



**CITY OF SAN PABLO**  
*City of New Directions*

**SUMMARY OF COMPENSATION AND  
TERMS OF EMPLOYMENT**

**FOR THE**

**CONFIDENTIAL EMPLOYEES**

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**EFFECTIVE JULY 1, 2022 through JUNE 30, 2027**

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## **SECTION 1 – GENERAL PROVISIONS**

The provisions of this resolution describe and authorize compensation and terms of employment for unrepresented employees in the following job classifications for the period from July 1, 2022 to June 30, 2027:

Accounting Technician  
Accountant  
Deputy City Clerk  
Executive Assistant to the City Manager  
Human Resources Technician  
Paralegal

Management Analyst  
Senior Management Analyst

The provisions of the resolution shall continue and remain in full force and effect until such time as any modifications or amendments are approved by the City Council.

This resolution does not create any contractual right, or any express or implied contract of employment. The City of San Pablo retains the full discretion to modify this resolution at any time in accordance with law.

## **SECTION 2 - SALARIES**

### **2.1 General Increases**

Effective July 1, 2022, there will be a five percent (5%) cost of living increase for all classifications covered by this resolution.

Effective July 1, 2023, there will be a five percent (5%) cost of living increase for all classifications covered by this resolution.

Effective July 1, 2024, there will be a two percent (2%) cost of living increase for all classifications covered by this resolution.

Effective January 1, 2025, there will be a two percent (2%) cost of living increase for all classifications covered by this resolution.

Effective July 1, 2025, there will be a two percent (2%) cost of living increase for all classifications covered by this resolution.

Effective July 1, 2026, there will be a two percent (2%) cost of living increase for all

classifications covered by this resolution.

## **2.2 Paydays**

The City shall pay all employees on the fifth (5) and twentieth (20th) 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 3 - LONGEVITY PAY**

Qualifying full-time employees shall receive longevity incentive as follows:

- Full-time employees who complete fifteen (15) years of continuous service with the City of San Pablo shall receive three percent (3%) of base salary as a longevity incentive;
- 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; and
- Full-time employees who complete twenty-five (25) years of continuous service with the City of San Pablo shall receive additional two percent (2%) of base salary for a total of seven percent (7%) base salary as a longevity incentive.

The percentage increases shall not be cumulative.

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.

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 4 - MULTI-LINGUAL PAY**

Employees who are multi-lingual, and who are routinely and consistently assigned to use their skills and are recognized as such by their respective supervisors, shall receive an additional pay following application to and approval by 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.

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.

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.

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, investigate and/or testify in court fluently 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 5 – NOTARY PAY**

The City Manager or designee may assign an employee to be the City's Notary Public. An employee, who is assigned to be a Notary for the City, shall receive a monthly compensation of fifty dollars (\$50) for providing Notary Public services to the City of San Pablo. The employee must obtain a Commission as a Notary Public and is responsible for any license or recertification process required to maintain the Commission as a Notary Public. The City will pay for the fees associated in obtaining the Commission.

## **SECTION 6 – HOURS OF WORK**

### **6.1 Hours of Work**

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

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 week 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.

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.

10/75 Work Schedule: Employees assigned to a 10/75 Work Schedule shall work five (5), seven and one half (7.5) hour workdays in a workweek.

- B. Actual work schedule maybe 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.
- C. City Hall will be open continuously to the public from 7:30 A.M. to 6:00 P.M. including lunch hours.

- D. 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.
- E. 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.

## **6.2 Meal and Break Periods**

An unpaid, duty free sixty (60) minute lunch period shall be provided to all overtime-eligible employees who work at least an eight hour work day. A thirty (30) minute non-compensated meal period will be provided to all overtime-eligible full-time employees who work more than five hours, but less than eight hours during the work day. The lunch period shall be taken at a time designated by the employee's supervisor, generally between 12:00 noon and 1:00 p.m.

A fifteen (15) minute compensated rest period will be provided to all overtime-eligible employees for each four-hour period of service at a time mutually agreeable to the employee and to the supervisor; provided, however, that such fifteen (15) minutes includes all time away from the work station; and providing that they may not leave their general work locations (defined as City Offices for inside employees and Work Locations for outside employees). Work break periods may not be used to come to work late, leave work early, nor may they be accumulated for future time off.

## **6.3 Workweek**

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 a 9/75 work schedule, the workweek shall begin exactly 4.165 hours after the start time of the employee's 8.33-hour shift on the day of the week which corresponds to the employee's alternating regular day off.

#### **6.4 Overtime and Compensatory Time Off (CTO)**

The City may assign overtime to available, FLSA non-exempt employees. FLSA non-exempt employees shall be entitled to receive overtime pay or compensatory time off for hours worked in excess of the established workday or workweek. Leaves of absence shall not count as hours worked for the purpose of calculating overtime. Prior approval from the supervisor must be obtained before any overtime work is performed.

Employees who are eligible to receive overtime may elect to receive compensatory time off in lieu of cash overtime payments.

- A. Compensatory time off must be provided at time and one-half for each hour of overtime worked.
- B. Compensatory time off is voluntary. An employee may elect to not take compensatory time off. The employee shall be allowed to use compensatory time off upon reasonable request and if it does not unduly disrupt the operations of the department. A reasonable request is one received at least fourteen (14) calendar days in advance of the requested time off. It must be recognized that approval of time off requests will be subject to departmental staffing requirements and operational priorities.
- C. Authorization of compensatory time off requests shall not be unduly withheld and the employee shall be promptly notified of any management decision.
- D. Employees may accumulate up to two hundred and forty (240) hours of comp time. The 240-hour limitation is a maximum, all other hours must be paid in cash at the rate earned by the employee at the time the employee receives payment. Approved requests for compensatory time account payments shall be submitted with the regular payroll time sheet.
- E. Upon termination, all accumulated compensatory time off must be paid to an employee at their current rate or their average rate of pay during the last three years of employment, whichever is higher. The last three years of employment is defined as the three-year period immediately prior to termination, so that if an employee has a break in service, the period of employment after the break will be treated as a new employment.

## **SECTION 7 - OUT-OF-CLASSIFICATION PAY**

In the event an employee is assigned the majority of job duties of a higher classification for a limited duration, 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 worked for a minimum of one (1) and a maximum of thirty (30) consecutive days. Prior approval of out-of-classification work must be obtained from the Department Head or Division Manager.

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. A temporary upgrade assignment to a vacant position during the recruitment for a permanent appointment will not exceed 960 hours in a fiscal year. Such pay is not pensionable for new members under PEPRA.

## **SECTION 8 - HEALTH BENEFITS**

### **8.1 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 enrolled in CalPERS health insurance through the City shall be the minimum employer contribution as determined by CalPERS.

#### **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 and 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 separately by the City to CalPERS.

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

### **C. 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.

### **D. 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.

**E. 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.

**8.2 Employee Assistance Program**

The City agrees to provide an Employee Assistance program for employee and eligible dependent(s).

## **SECTION 9 - 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 10 – LONG TERM DISABILITY INSURANCE**

The City shall pay the premium for a long term disability insurance policy, covering two thirds of monthly salary, after a thirty (30) day qualification period, for all classifications listed herein.

## **SECTION 11 - LIFE INSURANCE**

The City shall pay premiums for a sixty thousand dollar (\$60,000) Life Insurance Policy for all classifications listed herein.

An additional Life, Dependent Life and Supplemental Life Insurance policy shall be made available to dependents of the employee, as mandated by the existing Life Insurance program, at the total expense of the employee.

## **SECTION 12 - RETIREMENT**

### **12.1 Retirement Benefit**

#### **A. 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.

## **B. 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 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.

## **C. 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.

## **12.2 Retiree Health Savings Account for Retirees:**

A. Employees, who retire under service retirement as regulated by the Public Employees’ Retirement System, will receive medical coverage as specified by this section. 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 enrolled in CalPERS health insurance through the City.

B. 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 8.1(A), the City will provide a monthly supplemental allowance to a Health Reimbursement Account (HRA) 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 HRA is based upon an employee’s number of years of service and retirement from the City, as follows:

1. Retirees Hired Before July 1, 2014 Who Are Qualified Annuitants As Defined by CalPERS:

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 level 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 level health insurance coverage, the City shall contribute a monthly supplemental allowance to the retiree's RHSA 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:

2. 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.

3. 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 RHSA in the amount of four hundred eighty dollars (\$480) minus the PEMHCA 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 (2) 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 RHSA for the retiree until any of the following conditions occur, at which point the City’s contributions shall cease:

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

- C. 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.
1. Participation is mandatory for all employees hired on or after July 1, 2014;
  2. For employees hired on or after July 1, 2014:
    - a. 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.
    - b. 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.
    - c. Upon cessation of employment with the City, the City will cease contributions to the individual's Retiree Health Savings Plan Account.
    - d. Employees will have no vested right in City contributions to the Retiree Health Savings Plan Account.

## SECTION 13 - VACATION LEAVE

### 13.1 Accrual

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

<u>Years of Service</u>	<u>Number of Vacation Hours per Pay Period (based on 24 pay periods per year)</u>	<u>Number of Vacation Hours per Year</u>
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.

- A. 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.
- B. While vacation time accrues from the first full calendar month of full-time employment for all classifications 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, that 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 Department Head may grant an exception to the minimum six months of service required for vacation eligibility.

## **13.2 Use of Vacation**

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

Vacation accruals and balances are reflected on an employee's paycheck providing an opportunity to properly schedule vacation(s) and allow further vacation accrual.

Should the City deny a requested vacation leave and such denial will result in the employee reaching the maximum two (2) years accrual, the City will cash out the denied amount of vacation.

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 who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination. No such payment shall be made for vacation accumulated contrary to the provisions contained herein.

Employees desiring vacation leave must request such leave at least one (1) calendar week in advance of the time desired, except that Department Heads may grant such leave on shorter notice at their option and 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.

## **13.3 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 14 - SICK LEAVE**

### **14.1 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 ninety (90) hours 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.

### **14.2 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 ashelter; 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.

When an employee receives compensation under the Workers' Compensation Act of California, such compensation shall be considered part of the salary to be paid to an employee under the provisions of this section. The amount paid by the City shall be the difference between the amount received from the Workers' Compensation Carrier and the employee's regular rate of pay;

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 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. If the employee is unable to return to work at the end of this period, they must 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 City service may result in discipline up to and including dismissal.

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

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.

## **SECTION 15 - HOLIDAYS**

The City shall observe the following Holidays:

- January 1 - New Year's Day
- 3rd Monday in January - Martin Luther King Birthday
- 3rd Monday in February – President's Day
- Last Monday in May - Memorial Day
- June 19 - Juneteenth
- July 4 – Independence Day
- First 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.

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:

HIRE DATE	HOURS CREDITED		
	10/75	9/75	8/75
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 16 - 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 shall be granted with pay for a period not to exceed one full workweek (as per employees regular work schedule). The employee shall inform the City of the name and relationship of the person who died.

## **SECTION 17 - FAMILY CARE LEAVE/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 18 - EDUCATIONAL INCENTIVE**

### **18.1 Purpose**

To set guidelines for the administration of the City's Employee Training and Career Education Program, applicable to classifications listed herein.

### **18.2 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.

Subject to advance City Manager approval, the City will reimburse the employee's costs for tuition, special fees, books, and supplies to a maximum limit of five thousand two hundred fifty (\$5,250) per calendar year, the maximum tax free education reimbursement amount allowed by Internal Revenue Code Section 127.

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

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 19 - BENEFITS UPON TERMINATION**

Upon termination of employment, all classifications listed herein, shall be paid for unused accrued vacation 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 employee shall cease upon termination of employment, excepting that if employee is placed on lay-off they shall receive an amount equal to three (3) months of their regular salary, as Severance Pay, and the City shall pay the City contribution toward medical and dental insurance for a period of three (3) months following the date of the employee's lay-off..

## **SECTION 20 - 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 which reflects this image.

Accordingly, employees should wear clothing which is neat, clean, in good taste, which does not focus undue/inappropriate attention upon them, and which is in accordance with the employee's function with the City.

Specifically prohibited are: ripped, torn or faded clothing; clothing designed specifically for sporting activities (such as sweats, leggings/yoga pants, 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. Running or tennis shoe may be worn by field personnel only, unless such employees are required to wear safety footwear.

Particular clothing which is necessary in order to accommodate a legitimate medical reason or physical disability should be discussed by the employee in advance when possible with the employee's department head.

Any problems a department head 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.