



**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, 2014 through JUNE 30, 2017**

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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, 2014 to June 30, 2017:

Accountant  
Executive Assistant  
Deputy City Clerk  
Fiscal Clerk II  
Secretary to the City Attorney

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.

## **SECTION 2 – SALARIES**

### **2.1 General Increases**

Effective July 1, 2014, there will be a two percent (2%) cost of living increase for all classifications listed in this resolution.

Effective July 1, 2015, there will be a two percent (2%) cost of living increase for all classifications listed in this resolution.

Effective July 1, 2016, there will be a two percent (2%) cost of living increase for all classifications listed in 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**

All full-time employees shall receive longevity incentive:

- Three percent (3%) upon completion of fifteen (15) years of service
- An additional two percent (2%) for a total of five percent 5% upon completion of twenty (20) years of service
- An additional two percent (2%) for a total of seven percent (7%) upon completion of twenty-five (25) years of service

The percentage increases shall not be cumulative.

## **SECTION 4 - MULTILINGUAL PAY**

Employees who are multilingual 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. Multilingual skills must be used to assist members of the public.

Primary level (Conversational) – \$100 per month, for the ability to speak the secondary language 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, for the ability to speak, read, write, edit, proof read frequently, investigate and/or testify in court fluently 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 to a third party linguistic evaluation provider selected by the City. 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 5 – NOTARY PAY**

The City Manager or his/her 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 \$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**

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

schedules:

8/75 Work Schedule: 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: Nine (9), eight and one third (8.33) hour workdays in a two week period. For employees assigned to the 9/75 work schedule, each employee's designated FLSA workweek (168 hours in length) shall begin exactly 4.165 hours after the start time of his/her shift on the day of the week that corresponds with the employee's alternating regular day off.

10/75 Work Schedule: Five (5), seven and one half (7.5) hour workdays in a two week period.

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.

City Hall will be open continuously to the public from 7:30 A.M. to 6:00 P.M. including lunch hours.

## **6.2 Meal and Break Periods**

All other employees shall receive an unpaid, duty free sixty (60) minute lunch period. Lunch period is generally between 12:00 noon and 1:00 p.m. All employees shall receive a fifteen (15) minute work break each morning and each afternoon 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 into the employee's 8.33-hour shift on the day of the week which corresponds to the employee's alternating regular day.

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

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 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 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 his/her current rate or his/her rate for the past three years, 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, 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 four (4) consecutive days. Prior approval of out-of-classification work must be obtained from the Department Head.

## **SECTION 8 - HEALTH BENEFITS**

### **8.1 Medical, Dental Insurance, and Flexible Spending Account Contributions**

### **8.1.1 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 active employees and qualifying annuitants shall be the minimum employer contribution as determined by CalPERS. For 2014, the minimum, monthly employer contribution is \$119.

### **8.1.2 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, actual dental plan premiums, vision care contributions on a pre-tax basis.

The City will contribute, on behalf of each eligible employee enrolled in City-provided health insurance, 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;
- 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.

On behalf of each eligible .80 FTE employee enrolled in City-provided Kaiser health insurance, the City will contribute up to:

- eighty percent (80%) of 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;
- minus one hundred and fifty dollars (\$150) to be paid by the employee; however, .80 FTE employees' contribution to Kaiser health insurance shall be capped as follows:

Employee only: \$200  
Employee plus one: \$250  
Employee plus family: \$300

The City may adjust the above amounts in an employee's favor to comply with the

requirements of the Affordable Care Act.

On behalf of each eligible .80 FTE employee enrolled in City-provided non-Kaiser health insurance, the City will contribute up to:

- eighty percent (80%) of 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;
- minus an additional twenty percent (20%) of the group health insurance premium to be paid by the employee, with no cap on the employee's contribution.

### **8.1.3 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, which shall be prorated for employees scheduled to work 80% FTE:

\$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 secondary coverage, he or she shall be covered by the City health plan as soon as possible, in accordance with CalPERS regulations and this MOU.

### **8.1.4 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 \$3,000 maximum) for the employee and eligible dependent family members. The City's contribution shall be prorated for employees scheduled to work 80% FTE.

### **8.1.5 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 7/1/14 through 12/31/14 (**\$180.00 for .80 FTE**)
- \$450.00 for 1/1/15 through 12/31/15 (**\$360.00 for .80 FTE**)
- \$450.00 for 1/1/16 through 12/31/16 (**\$360.00 for .80 FTE**)
- \$225.00 for 1/1/17 through 06/30/17 (**\$180.00 for .80 FTE**)

New employees shall receive a prorated vision care contribution based on hire date or promotion date as follows (the numbers shown in bold apply to .80 FTE's):

| Hire Date | 7/1-9/30                | 10/1-12/31             | 1/1-3/31             | 4/1-6/30                |
|-----------|-------------------------|------------------------|----------------------|-------------------------|
| FY 14/15  | 225.00/ <b>\$180.00</b> | 112.50/ <b>\$90.00</b> | 450/ <b>\$360.00</b> | 337.50/ <b>\$270.00</b> |
| FY 15/16  | 225.00/ <b>\$180.00</b> | 112.50/ <b>\$90.00</b> | 450/ <b>\$360.00</b> | 337.50/ <b>\$270.00</b> |
| FY 16/17  | 225.00/ <b>\$180.00</b> | 112.50/ <b>\$90.00</b> | 225/ <b>\$180.00</b> | 112.50/ <b>\$90.00</b>  |

Effective July 1, 2012, employees who work on a reduced work schedule shall be required to pay the prorated portion of the medical premium. 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 classification 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 on 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**

#### **12.1.1 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.

#### **12.1.2 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.

#### **12.1.3 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 Health Reimbursement Account for Retirees:**

In addition to payment of the minimum monthly employer contribution as determined by CalPERS, established at \$119 per month as of 2014, to qualified annuitants as set forth in Section 8.1.1, 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:

### **a) Retirees Who Are Qualified Annuitants As Defined by CalPERS:**

On behalf of a retiree who constitutes a qualified annuitant as defined by CalPERS, retires directly (within one hundred twenty (120) days) following separation from City service, and who is enrolled in City-provided, two-party health insurance coverage, the City shall contribute a monthly supplemental allowance to the retiree's Health Reimbursement Account in the amount of two hundred and twenty dollars (\$220) minus the minimum employer contribution required by PEMHCA. For 2014, this amount equals one-hundred one dollars (\$101) per month.

On behalf of a retiree who constitutes a qualified annuitant as defined by CalPERS, retires directly (within one hundred twenty (120) days) following separation from City service, and who is enrolled in City-provided, family health insurance coverage, the City shall contribute a monthly supplemental allowance to the retiree's Health Reimbursement Account in the amount of two hundred and eighty-five dollars (\$285) minus the minimum employer contribution required by PEMHCA. For 2014, this amount equals one hundred sixty-six dollars (\$166) per month.

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

### **b) Retirees With Fifteen (15) or More Years of City Service Immediately Prior to Retirement:**

On behalf of a qualifying retiree 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 HRA 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, receives health insurance coverage from another source, or dies, whichever comes first.

### **c) Retirees With Twenty-Five (25) or More Years of City Service Immediately Prior to Retirement:**

On behalf of a qualifying retiree 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 HRA 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, receives health insurance coverage from another source, or dies, whichever comes first. This payment is in lieu of the \$135 payment described in subsection (b) above.

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 \$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 \$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 (b) and (c)) to the HRA for 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 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.

## **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><b>Years of Service</b></u> | <u><b>Number of Vacation Hours per Pay Period (based on 24 pay periods per year)</b></u> | <u><b>Number of Vacation Hours per Year</b></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 two (2) years of vacation hours. 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 for annual vacation leave; provided, however, that if a regular employee separates from employment with the City before completion of six 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.

## **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. Employees will be permitted to carry over up to a maximum of two (2) years vacation days. Thereafter, employees who reach the maximum two (2) years vacation accrual and maintain said two (2)-year accrual shall no longer accrue vacation until accrual is below the maximum balance of two (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 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 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 14 - SICK LEAVE**

### **14.1 Accrual**

For all classifications, 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 in the case of necessity and actual sickness or disability. Unused Sick Leave shall be accumulated at the rate of 90 hours per year, without limit.

An employee whose classification is listed herein, may use up to 22.50 hours of sick leave per fiscal year for personal reasons.

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 and 80% FTE 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) Absence due to pregnancy disability, childbirth, or a medical condition related to pregnancy; or
- (c) Absence from duty due to employee illness or other physical disability;
- (d) Absence to care for a parent, spouse, child, or registered domestic partner with a serious health condition and would be permitted as sick leave under the City's sick leave policy;
- (e) Up to six (6) days of accrued Sick Leave in a calendar year may be used to attend to the illness of the employee's immediate family, when the employee will personally assist and be a comfort to said family member. Immediate family shall be limited to the employee's spouse, registered domestic partner, child, stepchild, father, mother, sister, brother, father-in-law, mother-in-law, grandparent, and grandchild, except as provided by the Family Care Leave/Pregnancy Leave Policy.

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. 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;

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;

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. In cases of absence due to contagious disease, the employee will be required to submit a written medical release before he/she may return to work. In cases of other absences, the employee may be required to provide City with a Fitness for Duty statement from his/her attending physician, or a physician appointed by the City, prior to returning 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, every thirty (30) days. If further leave is not requested, or granted after a request, the employee shall be subject to discipline up to and including dismissal.

No Sick Leave shall be allowed for time off for an injury incurred while working for another employer.

Time off for illness shall be charged to sick leave and not to vacation and 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
- 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.

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

The City reserves the right to close City department offices approximately between the Christmas and New Year holidays. 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 closure schedule (which includes holidays/recognized holidays) shall be as follows:

2014-15: December 24, 2014 – January 2, 2015. Offices reopen January 5, 2015

2015-16: December 23, 2015 – January 1, 2016. Offices reopen January 4, 2016

2016-17: December 22, 2016 – January 2, 2017. Offices reopen January 3, 2017

Floating Holiday 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 a 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 (the numbers shown in bold apply to .80 FTE's):

| HIRE DATE               | HOURS CREDITED    |                    |                    |
|-------------------------|-------------------|--------------------|--------------------|
|                         | 10/75             | 9/75               | 8/75               |
| July 1 through Sept 30  | 7.5/ <b>6</b>     | 8.33/ <b>6.664</b> | 9.375/ <b>7.5</b>  |
| Oct 1 through Dec 31    | 4.95/ <b>3.96</b> | 5.55/ <b>4.44</b>  | 6.24/ <b>4.992</b> |
| Jan 1 through Mar 31    | 2.5/ <b>2</b>     | 2.78/ <b>2.224</b> | 3.12/ <b>2.496</b> |
| 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 parents, brothers, sisters, grandparents, mother/father-in-law, brother/sister 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).

## **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 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)).

Subject to the above, the City will, while an employee attends school, 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 IRS 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 of San Pablo, 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.

Accrual of salary and benefits paid to employee shall cease upon termination of employment, excepting that if 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, and three (3) months City-paid Medical and Dental coverage.

## **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.

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.