



SUMMARY OF COMPENSATION AND  
TERMS OF EMPLOYMENT

FOR

THE DIVISION MANAGERS

JULY 1, 2017 THROUGH JUNE 30, 2021



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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, 2017 to June 30, 2021:

Assistant to the City Manager  
Information Technology Manager  
Senior Civil Engineer

The provisions of this 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

Division Managers will receive salary increases as follows:

Effective July 1, 2017, there will be a three percent (3%) Cost of Living Adjustment for all classifications covered by this resolution.

Effective July 1, 2018, there will be a three percent (3%) Cost of Living Adjustment for all classifications covered by this resolution.

Effective July 1, 2019, there will be a three percent (3%) Cost of Living Adjustment for all classifications covered by this resolution.

Effective July 1, 2020, there will be a three percent (3%) Cost of Living Adjustment for all classifications covered by this resolution.

### 2.2 Equity Adjustments

Effective July 1, 2017, salary schedules for job classifications that are more than five percent (5%) below the median of comparable cities, according to the City's 2017 total compensation survey prepared by Bryce & Associates, dated March 2017, shall be increased to five percent (5%) below the median. Any cost of living adjustment will be applied after the equity adjustment has been applied.

In accordance with the above, the following job classifications shall receive an equity adjustment in the following amounts:

Information Technology Manager (9.31% equity adjustment)  
Senior Civil Engineer (3.79% equity adjustment)

### 2.3 Paydays

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

## SECTION 3. LONGEVITY

Division Managers 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 an additional 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.
- 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 (1) full time year of service (regularly scheduled one thousand nine hundred fifty (1,950) hours of work, which may include additional hours in accordance with Fair Labor Standards Act (FLSA) exempt status, and 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

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

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

### 5.1 Hours of Work

- A. Full-time employees may be assigned to one of the following, normal work schedules. To be consistent with City Hall office hours, the following is a guideline for their normal, full time, 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.

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 may be adjusted to the benefit of public service and contingent upon City Manager approval. While an employee may request a particular work schedule, final assignment is subject to the needs of the City and requires supervisor approval. The business needs of the City may require FLSA exempt employees to work additional hours, beyond those listed above, without additional overtime compensation.
- C. 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. Fridays off cannot be accumulated to have several consecutive days off at one time.

### 5.2 FLSA Status

The positions covered by this Terms of Employment have been deemed exempt from FLSA Regulations.

### 5.3 Administrative Leave

Division Managers are considered mid-management, and thus exempt, and not eligible to accrue compensatory time or earn overtime compensation. Administrative Leave is granted in recognition of any additional hours that may be worked.

Division Managers regularly assigned to work a thirty seven and one-half (37 1/2) hour work week shall be entitled to eighty three and three-tenths (83.30) 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	83.30
Oct 1 through Dec 31	62.47
Jan 1 through Mar 31	41.66
April 1 through June 30	20.83

Any unused balance of Administrative Leave available as of 12:00 midnight, June 30th, shall be forfeited. Accrued, unused Administrative Leave shall have no cash value and shall not be subject to cash out during or upon separation from employment.

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

### SECTION 6. OUT OF CLASSIFICATION PAY

In the event an employee is assigned the majority of job duties of a higher classification, the employee shall be paid a flat rate of five percent (5%) above their current salary step, which shall become effective on the first day of assigned duties in the higher classification, if 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.

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

## SECTION 7. HEALTH BENEFITS

### 7.1 Medical Insurance, Dental Insurance, and Vision Care Contributions

Division Managers shall receive medical and dental benefits for themselves and dependent family members, as follows:

#### 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.

Between July 1, 2017 and December 31, 2017, 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:

- the premium for the employee's selected, City-provided group health insurance plan at the selected level of coverage;
- minus the City's minimum, monthly employer contribution required for participation in PEMCHA paid separately by the City to CalPERS (see Section 7.1(a) above);
- minus one hundred and fifty dollars (\$150) to be paid by the employee if enrolled in a Kaiser plan, or minus twenty percent (20%) of the group health insurance premium to be paid by the employee if enrolled in a non-Kaiser plan.

Between January 1, 2018 and June 30, 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;
- minus the City's minimum, monthly employer contribution required for participation in PEMHCA.

The employee health insurance premium cost-share for employees enrolled in Kaiser coverage shall not exceed one hundred and fifty dollars (\$150).

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;
- minus 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 he or she is adequately covered at the applicable level of coverage by another source of group health insurance. If an employee loses primary coverage, he or she 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 for children only with three thousand dollars (\$3,000) maximum) for the employee and eligible dependent family members.

**7.2 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 7/1/17 through 12/31/17
- \$450.00 for 1/1/18 through 12/31/18
- \$450.00 for 1/1/19 through 12/31/19
- \$450.00 for 1/1/20 through 12/31/20
- \$225.00 for 1/1/21 through 06/30/21

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 17/18	225.00	112.50	450	337.50
FY 18/19	225.00	112.50	450	337.50
FY 19/20	225.00	112.50	450	337.50
FY 20/21	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.

### 7.3 Employee Assistance Program

The City will provide an Employee Assistance Program to the employees and their eligible dependent(s).

## SECTION 8. 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 9. LONG TERM DISABILITY INSURANCE

The City shall pay the premium for a long term disability insurance policy, covering two thirds (2/3) of monthly salary up to a maximum amount specified by the plan, after a thirty (30) day qualification period, for all classifications listed herein.

## SECTION 10. 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 11. RETIREMENT

### 11.1 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: 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 Tier One and Tier Two employees, a benefit for survivors of the employee who is actively employed at the time of death.

11.2 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 7.1(A), the City will provide a monthly supplemental allowance to a Retiree Health Savings Account (RHSA) to qualifying employees hired before July 1, 2014 and who retire under service retirement from the City as regulated by the Public Employees Retirement System. The City’s contribution of a monthly allowance to the 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. For 2017, this amount equals ninety-two dollars (\$92) per month.

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. For 2017, this amount equals one hundred fifty-seven dollars (\$157) per month.

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) above) to the RHPA 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.

**SECTION 12. VACATION LEAVE**

**12.1 Accrual**

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

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

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

- 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, employees shall be required to have served the equivalent of six (6) months of continuous service in the City in order to be eligible to use annual vacation leave; provided, however, that if a regular employee separates from 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. The Department Head may grant an exception to the minimum six months of service required for vacation eligibility.

## 12.2 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.

## 12.3 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 13. SICK LEAVE

### 13.1 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 his/her 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.

### 13.2 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 his or her child; or b) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety; and
- D. Absence due to pregnancy disability, childbirth, or a medical condition related to pregnancy.

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

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

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

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

Employees who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter. In the event an employee is on sick leave for three 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 him or her 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, he/she 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 his/her 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 administrative leave, unless, and until all available sick leave has been exhausted.

## SECTION 14. HOLIDAYS

### 14.1 Holidays Observed

The City shall observe the following Holidays:

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

The value of each holiday shall be seven and one half (7.5) hours for employees assigned to a 10/75 work schedule, eight and one third (8.33) hours for employees assigned to a 9/75 work schedule, and 9.375 for employees assigned to an 8/75 work schedule.

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

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

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

### 14.2 Floating Holiday

In honor of Cesar Chavez, one Floating Holiday of seven and one half (7.5) hours for employees assigned to a 10/75 work schedule, eight and one third (8.33) hours

for employees assigned to a 9/75 work schedule, and 9.375 for employees assigned to an 8/75 work schedule shall be credited to accumulated vacation time, on July 1<sup>st</sup>.

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

<u>Hire date</u>	<u>Hours credited</u>		
	<u>10/75</u>	<u>9/75</u>	<u>8/75</u>
July 1 through Sept 30	7.5	8.33	9.375
Oct 1 through Dec 31	4.95	5.55	6.24
Jan 1 through Mar 31	2.5	2.78	3.12
April 1 through June 30	0	0	0

**SECTION 15. 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), brothers, sisters, grandparents, mother/father 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 16. FAMILY CARE AND PREGNANCY LEAVE**

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

**SECTION 17. SAFETY EQUIPMENT**

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

The City shall furnish at no extra expense to the the Assistant City Engineer, and the Administrative Officer one (1) pair of safety boots, subject to Department Head approval.

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

Maintenance of boots shall be the responsibility of each individual employee. Should boots become damaged beyond repair due to abuse or neglect, the employee shall be held responsible for replacement of damaged boots.

## SECTION 18. EDUCATIONAL PROGRAM

### 18.1 Purpose

To set guidelines for the administration of the City's Employee Training and Career Education Program.

### 18.2 General Policy

An employee may, on his or her own initiative, spend time at an independent school or college after work hours for the purpose of furthering his or her 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 up 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

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

Accrual of salary and benefits paid to an employee shall cease upon termination of employment, except as follows: If employee is terminated by City for reasons other than

disciplinary, he/she shall receive an amount equal to three (3) months of his/her regular salary as Severance Pay, and the City shall pay its contribution toward medical and dental insurance specified in Section 10.1 of this MOU for a period of three (3) months following the date of the employee's lay-off.

## 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 Personnel Administrator.

### 20.2 Maintenance of Files

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

### 20.3 Examination of Files

Current and former employees shall have the right at any reasonable time to examine and/or obtain copies of any material from the employee's Personnel file with the exception of material which includes ratings, reports or records which were obtained prior to employment of the employee involved.

In no case shall unsubstantiated derogatory material be placed in the Personnel file. An employee shall receive notice and a copy of any derogatory material placed in his/her file within five (5) days of receipt of such material by the appropriate 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.

## SECTION 21. 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.