



**CITY**OF **SAN PABLO**

*City of New Directions*

**SUMMARY OF COMPENSATION AND  
TERMS OF EMPLOYMENT**

**FOR**

**EXECUTIVE MANAGEMENT EMPLOYEES**

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**EFFECTIVE JULY 1, 2014 through JUNE 30, 2017**

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**EXECUTIVE MANAGEMENT BENEFITS  
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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:

### **Non-Sworn**

Assistant City Manager/Personnel Administrator

City Engineer

### **Sworn**

Chief of Police

In accordance with Personnel Rules Section 2.01.1(f), the above listed positions are exempt from the competitive service and are employed in an At-Will capacity. Personnel Rules Section 4.06 stipulates, "At-Will positions and employment are those which may be terminated with or without notice at any time by the City Manager or his/her designee."

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.

## **SECTION 2. SALARIES**

### **2.1 General Increases**

Executive Managers will receive salary increases as follows:

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**

Executive Management employees shall receive longevity pay based on their years of service with the City, as follows:

- 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. HOURS OF WORK**

The work schedule for Executive Management employees is flexible. To be consistent with City Hall office hours, the following is a guideline for their 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.

4/10 Work Schedule: The Chief of Police will work a four-ten work schedule and will work four (4) consecutive ten (10) hour shifts followed by three (3) consecutive days off. Hours will be selected based on the needs of the department.

Actual work schedule maybe adjusted to the benefit of public service. 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.

### **SECTION 5. ADMINISTRATIVE LEAVE**

#### **Non-Sworn**

In recognition of the requirement that Executive Management employees work in excess of a normal work week, including night meetings of the City Council, various Boards and Commissions and ad hoc committees, 112.50 hours of administrative leave shall be granted by the City Manager at such times as he may determine that said leave is in the mutual interest of City and the employee. 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	112.5
Oct 1 through Dec 31	75.0
Jan 1 through Mar 31	37.5
April 1 through June 30	0

Any unused balance of Administrative Leave available as of 12:00 midnight, June 30, 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.

**Sworn**

In recognition of the requirement that Executive Management employees work in excess of a normal work week, including night meetings of the City Council, various Boards and Commissions and ad hoc committees, 120 hours of administrative leave shall be granted by the City Manager at such times as he may determine that said leave is in the mutual interest of City and the employee. 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	120
Oct 1 through Dec 31	80
Jan 1 through March 31	40
April 1 through June 30	0

Any unused balance of Administrative Leave available as of 12:00 midnight, June 30, 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.

**SECTION 6. HEALTH BENEFITS**

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

**(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, 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 dollar (\$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 dollar (\$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.

**(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, 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.

**(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 \$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.

**E) Reimbursable Expenses and Flexible Spending Account**

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

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

- \$225.00 for 7/1/14 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 flexible spending account 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.

**SECTION 7. EMPLOYEE ASSISTANCE PROGRAM**

The City agrees to continue an Employee Assistance Counseling Program for all Executive Management employees.

**SECTION 8. LONG TERM DISABILITY INSURANCE**

**Non-Sworn**

The City shall continue to provide a long term disability benefit for non-sworn Department Heads.

**Sworn**

The Chief of Police shall be enrolled in a non-voluntary LTD plan for sworn personnel. The City shall contribute twenty-four dollars and fifty cents (\$24.50) per month for this benefit.

**SECTION 9. LIFE INSURANCE**

The City shall pay premiums on a one hundred thousand dollars (100,000) life insurance policy for Executive Management Employees. An additional 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 X. RETIREMENT AND SURVIVOR BENEFIT**

### **Retirement Benefit:**

#### **Non-Safety**

##### **(A) Non-Safety Tier One Pension:**

1. 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.
2. Member Contribution: Employees in Non-Safety Tier One Pension shall pay the statutory member contribution required by CalPERS, in addition to the cost share requirement described below.
3. Employee Cost Sharing: Employees in Non-Safety 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) Non-Safety Tier Two Pension:**

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

##### **(C) Survivor Benefits**

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

## **Safety**

### **(A) Safety Tier One Pension**

1. **Formula:** The City shall provide the full formula of three percent (3%) at age 50 Retirement Plan calculated on the single highest year for local safety members considered “classic” members of CalPERS.
2. **Member Contribution:** Employees in Safety Tier One Pension shall pay the statutory member contribution required by CalPERS, in addition to the cost share requirement described below.
3. **Employee Cost Sharing:** Employees in Safety Tier One Pension are required to pay three and three-tenths percent (3.3%) of reportable compensation toward the employer contribution for pension in accordance with Government Code Section 20516(a)-Employees Sharing Cost of Additional Benefits

### **(B) Safety Tier Two Pension**

1. **Formula:** For safety 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 50 increasing to two and seven-tenths percent (2.7%) at age 57 retirement formula in accordance with Government Code Section 7522.25(d), based on the average of three highest, consecutive years, in accordance with Government Code Section 7522.32.
2. **Member Contribution:** Safety employees in Tier Two pension shall pay member contributions to the Public Employees’ Retirement System in the amount required by the Public Employee Pension Reform Act (PEPRA), which amount is at least one-half of the total normal costs within the meaning of PEPRA.

### **(C) Survivor Benefits**

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

## **Health Reimbursement Account For Retirees**

In addition to the minimum monthly employer contribution as determined by CalPERS, established at \$119 per month as of 2014, the City shall provide a monthly supplemental allowance to a Health Reimbursement Account (HRA) to qualifying Executive Management employees who retire under service retirement as regulated by the Public Employees Retirement System, in the following amount:

- a. The monthly supplemental allowance is limited to the cost of medical and

dental plans for the level of coverage selected by the annuitant (1-party, 2-party, or family) which the employee is enrolled in at the time of retirement, less the City required minimum employer contribution paid directly to CalPERS on behalf of the qualifying annuitant.

- b. The allowance shall be increased if the cost of such plans increase. The annuitant shall receive only the amount for the plan and level of coverage selected at the time of retirement. Although nothing in this section shall prevent a retiree from changing health plans, any such change in health plans shall not result in a higher monthly supplemental allowance.

To be eligible for the monthly supplemental allowance, the retired Executive Management employee must meet the following conditions:

- a. The employee shall have served with the City for at least ten (10) consecutive years immediately prior to retirement, and must retire directly (within one hundred twenty (120) days) following separation from City.
- b. The employee shall have been enrolled in the City's medical and dental plans, for one (1) full year prior to retirement.

The City shall pay the monthly supplemental allowance for life of the retiree, or if the retiree has died, to the retiree's spouse or registered domestic partner. For these purposes, the retiree's spouse/registered domestic partner is defined as the individual that the retiree is married to or in a registered domestic partnership with at the time of application for retirement, unless subsequently divorced or partnership dissolved. 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.) at which point coverage for the spouse or registered domestic partner shall cease. The City reserves the right to collect the amount over and above the monthly supplemental allowance 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 administrative remedy. If the retiree remarries, the monthly supplemental allowance will not increase to include the cost of the new spouse, registered domestic partner, or family.

The City shall pay the Monthly Supplemental Allowance to the HRA for the annuitant until any of the following conditions occur;

- a. retiree receives medical coverage from another source (e.g. other employment, spouse), or
- b. 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 CalPERS 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.

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

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

## **SECTION 11. VACATION LEAVE**

### **(A) Accrual**

#### **Non-Sworn**

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

#### **Sworn**

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

<u>Years of Service</u>	<u>Number of Vacation Hours per Pay Period (based on 24 pay periods per year)</u>	<u>Number of Vacation Hours per Year</u>
1 day – 3 years	3.333	80
3 years and 1 day - 10 years	5	120
10 years and 1 day – 15 years	6.666	160
15 years and 1 day – 16 years	7	168
16 years and 1 day – 17 years	7.333	176
17 years and 1 day – 18 years	7.666	184
18 years and 1 day – 19 years	8	192
19 years and 1 day – 20 years	8.333	200
20 years and 1 day – 21 years	8.666	208
21 years and 1 day – 22 years	9	216
22 years and 1 day – 23 years	9.333	224
23 years and 1 day – 24 years	9.666	232
24 years and 1 day +	10	240

**Non-Sworn and Sworn**

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 for annual vacation leave; provided, however, if a regular employee separates from employment with the City before completion of six (6) months of service, the employee or his/her estate will receive pay for earned vacation leave. The City Manager may grant an exception to the minimum six months of service required for vacation eligibility.

**(B) Use of Vacation**

The times during the calendar year at which an employee may take vacation leave shall be determined by the City Manager, with due regard for the wishes of the employee and particular regard for the needs of the service. Executive Management Employees, due to the needs of the service may be unable to utilize said accrued vacation, therefore, said employee shall be permitted to carry over any unused 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.

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 period be re-

scheduled at a later date, or be extended.

## **SECTION 12. SICK LEAVE**

### **(A) Accrual**

#### **Non-Sworn:**

Full-time, regular employees will accrue sick Leave with pay at the rate of one seven and one-half (7.5) hours per each calendar month of service.

#### **Sworn:**

Full-time, regular employees will accrue sick leave with pay at the rate of eight (8) hours per each calendar month of service.

Sick Leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability.

Unused sick leave shall be accumulated at the rate of twelve (12) days a year, without limit.

### **(B) Usage**

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

- (1) Absence from duty due to exposure to a contagious disease where a doctor requires quarantine;
- (2) Absence due to pregnancy disability, childbirth, or a medical condition related to pregnancy; or
- (3) Absence from duty due to employee illness or other physical disability;
- (4) 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;
- (5) 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.

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 of claim to sickness disability benefits after separation from the services of the City.

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 workday 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 or administrative leave, unless, and until all available sick leave has been exhausted.

### **SECTION 13. HOLIDAYS**

The City shall observe the following guaranteed Holidays:

- December 31 - New Year's Eve
- January 1 - New Year's Day
- 3rd Monday in January - Martin Luther King's Birthday
- 3rd Monday in February - Washington's Birthday
- 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 - Veterans' Day  
 4th Thursday in November - Known as Thanksgiving Day  
 Day After Thanksgiving Day  
 December 24 - Day before Christmas Day (Christmas Eve Day)  
 December 25 - Christmas 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

**Non-Sworn**

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 each July 1st.

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

**Sworn**

One floating holiday of 10 hours shall be credited to accumulated vacation time on each 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	10
Oct 1 through Dec 31	5
Jan 1 through March 31	2.5
April 1 through June 30	0

#### **SECTION 14. 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 one (1) full workweek (as per employees regular work schedule), shall be granted. The employee shall inform the City of the name and relationship of the person who died.

#### **SECTION 15. FAMILY CARE LEAVE/PREGNANCY LEAVE**

City shall provide Family Care Leave and Pregnancy Leave in compliance with and in accordance with the Federal Family and Medical Leave Act of 1993 (FMLA), California Pregnancy Disability Leave (PDL), and the California Family Rights Act of 1993 (CFRA).

#### **SECTION 16. EDUCATION INCENTIVE PROGRAM**

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 are job-related and at the sole discretion of the City Manager based upon the City's need for knowledge in a specific occupational category, the employee may be eligible for tuition reimbursement as described below.

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 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 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 17. USE OF CITY VEHICLE**

### **Sworn**

If the City provides a vehicle to Executive Management Employees, its use is unrestricted within the State of California. Otherwise Department Heads may use a City vehicle as part of their normal course of work.

## **SECTION 18. BENEFITS UPON TERMINATION**

Employees who terminate employment shall be paid in a lump sum for all unused 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, except as follows: If employee is terminated by City for reasons other than disciplinary, he/she shall receive an amount equal to six months (6) months of his/her regular salary as Severance Pay, on the last day of actual work, and six (6) months of City-paid Medical and Dental coverage.