

# MEMORANDUM OF UNDERSTANDING

Between

CITY OF SAN PABLO

And

THE ASSOCIATION OF INTERMEDIATE EMPLOYEES

JULY 1, 2011 THROUGH JUNE 30, 2014

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 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 and have freely exchanged information, opinions and proposals and have endeavored to reach 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, 2011 and ending June 30, 2014.

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## **SECTION 1. MEMBERSHIP**

The City agrees that represented positions of the Association of Intermediate Employees shall include, and be limited to, the following, be they positions filled or unfilled:

Administrative Analyst  
Assistant Civil Engineer  
Assistant Engineer  
Assistant Planner  
Associate Civil Engineer  
Associate Planner  
Community Development Analyst  
Environmental Program Analyst  
Financial Analyst  
Information Technology Administrator  
Information Technology Technician  
Program Analyst  
Recreation Coordinator  
Recreation Supervisor  
Senior Civil Engineer  
Senior Public Works Inspector

Any classification authorized to work at a reduced schedule (at least 30 hours per week or 80% of the normal work schedule) shall receive prorated vacation, sick, and other leave. The reduced work schedule shall be authorized by the City Manager or designee. Effective July 1, 2012, employees with a reduced work schedule will be required to pay a portion of their medical and dental premiums. In-lieu or dual medical coverage and vision and other reimbursable expenses amounts will also be prorated.

## **SECTION 2. GENERAL PROVISIONS**

The provisions of the Memorandum of Understanding are effective July 1, 2011 to June 30, 2014. Neither party may re-open the agreement during the period June 1, 2011 to June 30, 2014 without concurrence from the other party. 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 3. 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 4. WORKING CONDITIONS**

- 4.1 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. 2002-009. Parties agree to meet and confer during the term of the MOU regarding the City's Personnel Rules and Regulations.
- 4.2 Paydays Employees shall be paid one-half of their monthly salary on the fifteenth of every month and the remaining one-half on the last day of every month, provided, however, that they shall be paid on the preceding Friday if the fifteenth or the last day of the month falls on a Saturday, Sunday or Holiday.

#### **SECTION 5. REPRESENTATION**

- 5.1 Designation The Association may designate a committee, of two representatives only, to meet and confer with the City's representative regarding matters within the scope of representation. A maximum of two 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. 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 7. NO DISCRIMINATION**

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, sex or national origin. 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.

- 7.1 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. The Association will be notified of these proposed accommodations prior to implementation by the City.

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, 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 8. SAFETY PROGRAM, BOOTS AND UNIFORMS**

- 8.1 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 necessary 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 affected employees, boots and uniforms specified as follows:

Assistant Engineer, Assistant Civil Engineer, Associate Civil Engineer, Sr. Civil Engineering, Sr. Public Works Inspector, and shall each receive one (1) pair of safety boots, one (1) set of protective rain gear, and one (1) jacket.

- 8.2 Replacement Policy The City shall provide replacement boots and/or uniforms should they become damaged beyond repair while employee is engaged in fulfilling his/her 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.

## **SECTION 9. HEALTH BENEFITS**

All unit employees of the Association of Intermediate Employees shall receive paid Medical and Dental premiums for the employee and eligible dependent family members with the following limitations. The City participates in the Public Employees' Medical and Hospital Care Act (PEMHCA) to provide medical insurance coverage for active employees. The maximum City contribution per month for medical insurance shall be as listed below and may be adjusted in accordance with Resolution 89-06:

Employee only	-	\$ 108.00
Employee + one	-	\$ 220.00
Full family	-	\$ 285.00

The City agrees to maintain a Flexible Benefit Plan in accordance with Section 125 of the Internal Revenue Code. The Flexible Benefit Plan allows active employees to pay for actual medical plan premiums, actual dental plan premiums, vision care expenses, physician, hospital prescription co-payments, deductibles, and dental expenses. An employee's Flexible Spending Account shall include the amounts stated in Resolution 89-06 and the monthly premiums of the plan chosen by the employee with the corresponding employee cost.

9.1 **Medical**

The City will pay the 2011 monthly Kaiser Rate toward each employee's medical plan in each year of the MOU:

<b>One Party</b>	<b>Two Party</b>	<b>Family</b>
\$568.99	\$1,137.98	\$1,479.37

Kaiser Medical Contribution

Should Kaiser rates increase beyond the amounts set forth above, each City employee choosing the Kaiser medical plan will pay the additional premium amounts each month up to the following maximum amounts: During the calendar year starting January 1, 2012, the maximum employee contribution shall be \$50 per month; during calendar year 2013, the maximum employee contribution shall be \$100 per month; during calendar year 2014, the maximum employee contribution shall be \$150 per month.

Non-Kaiser Plan Contribution

For non-Kaiser plans, beginning January 2012 and continuing through the remainder of the MOU, the City and Employee will share the cost of the medical premium. The City will pay 80% of the premium and the employee will pay 20%.

9.2 **In Lieu or Dual Medical Coverage**

In the event employee elects to waive participation in a medical plan due to coverage 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 the he or she is adequately covered by another source. If an employee loses secondary coverage due to unforeseen circumstances, he or she shall be covered by the City health plan as soon as possible, subject to P.E.R.S. regulations.

9.3 **Dental Plan**

The City will continue the existing level of dental insurance through Delta Dental Plan with a fully-paid dental coverage for the employee and eligible dependent family members. The benefit includes a 50/50 orthodontia plan for children only with \$3,000 maximum.

9.4 **Vision Care and Other Reimbursable Expenses**

The purpose of this benefit is to allow employees to request reimbursement for receipted physician, hospital, prescription co-payments, vision and dental expenses for employees and eligible dependents. The amounts listed below toward the Cafeteria Plan, during the term of the Memorandum of Agreement.

The amounts to be contributed to the Flexible Benefit Plan (see list below) are based on the assumption that the following arrangement falls within the IRS guidelines. \$37.50 is the monthly equivalent amounts of the following:

- \$225.00 for 7/1/11 through 12/31/11
- \$450.00 for 1/1/12 through 12/31/12
- \$450.00 for 1/1/13 through 12/31/13
- \$225.00 for 1/1/14 through 6/30/14

New employee shall receive prorated vision care 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 11/12	225.00	112.50	450	337.50
FY 12/13	225.00	112.50	450	337.50
FY 13/14	225.00	112.50	225	112.50

In accordance with IRS Section 125 regulations, any unused amounts under the Flexible Benefit plan shall not be reimbursed to the employee, should employee fail to submit proof of eligible reimbursable expenses during a calendar year while the Memorandum of Understanding is in effect. Any unused amounts in an employee's Flexible Benefit Account cannot be rolled over to the next calendar year.

Effective July 1, 2012, employees who work on a reduced work schedule shall be required to pay the prorated portion of the medical and dental premiums. In-lieu medical and vision care and other reimbursable expense amount will also be prorated.

9.5 **Employee Assistance Program**

The City agrees to provide an Employee Assistance Program. Such program shall be limited to a maximum of eight (8) counseling sessions per incident for employee and eligible family members. Both parties agree that the City may change to a different EAP provider who can provide a similar benefit package to employees.

**SECTION 10. HOURS OF WORK**

10.1 **Work Period**

AIE employees shall work the equivalent to an 81.25 hour-schedule per pay



period over the course of a 12-month period. Actual work schedule maybe adjusted to the benefit of public service and contingent upon City Manager approval.

A 8/75 work period is a schedule that allows an individual to work 75 hours (9.375 hours a day) in eight days and have every Friday, as a day off.

Work Hours

City Hall will be open continuously to the public from 7:30 A.M. to 6:00 P.M. including lunch hours. Total work hours per day is 9 hours and 30 minutes. The additional 7.5 minutes per day that the employee works on a 4-day weekly schedule, is equivalent to 30 minutes. Due to hours of operation and for simple administration and application of the additional 7.5 minutes that an employee works each day, the employee may use the 30 minutes (7.5 minutes per day multiplied by 4 days) to extend a lunch hour for 30 minutes one day a week. The implementation of this arrangement must be agreed by both supervisor and employee based on the business needs of the City.

Holidays

Holidays will be recorded on the timesheets as 9.375 hours (7.5 hours holiday plus 1.875 of vacation or administrative leave). If a holiday falls on a Friday off, City offices will be closed on a Thursday. If an employee is scheduled to work on a City-planned event or to attend a work-related activity or training on a scheduled Friday off as designated above, the day off may be taken on a different day other than that day, 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.

Vacation, Floating Holiday, Sick Days

Each vacation day, floating holiday, or sick day is to be recorded on the time sheets as 9.375 hours. An employee will continue to accrue vacation day at their current rate based upon their years of service to the city. An employee will continue to accrue sick days at 7.5 hours per month. One floating holiday will continue to accrue at 8.33 hours per year.

- 10.2 F.L.S.A. The Association and City agree that all positions covered by this Agreement have been deemed exempt from overtime per F.L.S.A. Regulations.
- 10.3 Administrative Leave Association members 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 which may be worked.

Association members who work full time shall be entitled to forty-five (45) hours of Administrative Leave per fiscal year, to be credited on July 1 of each year. New employees shall receive credit for Administrative Leave based on hire date as follows:

<u>Hire date</u>	<u>Hours credited</u>
July 1 through Sept 30	45

Oct 1 through Dec 31	30
Jan 1 through Mar 31	15
April 1 through June 30	0
Any unused balance of Administrative Leave available as of 12:00 midnight, June 30, shall be forfeited.	

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.

**SECTION 11. DISTRIBUTION OF MEMORANDUM**

The City agrees to duplicate and distribute this Memorandum of Understanding to Association of Intermediate Employees members covered by this Agreement.

**SECTION 12. 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 13. BENEFITS UPON TERMINATION**

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 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, he/she shall receive an amount equal to three (3) months of his/her regular salary, as Severance Pay, on the last day of actual work and three (3) months City-paid Medical and Dental coverage.

**SECTION 14. VACATION LEAVE**

14.1 Accrual

Vacation leave shall be accrued as follows:

- (a) Employees will be permitted to carry over up to a maximum of 2 years vacation days. Thereafter, employees who reach the maximum 2 years vacation accrual and maintain said 2-year accrual shall no longer accrue vacation until accrual is below the maximum balance of 2 years. 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 2 years accrual, the City will cash out the denied amount of vacation.

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

**Years of Service Number of Vacation Hours per Year**

1	.....	75.00
2	.....	75.00
3	.....	75.00
4	.....	112.50
5	.....	112.50
6	.....	112.50
7	.....	112.50
8	.....	112.50
9	.....	112.50
10	.....	112.50
11	.....	150.00
12	.....	150.00
13	.....	150.00
14	.....	150.00
15	.....	150.00
16	.....	157.50
17	.....	165.00
18	.....	172.50
19	.....	180.00
20	.....	187.50
21	.....	195.00
22	.....	202.50
23	.....	210.00
24	.....	217.50
25	.....	225.00

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.

(b) 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 for annual vacation leave; provided, however, if a regular employee terminates his/her employment with the City before completion of six (6) months of service, the employee or his/her estate will receive pay for earned vacation leave.

- 14.2 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 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

may grant such leave on shorter notice at their discretion - recognizing that emergencies may arise and employee has requested vacation.

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

## **SECTION 15. SICK LEAVE**

15.1 Accrual Sick Leave with pay shall be accrued at the rate of 7.5 hours per calendar month of service. Sick Leave shall not be regarded as a privilege which an employee may use at his/her discretion but shall be allowed only in the case of necessity and actual sickness or disability; however, an employee may use up to three (3) Sick Leave days per fiscal year for mental health reasons. Unused Sick Leave shall be accumulated at the rate of twelve (12) days per year, without limit.

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.

### 15.2 Usage

Each full-time employee paid on a monthly basis shall be allowed sick leave pay on the following basis:

- (a) If an employee is required to be absent from duty when he/she is unable to work due to illness or injury, sick leave payments for such absences shall commence on the first day of absence; provided, however, that employee has earned sick leave.
- (b) Any employee who is receiving payments under the Workers' Compensation Act of California shall receive the difference between the disability payments under the Workers' Compensation Act and full salary during the first ninety (90) days or any portion thereof, and such payment shall not be deducted from accrued sick leave.
- (c) The right to benefits under the sick leave plan shall continue only during the period that the employee is employed by the City. 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.
- (d) Any employee absent, or expecting to be absent, because of sickness or other physical disability, personal or family, shall notify his/her supervisor prior to the beginning of the work day or as soon thereafter as possible, but in any event, during the first day of such absence.
- (e) In cases of absences of more than five (5) days due to non-contagious/non-infectious illness or injury, employee shall provide the City

with a Fitness for Duty statement from his/her attending physician prior to returning to work.

- (f) In cases of excessive absence or when abuse of sick leave is evident, following previous counsel with the employee, the City may request, in writing, that the employee furnish a physician's statement to verify any future absence. In the case of absence due to a contagious disease, the employee will be required to present a medical release before he/she may return to work. In such cases, notification of this requirement shall be given in writing whenever possible.
- (g) At the written request of the appointing authority, an employee may be required to submit to an examination by the City's medical examiner and, if the results of the examination indicate that the employee is unable to perform his/her duties, or that employee is still sick, ill, injured, or in the course of said duties exposes others to infection, the employee shall be placed on sick leave without privilege of reinstatement until adequate medical evidence is submitted that the employee is competent to perform the duties, is no longer sick, ill, injured, or will not expose others to infection.

Any employee so examined shall have the right to submit the reports of a competent medical authority of his/her selection and at his/her expense, in addition to the report submitted by the City's medical examiner. In the event of a conflict of opinion and/or recommendations of the two (2) examiners, a third examiner shall be selected by the first two examiners and a final decision shall be made by the Appointing Authority based on the three (3) reports.

- (h) Upon depletion of accumulated sick leave an employee will be deemed to be on medical leave of absence without any pay, for a period not to exceed sixty (60) calendar days. If the employee is unable to return to work at the end of this period, he/she must request further medical leave, which will be subject to the approval of the City Manager. If further leave is granted, the employee must notify the City of his/her intent to return to work every thirty (30) days. If further leave is not requested, or granted after a request, the employee's service with the City shall be considered to be terminated.
- (i) No sick leave shall be allowed for time off for an injury incurred while working for another employer.
- (j) Time off for illness shall be charged to sick leave and not to vacation, or administrative leave, unless and until all available sick leave has been exhausted.

#### **SECTION 16. BEREAVEMENT LEAVE**

Upon death of an immediate family member (spouse or registered domestic partner and children/stepchildren including parents, brothers, sisters,

grandparents, mother/father in-law, brother/sister in-law, and grandchildren); bereavement leave with pay for a period not to exceed four (4) working days or five (5), if travel in excess of four hundred (400) miles is required, shall be granted. The employee shall inform the City of the name and relationship of the person who died.

### **SECTION 17. FAMILY CARE AND PREGNANCY LEAVE**

The City will adhere to the provisions of the Family Leave Act of 1993; the California Family Rights Act (CFRA); and the California Pregnancy Disability Leave.

### **SECTION 18. CAFETERIA PLAN**

The City provides a Cafeteria Plan to all Association members. This procedure will allow employees to voluntarily reduce their taxable income in favor of deposits to the plan. Expenses related to eligible dependent care (disabled elderly family members, child care, etc.) would then be available to the employee, upon submittal of a request to the plan administrator, as a tax-free reimbursement.

### **SECTION 19. HOLIDAYS**

19.1 Holidays Observed The following guaranteed Holidays shall be observed by the City:

- 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 - Known as Memorial Day
- July 4 - Independence Day
- 1st Monday in September - Known as Labor Day
- Second Monday in October - Known as Columbus Day
- November 11 - Known as Veterans' Day
- 4th Thursday in November - Known as Thanksgiving Day
- Day after Thanksgiving Day
- December 24 - Day before Christmas Day
- December 25 - Christmas Day
- December 31 - New Year's Eve Day

Should an observed holiday falls on a Friday, City offices will be closed on a Thursday.

City offices are closed for business during the Christmas week. Employees will be required to use their vacation or administrative leave balances at that time.

19.2 Floating Holiday One Floating Holiday of 8.33 hours 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>
July 1 through Sept 30	8.33
Oct 1 through Dec 31	5.55
Jan 1 through Mar 31	2.78
April 1 through June 30	0

Employees who are authorized to work on a reduced work schedule receive 6.664 hours of floating holiday, credited to accumulated vacation time, on July 1<sup>st</sup>.

## **SECTION 20. PERSONNEL FILES**

20.1 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 Human Resources Manager or Personnel Administrator. The employee shall have the right to inspect materials upon request. Employee shall receive notice and a copy of any derogatory material placed in his/her file within five (5) days of receipt of such material by the Human Resources Manager or appropriate Division Manager or Department Head. The employee may then review and submit comments regarding the derogatory material in his/her file but must do so within fifteen (15) days of receipt of his/her copy. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary deduction.

20.2 Examination of Files An employee or his/her Association representative (who has obtained written permission from the employee whose file is to be reviewed) 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.

## **SECTION 21. EDUCATIONAL PROGRAM**

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

21.2 General Policy The City encourages employees to further their education, in order to improve their performance. Educational courses entered into must be beneficial to City job-enhancement and any Degree or Certificate must be approved by the City Manager. 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)).

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

Benefit shall terminate at such time as employee is no longer actively performing service for the City of San Pablo.

## **SECTION 22. RETIREMENT**

22.1 Retirement: The City shall provide the full formula of 2.5% at 55 Retirement Plan and shall continue providing the Third Level of 1959 Survivor's Benefit, a benefit for survivors of the employee who is actively employed at the time of death. The employee is required to pay 3.3% of P.E.R.S. cost (GC Section 20516-Employees Sharing Cost of Additional Benefits). In addition to the 3.3% required contribution, employees will be required to make additional contributions as follows:

7/1/2011	-	2.33%
7/1/2012	-	2.33%
7/1/2013	-	2.34%

Employees hired after July 1, 2011 will be required to pay the total 10.3% employee rate contribution.

22.2 Monthly Supplemental Allowance for Retirees The City agrees to provide a monthly supplemental allowance to employees who retire under service retirement as regulated by the Public Employees' Retirement System, as follows:

During the term of the MOU, both parties agree to meet and confer on Section 22.2 in order to determine other options addressing the provisions of the Monthly Supplemental Allowance for Retirees. The City and AIE will explore a Retiree Health Savings (RHS) plan compliant with IRS rules and regulations.

- (a) \$135.00 for employees who have served the City for at least 15 consecutive years immediately prior to retirement.
- (b) \$260.00 for employees who have served the City for at least 25 consecutive years immediately prior to retirement, and are married. In the event that the retired employee is no longer married to the individual that he or she is married to at the time of retirement application, the allowance shall be reduced to \$135.00. It shall be the responsibility of the retiree to notify the City for any marital 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 \$135.00 issued to the retiree, due to failure on the part of the retiree to notify the City regarding the change in marital 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.

- (c) Employees who have served the City for at least 25 consecutive years and who are not married at the time of retirement, shall receive the \$135.00 monthly allowance.
- (d) The City shall pay the Monthly Supplemental Allowance to the retiree until any of the following conditions occur;
  - 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, 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 on a form provided by the City once each year, that confirms the retiree's eligibility for medical or health insurance coverage or in-lieu payments from another source during that same time period.

The annual eligibility form shall be filed by November 30<sup>th</sup> of each year. 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.

- (e) The Monthly Supplemental Allowance is subject to applicable Federal and State Income Tax regulations.

**SECTION 23. LIFE INSURANCE**

The City shall pay premiums on a sixty thousand dollar (\$60,000) Life Insurance Policy for all Association employees. 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 24. SALARIES**

- 24.1 General Increases-Association members will receive salary increases as follows:
  - 2% - July 1, 2011
  - 2% - July 1, 2012

2% - July 1, 2013

24.2 Salary Step Increases - Supervisors shall complete evaluations within 90 days of the employee's review date. Evaluations completed within the ninety-day period must rate the performance of the employee and state that the employee's performance has or has not merited 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.

24.3 Longevity Pay - Association members shall receive longevity incentive:

3% - 15 years of service

5% - 20 years of service

7% - 25 years of service

The percentage increases shall not be cumulative.

Employees who are authorized to work on a reduced work schedule will receive a prorated amount of longevity pay.

## **SECTION 25. 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.

Primary level - \$100 per month, for the ability to speak fluently and frequently during the course of work.

Secondary level - \$200 per month, 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.

Expert level - \$300 per month, or the ability to speak, read, write, edit, proof read frequently, investigate and/or testify in court the secondary language required.

Employee receives pay for only one appropriate competency level.

Employees wishing to be certified at one of these competency levels would be required to demonstrate their abilities for a selection board consisting of 1) a supervisor; and 2) a city employee that is fluent in the language. The City Manager shall have the final determination, including consideration as to the frequency of use and the applicability to the community that we serve, as to who is certified and at what level.

Frequency shall be defined as using a language daily other than English in the performance of the employees' assigned duties. 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 26. OUT OF CLASSIFICATION PAY**

Prior Approval must be obtained from the Department Head in the event an employee is assigned the duties of a higher classification. The employee shall be paid a flat rate of 5% above their current salary step which shall become effective on the 1<sup>st</sup> day of assigned duties in the higher classification, if worked 4 consecutive days.

#### **SECTION 27. 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, slow-down or other work stoppage growing out of any dispute relating to the terms of this Memorandum of Understanding. Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Memorandum of Understanding, recognizing with 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 28. TERM OF AGREEMENT**

This Memorandum of Understanding shall become effective July 1, 2011 through June 30, 2014.

#### **SECTION 29. PROBATIONARY PERIODS**

Any person appointed and promoted to a full-time position in the competitive service shall be subject to a probationary period, beginning from the date of appointment. The probationary period shall be twelve (12) months for employees represented by the Association of Intermediate Employees. Except the length of probationary periods as stipulated herein, all other provisions related to probationary periods outlined in the Personnel Rules shall govern probationary period appointments.

#### **SECTION 30. 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, shorts, swimsuits, tennis outfits, running or tennis shoes, et.); sleepwear (such as pajama bottoms); clothing more appropriate for evening or leisure wear (such as excessively short 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.

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.

**ASSOCIATION OF INTERMEDIATE EMPLOYEES:**

**CITY OF SAN PABLO:**

/s/ Leck Soungpanya  
Leck Soungpanya, Representative

/s/ Kelsey D. Worthy  
Kelsey D. Worthy, Asst. City Manager

/s/ Michelle Alvarez  
Michelle Alvarez, Representative

/s/ Arlene J. Lozada  
Arlene J. Lozada, HR Manager

/s/ Madelaine Sambajon  
Madelaine Sambajon, Representative

/s/ Bradley Ward  
Bradley Ward, Finance Director

Date: 07/05/11

Date: 07/05/11