistance Program for use by

the employee and eligible dependent(s).

## **SECTION 12. PRORATION**

Any employee authorized to work at a reduced schedule (at least thirty (30) hours per week or eighty percent (80%) of the normal work schedule) shall receive prorated benefits, including vacation, sick leave, other leave, medical, dental and vision premiums, in-lieu payout and other reimbursable expense amounts. The reduced work schedule shall be authorized by the City Manager or designee.

## **SECTION 13. DISABILITY INSURANCE**

The City shall pay the premium for a short term/long-term disability insurance policy covering up to 66.7% of monthly salary after a thirty (30)-day qualifying period.

## **SECTION 14. LIFE INSURANCE & DEPENDENT LIFE INSURANCE**

The City shall pay the premium for a sixty thousand dollar (\$60,000) Life Insurance Policy for all employees.

An additional life insurance policy for the employee and a dependent life insurance policy for employee's eligible dependent(s) shall be made available as mandated by the existing Life Insurance Program, at the total expense of the employee.

## **SECTION 15. RETIREMENT**

### 15.1 Pensions

#### Tier One Pension:

Formula: The City shall provide the full formula of two and one half percent (2.5%) at age 55 calculated on the single highest year for local miscellaneous members considered "classic" members of CalPERS.

Member Contribution: Employees in Tier One Pension shall pay the statutory member contribution required by CalPERS, in addition to the cost share requirement described below.

Employee Cost Sharing: Employees in Tier One pension are required to

pay two and three-tenths percent (2.3%) of reportable compensation toward the employer contribution for pension in accordance with Government Code Section 20516(a)-Employees Sharing Cost of Additional Benefits) for the pension formula enhancement to 2.5% at 55.

Tier Two Pension:

Formula: For eligible employees who are "new members" as defined by Government Code Section 7522.02(f) the City will provide the CalPERS two percent (2%) at age sixty-two (62) formula retirement plan in accordance with Government Code Section 7522.20, calculated on the average of the three (3) highest, consecutive years, in accordance with Government Code Section 7522.32.

Member Contribution: Non-safety employees in Tier Two Pension shall pay member contributions to the Public Employees' Retirement System in the amount required by the Public Employee Pension Reform Act (PEPRA), which amount is at least one-half of the total normal costs within the meaning of PEPRA.

Survivor Benefits:

The City shall provide the Third Level of 1959 Survivor's Benefit for Non-Safety Tier One and Tier Two employees, a benefit for survivors of the employee who is actively employed at the time of death.

15.2 Retiree Health Savings Account:

During the term of the MOU, both parties agree to meet and confer over retiree health benefits, and to determine other options addressing the provisions of the Monthly Supplemental Allowance for Retirees. The City and AIE will explore a Retiree Health Savings Account (RHSA) plan compliant with IRS rules and regulations.

15.3 Retiree Health:

Employees, who retire under service retirement as regulated by the Public Employees' Retirement System, will receive medical coverage as specified by this section. As provided in Section 10.1(A) of this agreement, the City shall pay the minimum monthly employer contribution as determined by CalPERS and required under Public Employees Medical and Hospital Care Act (PEMHCA) on behalf of each qualifying annuitant. A qualifying annuitant is defined by CalPERS as a person who has retired within one hundred twenty (120) days of separation from employment with City of San Pablo, and who receives

a retirement allowance from CalPERS provided by the City of San Pablo, or a surviving family member who receives the retirement allowance in place of the deceased.

Monthly Supplemental Allowance for Qualifying Employees Hired Before July 1, 2014: In addition to payment of the minimum monthly employer contribution as determined by CalPERS, , to qualified annuitants as set forth in Section 10.1, the City will provide a monthly supplemental allowance to a Retiree Health Savings Account (RHSA) to qualifying employees hired before July 1, 2014 and who retire under service retirement from the City as regulated by the Public Employees Retirement System. The City's contribution of a monthly allowance to the RHSA is based upon an employee's number of years of service and retirement from the City, as follows:

- A. Retirees Hired Before July 1, 2014 Who Are Qualified Annuitants: On behalf of a retiree hired by the City before July 1, 2014 who constitutes a qualified annuitant as defined by CalPERS, retires directly (within one hundred twenty (120) days) following separation from City service, and who is enrolled in City-provided, two-party health insurance coverage, the City shall contribute a monthly supplemental allowance to the retiree's RHSA in the amount of two hundred and twenty dollars (\$220) minus the minimum employer contribution required by PEMHCA.

On behalf of a retiree hired by the City before July 1, 2014 who constitutes a qualified annuitant as defined by CalPERS, retires directly (within one hundred twenty (120) days) following separation from City service, and who is enrolled in City-provided, family health insurance coverage, the City shall contribute a monthly supplemental allowance to the retiree's Health Reimbursement Account in the amount of two hundred and eighty-five dollars (\$285) minus the minimum employer contribution required by PEMHCA.

In addition, the City shall pay the following to qualified annuitants:

- B. Retirees Hired Before July 1, 2014 With Fifteen (15) or More Years of City Service Immediately Prior to Retirement: On behalf of a qualifying retiree hired by the City before July 1, 2014 who completes fifteen (15) or more consecutive years of service with the City of San Pablo and retires directly (within one hundred twenty (120) days) following separation from City service, the City shall contribute a monthly supplemental allowance to the retiree's RHSA in the amount of one hundred and

thirty-five dollars (\$135), from the date of retirement and until such time the retiree becomes eligible for Medicare, turns the age of sixty-five (65), receives health insurance coverage from another source, or dies, whichever comes first.

C. Retirees Hired Before July 1, 2014 With Twenty-Five (25) or More Years of City Service Immediately Prior to Retirement:

On behalf of a qualifying retiree hired by the City before July 1, 2014 who completes twenty-five (25) or more consecutive years of service with the City of San Pablo and retires directly (within one hundred twenty (120) days) following separation from City service, and who enrolls in employee plus one or employee plus family City health insurance coverage, the City shall contribute a monthly supplemental allowance to the retiree's RHPA in the amount of four hundred eighty dollars (\$480) minus the PERS minimum employer contribution to CalPERS, from the date of retirement and until such time the retiree becomes eligible for Medicare, turns the age of sixty-five (65), receives health insurance coverage from another source, or dies, whichever comes first. This payment is in lieu of the one hundred thirty-five dollar (\$135) payment described in subsection above entitled "Retirees Hired Before July 1, 2014 With Fifteen (15) or More Years of City Service Immediately Prior to Retirement."

In the event that the retired employee with twenty-five (25) or more consecutive years of service prior to retirement from the City enrolls in one-party City health insurance coverage, the account shall be reduced to the amount provided for retirees with fifteen (15) consecutive years of service prior to retirement from the City; the allowance shall be reduced to one hundred thirty five dollars (\$135). It shall be the responsibility of the retiree to notify the City for any marital or dependent status change (e.g. death of a spouse, divorce, legal separation, etc.) The City reserves the right to collect the amount over and above the one hundred thirty five dollars (\$135) issued to the retiree, due to failure on the part of the retiree to notify the City regarding the change in marital or dependent status. The City shall collect said amounts under the normal collection process which may include utilization of a collection agency and/or Small Claims Court, or any legal or administrative remedy.

The City shall pay the Monthly Supplemental Allowance based on fifteen (15) and twenty-five (25) years of service (described in subsection (2) and (3)) to the RHPA for the retiree until any of the following conditions occur, at which point the City's contributions shall cease:

1. Retiree receives medical coverage from another source (e.g. other employment, spouse), or
2. Retiree is eligible for participation in the Medicare Program, or
3. Retiree reaches the age of sixty-five (65), or
4. Retiree dies.

The City's obligation to pay the monthly supplemental allowance is conditioned upon a signed declaration under penalty of perjury, by the retiree and/or spouse or registered domestic partner on a form provided by the City once each year, that confirms the retiree's and/or spouse or registered domestic partner is not enrolled in medical or health insurance coverage or in-lieu payments from another source during that same time period.

To receive the monthly supplemental allowance for the calendar year of retirement, the retiree must file an initial eligibility form with the City at the time and in the manner prescribed by the City. For each subsequent calendar year, the retiree must file an eligibility form with the City by November 30th of the preceding year or at a later date prescribed by the City. City will terminate the monthly supplemental allowance until such time the declaration is received. The supplemental allowance shall resume on a prorated basis upon receipt of the required declaration. No retroactive payments shall be made.

Should retiree lose coverage from the other source (employment, spouse), the monthly supplemental allowance will resume upon receipt of the required declaration, and will continue only until any of the above listed events (a-d) occur.

The Monthly Supplemental Allowance is subject to applicable Federal and State Income Tax regulations.

Continuous service with the City for the purpose of eligibility for the monthly supplemental allowance shall be defined as service not broken by a break in service of six (6) months or longer following separation.

Both parties agree that should this benefit be inconsistent with CalPERS regulations, the City and the Association will meet and confer regarding required changes. Following such meet and confer process and agreement from the Association, appropriate changes to the Memorandum of Understanding (MOU) may be implemented.

- 15.4 For employees hired on or after July 1, 2014, the City will establish a Retiree Health Savings Plan Account to which the City and employees contribute to save, on a tax-deferred basis, money to help pay the cost

of healthcare once an individual retires. The RHSP is intended to constitute a "health reimbursement arrangement" within the meaning of IRS Notice 2002-45. The Retiree Health Savings Plan Account may be used for qualifying health-related expenses as provided under the terms of the Plan. Any tax consequences resulting from City contributions to the Retiree Health Savings Plan Account are the sole responsibility of the employee.

A. Participation is mandatory for all employees hired on or after July 1, 2014;

B. For employees hired on or after July 1, 2014:

1. Effective the first pay period following City Council approval of a successor MOU in 2022, or July 1, 2022 (whichever is later), starting after an employee has successfully completed his or her initial probationary period, the City will contribute fifty dollars (\$50) per month to the employee's Retiree Health Savings Plan Account. Likewise the employee will contribute fifty dollars (\$50) per month to his or her Retiree Health Savings Plan Account.
2. During an employee's initial hire probationary period with the City, neither the employee nor the City will contribute to the employee's Retiree Health Savings Plan Account. Upon successful completion of the initial hire probationary period, the City will contribute a lump sum of fifty dollars (\$50) per month for each month served in the employee's initial probationary period.
3. Upon cessation of employment with the City, the City will cease contributions to the individual's Retiree Health Savings Plan Account.
4. Employees will have no vested right in City contributions to the Retiree Health Savings Plan Account beyond the term of this Agreement.

## **SECTION 16. VACATION LEAVE**

### **16.1 Accrual**

All regular full-time employees shall earn Vacation Leave with pay on a monthly basis, in accordance with the following schedule:

<b><u>Years of Service</u></b>	<b><u>Number of Vacation Hours per Pay Period (based on 24 pay periods per year)</u></b>	<b><u>Number of Vacation Hours per Year</u></b>
1 day - 3 years	3.125	75
3 years and 1 day - 10 years	4.687	112.50
10 years and 1 day - 15 years	6.25	150
15 years and 1 day - 16 years	6.562	157.5
16 years and 1 day - 17 years	6.875	165
17 years and 1 day - 18 years	7.187	172.5
18 years and 1 day - 19 years	7.5	180
19 years and 1 day - 20 years	7.812	187.5
20 years and 1 day - 21 years	8.125	195
21 years and 1 day - 22 years	8.437	202.50
22 years and 1 day - 23 years	8.75	210
23 years and 1 day - 24 years	9.062	217.5
24 years and 1 day +	9.375	225

Employees who are authorized to work on a reduced work schedule shall accrue vacation leave in the amount proportionate to the ratio of scheduled work hours of the standard workweek.

Employees will be permitted to accrue up to a maximum of the number of vacation hours accrued over a two (2) year period based on the employee's total years of service. No employee shall accrue more than the number of vacation hours accrued over a two (2) year period based on the employee's total years of service. Should the City deny a requested vacation leave and resulting in the employee exceeding the maximum vacation accrual cap, the City will cash out the denied amount of vacation.

While vacation time accrues from the first day of full-time employment, employees shall be required to have served the equivalent of six (6) months of continuous service in the City in order to be eligible to use annual vacation leave; provided, however, if a regular employee

separates from employment with the City before completion of six (6) months of service, the employee or their estate will receive pay for earned vacation leave. The Division Manager or Department Head may grant an exception to the minimum six (6) months of service required for vacation eligibility.

## 16.2 Use of Vacation

The times during the calendar year at which an employee may take vacation leave shall be determined by the Department Head or Division Manager, with due regard for the wishes of the employee and particular regard for the needs of the service.

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

Employees desiring vacation leave must request such leave at least two (2) calendar weeks in advance of the time desired, except that Department Heads or Division Managers may grant such leave on shorter notice at their discretion if the employee requests it.

An employee who becomes ill or injured during their vacation may request that the time be deducted from their earned sick leave and the vacation be rescheduled at a later date, or be extended.

## 16.3 Vacation Cash Out

Employees hired before July 1, 2017, with a minimum vacation accrual balance of one hundred fifty (150) hours may elect to convert between one (1) work day and one (1) work week (in accordance with the employee's assigned work schedule) of accrued, unused vacation leave to cash.

Employees hired on or after July 1, 2017 with a minimum of ten (10) years of service with the City of San Pablo, and with a minimum vacation accrual balance of one hundred fifty (150) hours, may elect to convert between one (1) work day and one (1) work week (in accordance with the employee's assigned work schedule) of accrued, unused vacation leave to cash.

Conversion shall be subject to an employee's irrevocable election, in December of the year prior to the cash-out, of hours to be accrued in the following year. In compliance with IRS code, employees must choose by the last business day of each year to elect or opt out of pay

in lieu of vacation time off for the following year by using the Request for Pay in Lieu of Vacation Leave form. Payment of converted hours shall occur in the first pay period of the following fiscal year. Employees who did not elect pay in lieu of vacation time off by the last business day of the prior year will not be able to cash out any vacation in the following calendar year. All vacation cash outs will be taxed at the supplemental tax rate in accordance with IRS code.

If insufficient vacation hours exist to meet the annual pay in lieu election, only the remaining available elected vacation hours will be paid out.

## **SECTION 17. SICK LEAVE**

### **17.1 Accrual:**

Full-time, regular employees will accrue sick Leave with pay at the rate of seven and one-half (7.5) hours per calendar month of service. Sick Leave shall not be regarded as a privilege which an employee may use at their discretion but shall be allowed only for the purposes listed below.

Unused Sick Leave shall be accumulated at the rate of up to twelve (12) days per year, without a cap on accrual.

Employees who are authorized to work on a reduced work schedule shall accrue sick leave in the amount proportionate to the ratio of scheduled work hours of the standard workweek.

### **17.2 Usage:**

Each regular, full time employee shall be allowed to use accrued sick leave with pay for the following reasons:

- A. Absence from duty due to exposure to a contagious disease where a doctor requires quarantine;
- B. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling;
- C. For an employee who is a victim of domestic violence, sexual assault, or stalking to: a) obtain or attempt to obtain a temporary

restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child; or b) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety; and

- D. Absence due to pregnancy disability, childbirth, or a medical condition related to pregnancy.

However, an employee may use up to three (3) Sick Leave days per fiscal year to care for a non-immediate family member with an existing health condition who requires care from the employee, or as bereavement leave for a non-immediate family member.

The right to benefits under the sick leave plan shall continue only during the period that the City employs the employee. This plan will not give any employee the right to be retained in the service of the City or any right to claim of sickness disability benefits after separation from the services of the City, and shall have no cash value at separation.

To request to use sick leave if the need for leave is foreseeable, an employee must give the immediate supervisor reasonable advance written or oral notice. If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable. If the employee is required to be absent on sick leave for more than one (1) day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave.

Employees must provide a physician's certification for any sick leave absence that occurs after the employee has used twenty-four (24) hours, or three (3) work days' worth of sick leave, whichever is greater, that involves the illness of the employee or family member.

Employees who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

In the event an employee is on sick leave for three (3) days or longer, or in the event of family medical leave, excessive use of sick leave, or sick leave abuse, a supervisor may require a written physician's statement confirming that the employee's illness or disability prevents them from attending work, and the anticipated duration of absence. The City may require that an employee undergo a medical examination by a

physician chosen by the City after an absence of twenty-four (24) hours, or three (3) work days, whichever is greater, to determine an employee's fitness for work after an absence from work due to a non-job related injury or illness. In the case of absence due to a contagious disease, the employee will be required to present a medical release before s/he may return to work. Upon depletion of accumulated sick leave an employee may request leave of absence without any pay, for a period not to exceed sixty (60) calendar days, subject to the approval of the City Manager, or longer if required by law. If the employee is unable to return to work at the end of this period, they may request further unpaid leave, which will be subject to the approval of the City Manager. If further leave is granted, the employee must notify the City of their intent to return to work no later than every thirty (30) days.

If further leave is not requested, or granted after a request, the employee's continued absence from service with the City may be subject to discipline up to and including dismissal.

Time off for employee illness shall be charged to sick leave and not to vacation, compensatory time off, or administrative leave, unless and until all available sick leave has been exhausted.

## **SECTION 18. HOLIDAYS**

### 18.1 Holidays Observed:

The City shall observe the following Holidays:

January 1 - New Year's Day  
3rd Monday in January - Martin Luther King's Birthday  
3rd Monday in February - Presidents' Day  
Last Monday in May - Memorial Day  
June 19 - Juneteenth  
July 4 - Independence Day  
1st Monday in September - Labor Day  
Second Monday in October - Columbus Day  
November 11 - Veterans' Day  
4th Thursday in November - Thanksgiving Day  
Day after Thanksgiving Day  
December 24 - Day before Christmas Day  
December 25 - Christmas Day  
December 31 - New Year's Eve Day

The value of each holiday shall be seven and one half (7.5) hours for

employees assigned to a 10/75 work schedule, eight and one third (8.33) hours for employees assigned to a 9/75 work schedule, and 9.375 for employees assigned to an 8.75 work schedule.

For employees on an 8/75 Monday through Thursday work schedule, or 9/75 work schedule, should an observed holiday fall on off-Friday, the holiday shall be observed on Thursday..

The City reserves the right to close City department offices approximately between the Christmas and New Year holidays, with exact dates of the closure to be determined by management. Employees in departments affected by the closure may use vacation, Compensatory Time Off, Administrative Leave, or unpaid leave on the non-holiday closure days on which they are scheduled to work.

The holiday closure schedule will be provided to employees by October 1st for the following calendar year.

## 18.2 Floating Holiday

In honor of Cesar Chavez, one Floating Holiday of seven and one half (7.5) hours for employees assigned to a 10/75 work schedule, eight and one third (8.33) hours for employees assigned to a 9/75 work schedule, and 9.375 for employees assigned to an 8/75 work schedule shall be credited to accumulated vacation time, on July 1<sup>st</sup>.

New employees shall be credited a prorated amount of Floating Holiday hours based on hire date as follows

<u>HIRE DATE</u>	<u>HOURS CREDITED</u>		
	<u>10/75</u>	<u>9/75</u>	<u>8/75</u>
July 1 through Sept 30	7.5	8.33	9.375
Oct 1 through Dec 31	4.95	5.55	6.24
Jan 1 through Mar 31	2.5	2.78	3.12
April 1 through June 30	0	0	0

## **SECTION 19. BEREAVEMENT LEAVE**

Upon death of an immediate family member (spouse or registered domestic partner and children/stepchildren (including foster children, legal wards, or children to whom the employee stands in loco parentis, regardless of age or dependency status), parents/stepparents (including a foster parent or legal guardian of an employee or the employee's spouse or registered domestic

partner, or a person who stood in loco parentis when the employee was a minor child), siblings, grandparents, parent in-law, and grandchildren), bereavement leave with pay for a period not to exceed one full workweek (as per employees regular work schedule) shall be granted. The employee shall inform the City of the name and relationship of the person who died.

## **SECTION 20. FAMILY CARE AND PREGNANCY LEAVE**

The City will adhere to the provisions of the Family Medical Leave Act of 1993 (FMLA), the California Family Rights Act (CFRA), and the California Pregnancy Disability Leave (PDL) provided under the Fair Employment and Housing Act.

## **SECTION 21. SAFETY PROGRAM, BOOTS AND UNIFORMS**

### **21.1 Responsibilities and Issuance**

The City shall be responsible for safety conditions and shall conform to and comply with all health, safety and sanitation requirements of State and Federal Law.

The City shall furnish required safety equipment and employees must cooperate in maintaining equipment in good condition and observing all required safety precautions.

The City shall furnish at no extra expense to the Assistant Engineer one (1) pair of safety boots, one (1) set of protective rain gear, and one (1) jacket, subject to Department Head approval.

The City shall furnish to Maintenance Supervisor the following items:

- Two (2) pairs of safety work boots and two pairs of insoles costing up to a maximum of \$500 for both pairs of shoes and insoles,
- Two (2) work jackets with city patches,
- One (1) safety vest,
- One (1) pair of coveralls
- One (1) cool weather vest
- Two (2) belts,
- One (1) set of rain gear,
- Five (5) sets of uniforms for public works employees
- Five (5) pairs of reflective mesh t-shirts with City logo.

Maintenance of the uniforms shall be the responsibility of each individual employee.

## 21.2 Replacement Policy

The City shall provide replacement boots and/or uniforms should they become damaged beyond repair while employee is engaged in fulfilling their job responsibilities to the City.

Maintenance of boots and uniforms shall be the responsibility of each individual employee. Should boots and/or uniforms become damaged beyond repair due to abuse or neglect, the employee shall be held responsible for replacement of damaged boots and/or uniforms. The City will report to CalPERS the monetary value for provision of all classic employees' City-provided uniforms as described above, excluding the cost of safety boots and other safety gear, on a semi-monthly basis. The uniform amount reported to CalPERS will be derived from the City's total calendar year cost for providing the employee's uniforms, not to exceed five hundred dollars (\$500) per fiscal year, per employee. The monetary value of uniforms shall not be reported to CalPERS for employees who are "new members" as defined by Government Code Section 7522.02(f).

## **SECTION 22. EDUCATIONAL PROGRAM**

### 22.1 Purpose

To set guidelines for the administration of the City's Employee Training and Career Education Program, applicable to employees represented by the Association.

### 22.2 General Policy

An employee may, on their own initiative, spend time at an independent school or college after work hours for the purpose of furthering their education. To the extent such educational courses entered into are beneficial to City job-enhancement, and any Degree or Certificate is subject to City Manager approval, the employee may be eligible for tuition reimbursement as described below. The employee must have successfully completed their probation, to be eligible in this program.

The course or degree shall be conducted by a school accredited by the nationally recognized accrediting agencies published by the Secretary of Education (U.S. Department of Education [www.ed.gov](http://www.ed.gov)). Certificate programs are not required to be accredited by the Department of Education, but are subject to City Manager approval and are required to enhance City job related skills.

Conditional to the above, and subsequent to City Manager approval, the City will, while an employee attends classes, pay tuition, special fees, books, and supplies up to five thousand two hundred fifty (\$5,250) per calendar year, the maximum tax-free education reimbursement amount allowed by Internal Revenue Code Section 127.

The employee must receive a final letter grade of "B" or better, with grade documentation provided to the City by the employee within sixty (60) days of the semester (quarter) end, in order to receive reimbursement. Such reimbursement shall not be made until, and shall be conditioned on the employee's satisfactory completion of the coursework. The employee must submit final grades and approved paperwork by December 10<sup>th</sup> in order to receive reimbursement by December 31<sup>st</sup>.

The tuition reimbursement benefit shall terminate at such time as the employee is no longer actively performing service for the City, even if the employee has completed partial or full coursework during the period of City employment.

### **SECTION 23. BENEFITS UPON TERMINATION**

Employees who terminate employment shall be paid in a lump sum for all unused, accrued vacation leave and compensatory time off earned prior to the effective date of termination. No such payment shall be made for vacation accumulated contrary to the provisions of this Agreement.

Accrual of salary and benefits paid to an employee shall cease upon termination of employment, excepting that if an employee is placed on lay-off, they shall receive an amount equal to three (3) months of their regular salary, as Severance Pay, on the last day of actual work, and the City shall pay its contribution toward medical and dental insurance specified in Section 11.1 of this MOU for a period of three (3) months following the date of the employee's lay-off.

### **SECTION 24. PERSONNEL FILES**

#### **24.1 Access to Files**

All Personnel Files shall be kept in confidence and shall be available for inspection to other employees of the City only when actually necessary in the proper administration of the City's affairs or the supervision of the

employee, when deemed necessary by the Personnel Administrator.

#### 24.2 Maintenance of Files

The personnel file of each employee shall be maintained at the City's Personnel Division Office.

#### 24.3 Examination of Files

A current employee, former employee, or the employee's Association representative (on presentation of written authorization from the employee whose file is to be reviewed) upon request shall have the right at any reasonable time to examine and/or obtain copies of any material from the employee's Personnel file with the exception of material which includes ratings, reports or records which were obtained prior to employment of the employee involved.

In no case shall unsubstantiated derogatory material be placed in the Personnel file. An employee shall receive notice and a copy of any derogatory material placed in their file within five (5) days of receipt of such material by the appropriate Division Manager or Department Head. The employee may then review and submit comments regarding the derogatory material in their file but must do so within fifteen (15) days of receipt of their copy. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary deduction.

### **SECTION 25. DRESS CODE**

The City desires to project an image typical of similar agencies providing service to the public, and the City expects its employees to dress in a manner that reflects this image.

Accordingly, employees should wear business attire that is neat, clean, in good repair, and is appropriate to the work setting and the employee's function with the City.

Specifically prohibited are: ripped, torn or faded clothing; clothing designed specifically for sporting activities (such as sweats, shorts, swimsuits, tennis outfits, running or tennis shoes, et.); sleepwear (such as pajama bottoms); clothing more appropriate for evening or leisure wear (such as miniskirts, low-cut, tank or halter tops, backless dresses, sheer clothing, etc.); and flip-flops. Only field personnel may wear running or tennis shoes, except by approval of the Department Head, unless such employees are required to wear safety

footwear.

Any problems a Department Head or Division Manager may have with an employee's attire shall be discussed informally with the employee, it being the intent of the City that employees performing similar work should be attired in a similar fashion. Continued and repeated problems may result in discipline appropriate to the situation.

## **SECTION 26. MAINTENANCE OF WORK CONDITIONS**

Any terms and conditions of employment within the scope of representation unaltered by any other section of this Agreement shall remain unchanged until the City and Association meet and confer.

## **SECTION 27. NO DISCRIMINATION**

### **27.1 Discrimination and Harassment Prohibited**

- A. The Association and City agree that there shall be no discrimination of any kind by them against any employee on account of race, color, religion, age (to the extent prohibited by applicable state and federal law), sex or national origin.

Complaints based on this Section 26 (No Discrimination), subsection A, shall be handled through the City's harassment/discrimination/retaliation complaint procedure and shall not be subject to the City's grievance procedure.

- B. Neither the City nor the Association shall interfere with, intimidate, restrain, coerce or discriminate against employees covered by this Agreement because of the exercise of rights to engage in or not engage in Association activity.

### **27.2 ADA Requirements**

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment, and the Association expressly waives any right to meet

and confer in such situations.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Subject to the employee's written consent, the City will notify the Association of these proposed accommodations prior to implementation.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

Prior to disregarding any provision of this Agreement in order to undertake required accommodations for an individual protected by the Act, and subject to the employee's written consent, the City will provide the Association with written notice of its intent to disregard the provision, and will allow the Association the opportunity to discuss options to disregarding the Agreement.

## **SECTION 28. LABOR MANAGEMENT COMMITTEE**

Effective July 1, 2022, the City and Association agree to form a Labor Management Committee (LMC), which will meet on a regular basis not to exceed once per month. The following have been identified as topics for the LMC:

- A. Cell Phone Stipend and policy (labor/management discussion to take place in September 2022);
- B. Flexible Staffing within job families;
- C. An increase in workload resulting from vacancies in lower-level positions and part-time positions;
- D. Use of flex time v. admin time for special events;
- E. Call back flex time v. admin time
- F. Development of language to address assignment of multiple employees to avoid paying out of class compensation;
- G. Association-proposed changes to Out of Class to enable employees to immediately earn out of class pay when assigned to work out of class to temporarily fill a vacant position, and/or when asked to be the legally responsible party or signatory of official City documents (i.e., City Engineer).
- H. AIE concerns regarding 2022 Compensation Study, specifically the matches provided for the positions of Associate Planner and Associate Engineer.

**SECTION 29. PEACEFUL PERFORMANCE CLAUSE**

During the term of this Memorandum of Understanding, the City agrees that it will not lock out employees, and Association agrees that it will not engage in, encourage, or approve any strike, sympathy strike, slow-down or other work stoppage. Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Memorandum of Understanding, recognizing with the City that all matters of controversy within the scope of this Memorandum of Understanding shall be settled by established grievance procedures.

If there is a strike, slow-down or work stoppage, the employees who engage in such activity shall be subject to discipline up to and including discharge. The City may seek such remedies as are available under the Law.

It is expressly understood that the Peaceful Performance Clause shall remain in effect until the end of the contract period or until negotiations are re-opened and through the meet and confer process, until legally mandated impasse procedures are concluded.

**SECTION 30. TERM OF AGREEMENT**

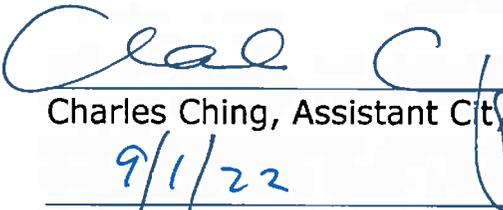
This Memorandum of Understanding shall become effective July 1, 2022 through June 30, 2027.

**SECTION 31. SIGNATURES**

The undersigned members of the City of San Pablo and the Association of Intermediate Employees, having met and conferred in good faith, have reached agreement on the items contained herein and mutually agree to recommend to the San Pablo City Council and the General Membership of the Association that the terms of this Agreement be adopted.

**ON BEHALF OF  
CITY OF SAN PABLO**

**ON BEHALF OF  
AIE**

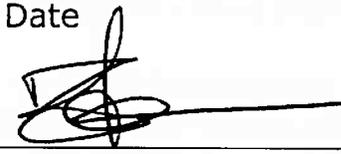
  
Charles Ching, Assistant City Manager  
9/1/22  
Date

  
Amanda Booth, AIE Representative  
8/30/22  
Date

  
Norm Veloso, Director of Finance  
9/1/22  
Date

  
Elisa Veliz, AIE Representative  
8-30-2022  
Date

  
Viviana Toledo, City Treasurer  
09/01/2022  
Date

  
Zee Deleon, AIE Representative  
8/30/22  
Date

  
Kelly Turfo, LCW  
July 20, 2022  
Date

  
May LaPlante, CEA Associate  
8/9/2022  
Date

# City of San Pablo

## ASSOCIATION OF INTERMEDIATE EMPLOYEES

Effective July 1, 2022

	Step A		Step B		Step C		Step D		Step E		Step F	
	Monthly	Hourly										
Assistant Engineer	7,729	47.56	8,115	49.94	8,521	52.44	8,947	55.06	9,395	57.81	9,630	59.26
Assistant Planner	7,533	46.36	7,910	48.67	8,305	51.11	8,720	53.66	9,156	56.35	9,385	57.76
Associate Engineer	8,502	52.32	8,928	54.94	9,374	57.69	9,843	60.57	10,335	63.60	10,593	65.19
Associate Planner	8,286	50.99	8,701	53.54	9,136	56.22	9,592	59.03	10,072	61.98	10,324	63.53
Community Services Coordinator I	5,610	34.52	5,891	36.25	6,185	38.06	6,495	39.97	6,819	41.96	6,990	43.01
Community Services Coordinator II	6,185	38.06	6,494	39.96	6,819	41.96	7,160	44.06	7,518	46.26	7,706	47.42
Community Services Supervisor	7,800	48.00	8,190	50.40	8,600	52.92	9,030	55.57	9,481	58.35	9,718	59.80
Environmental Program Analyst	7,523	46.29	7,899	48.61	8,294	51.04	8,709	53.59	9,144	56.27	9,373	57.68
I.T. Administrator *	8,107	49.89	8,512	52.38	8,938	55.00	9,384	57.75	9,854	60.64	10,100	62.15
I.T. Supervisor	9,363	57.62	9,832	60.50	10,323	63.53	10,839	66.70	11,381	70.04	11,666	71.79
I.T. Technician *	6,919	42.58	7,265	44.71	7,628	46.94	8,010	49.29	8,410	51.75	8,620	53.05
Maintenance Supervisor	8,126	50.01	8,533	52.51	8,959	55.13	9,407	57.89	9,878	60.79	10,125	62.31
Management Analyst	7,651	47.09	8,034	49.44	8,436	51.91	8,858	54.51	9,300	57.23	9,533	58.66
St. Environmental Program Analyst	9,101	56.00	9,556	58.81	10,034	61.75	10,535	64.83	11,062	68.07	11,339	69.78
St. Management Analyst	9,101	56.00	9,556	58.81	10,034	61.75	10,535	64.83	11,062	68.07	11,339	69.78

\* FLSA "non-exempt" (overtime eligible) positions