

COMPENSATION PLAN

City of Novato
and
Engineer Unit
(Unit E)

Term of Agreement
July 1, 2019 – June 30, 2021

922 Machin Avenue
Novato, CA 94945

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COMPENSATION PLAN AGREEMENT

PREAMBLE

It is the purpose of this Compensation Plan to promote and provide for harmonious relations, cooperation and understanding between management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Compensation Plan; and to set forth the full and entire understanding of the parties, the City Manager is the representative of the City of Novato in employer-employee relations as authorized by the City Council.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Novato.

This Compensation Plan is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Novato.

1. GENERAL PROVISIONS

1.1 Term

The term of this Compensation Plan shall become effective the first full pay period followed adoption by the Novato City Council and continuing through June 30, 2021.

1.2 Recognition

This Compensation Plan applies to employees in allocated positions in the classifications listed below:

Assistant Engineer
Associate Engineer
Senior Civil Engineer
Principal Civil Engineer
Public Works Inspector

1.3 Discrimination Prohibited

Neither the City nor its employees shall discriminate in any way on account of race, creed, color, religion, sex, sexual orientation, national origin, political affiliation, age, marital status or physical or mental disability except as provided by law.

1.4 City Rights

To insure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. The City has and will continue to retain in all respects, whether exercised or not, the unilateral and exclusive right subject to this agreement to operate, administer and manage its public services and its work force performing those services.

These rights include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards for employment, promotion and transfer consistent with the provisions of law and the specific provisions of this agreement; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of government operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job specifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over the technology of performing its work.

1.5 State Worker's Compensation Information

The City shall distribute literature to each new employee clearly describing the rights and benefits of all represented employees under the State of California Worker's Compensation laws.

2. SALARY PROVISIONS

2.1 Salary Schedule

All increases will be rounded to the nearest dollar.

2.1.1 Salary Adjustment

Effective the first full pay period following approval by the Novato City Council, unit members shall receive a general wage adjustment of 2.5%.

2.1.2 One-Time Dollars

In addition to the salary increases as outline above, each person who is employed in a unit position shall receive lump sum payments as specified below. The payments will be made as separate direct deposits in conjunction with the regular payroll for the first pay period after adoption by the Novato City Council:

- Upon approval of Council \$2,500
- July 1, 2020 \$2,500
- Effective the first full pay period following January 1, 2021, each permanent unit member shall receive a \$1,000 lump sum payment.

2.2 Hourly Rates

Hourly rates shall be calculated by dividing an employee's annual salary by 2080.

2.3 Regular Rate of Pay

Items included in determining the employee's regular rate of pay for purposes of

calculating retirement and other regular pay calculations shall include:

- the pay rate as established in the pay range of the employee's classification,
- educational incentive pay,
- extended salary pay.

2.4 Merit Increase

Merit increases will become effective on the actual anniversary date of the employee upon receiving a successful performance evaluation.

2.5 Direct Deposit

All employees shall establish a direct deposit account in order to receive their paychecks. The requirement for direct deposit of pay checks shall be included on the City's job application and procedures for such deposits shall be explained in the City's personnel policies.

2.6 Evaluations

Performance evaluations shall be completed one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period should contact their immediate supervisor, department head or the Personnel Department.

3. PREMIUM PAY AND ALLOWANCES

3.1 Extended Salary Range

3.1.1 Definition

Extended Salary Range (ESR) is compensation above the current salary based on assigned, nonpermanent work of a value to the City higher than that regularly performed or reasonably expected within the employee's current classification.

3.1.2 Eligibility

All regular, permanent classified employees of the City are eligible for ESR. Excluded are hourly, seasonal and intermittent employees.

3.1.3 Duration

ESR payments shall be directly related to exceptional work requirements. ESR payments may be authorized for a maximum of six (6) months, but may be extended upon recommendation of the department head and approval of the City Manager. ESR payments terminate at the conclusion of the period of exceptional requirements.

3.1.4 Administration

The department head has the sole responsibility for requesting an ESR for an employee within his/her department. The department head will make an ESR request by written memorandum to the City Manager or designee setting forth the exceptional circumstances which apply and specifying the estimated length of time of the exceptional circumstances. The City Manager or designee will review this request and, if it is approved, will establish the dollar amount of the ESR for the particular case. The City Manager will be responsible for maintaining the consistency of application of ESR within the City.

3.1.5 Notification

An employee who is awarded ESR will receive a copy of the personnel action advising him/her of the date, amount and duration of the changed salary status.

3.1.6 Limit

ESR compensation for assignments meeting the ESR criteria may be awarded up to \$250 per month above current salary.

3.2 Overtime

3.2.1 Overtime Definition

3.2.1.1 FLSA Standard

Except as otherwise specified in this Compensation Plan, all overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA).

3.2.1.2 Eligible Classifications

The classifications of Principal Public Works Inspector, Senior Public Works Inspector, Public Works Inspector II and Public Works Inspector I are time- related positions that are eligible for overtime.

3.2.1.3 Overtime Rates

In addition to daily overtime (hours in excess of eight (8), or the unit member's daily scheduled hours, if higher than eight (8)), the following special overtime rates shall apply:

- (a) double time (2.0) for time worked in excess of sixteen (16) consecutive hours;
- (b) double time (2.0) for hours worked on a holiday.

3.2.1.4 Prior Approval

Overtime is discouraged. Except in emergency circumstances, all overtime must be approved in advance by a supervisor. See Section 3.6 below.

3.2.1.5 Compensatory Time Off (CTO) In Lieu of Pay

(a) With the approval of the unit member's supervisor, a unit member may elect to receive CTO in lieu of overtime pay. All CTO is subject to the provisions set forth in Section 3.4 below.

(b) CTO shall be earned and accrued at the rate appropriate for either overtime or extra hours.

3.2.2 Standby

3.2.2.1 General

When, after the unit member's regular work period, he/she is required by written order of Department Head to leave work where he/she may be contacted to return to work if needed within a reasonable period of time, the unit member shall receive one (1) hour pay at the overtime rate for each eight (8) hour period or portion thereof he/she is required to remain on standby outside of standard work hours and days of work and is not called back to work. Standby is premium pay not included as hours worked in regular rate of pay.

3.2.2.2 Holidays

If the standby is assigned on a holiday, the member shall be receive one (1) hour pay at the double-time rate for each eight (8) hour period or portion thereof he/she is required to remain on standby outside of standard work hours and days of work and is not called back to work.

3.2.3 Callback

3.2.3.1 Four Hour Minimum

A unit member who has departed from his/her work location and is called back to work, is guaranteed a minimum of four (4) hours compensation. This shall not apply if the callback immediately precedes his/her assigned shift.

3.2.3.2 Rate of Pay

Callback time shall be paid at the overtime rate and is not included as hours worked in regular rate of pay.

3.2.3.3 Rotation

As reasonably possible, Callback shall be rotated among unit members in the affected classification.

3.2.4 Compensatory Time Off (CTO)

3.2.4.1 Eligibility

Only unit members eligible for overtime may accumulate CTO (see 6.3).

3.2.4.2 Eighty Hour Cap

A unit member may accumulate up to eighty (80) hours of CTO which may be carried beyond the established work period.

3.2.4.3 Scheduling and Use

All CTO must be scheduled in advance and requires supervisory approval. CTO may be taken off in minimum increments of one-quarter (1/4) hour increments.

3.2.5 Distribution of Scheduled Overtime

The opportunity for scheduled overtime shall be equitably distributed by management among the qualified members of the division.

3.2.6 Limitation of Overtime

It is the policy of the City to keep all overtime usage to a minimum. Overtime payment will be controlled by funds authorized in the approved budget. This policy extends to all varieties of overtime usage including holdover, callback and standby. Prior written authorization of the Department Head must be secured and communicated to the unit member.

In an emergency, if it is impossible or impractical to secure advance authorization from the Department Head, the supervisor may authorize paid overtime.

Overtime shall be compensated to the nearest one-quarter (1/4) hour. This shall apply to accumulation of all overtime during a work period.

3.3 Professional Leave

3.3.1 Eligible Classifications

The classifications of Assistant Engineer, Associate Engineer, Senior Civil Engineer, Principal Civil Engineer and Plan Check Engineer are non time- related positions

accountable for results only; therefore, overtime does not apply. In recognition of the irregular hours and time required by employees in professional positions, a professional leave program has been established.

3.3.2 Definition

Professional leave is defined as leave earned in recognition of the irregular hours and time required of employees in the classifications indicated above.

3.3.3 Policy

At times approved by the department head, employees in these classifications will be granted professional leave.

3.3.4 Rate and Method of Compensation

Professional leave will be accrued and granted at a rate equal to the amount of time worked beyond the standard work week. A total of ninety (90) hours of Professional leave may be accrued in a fiscal year, of which forty-five (45) hours may be cashed out at any time. If, in the judgment of the City, it becomes practical to pay for time spent beyond the customary work week, such payment will be at one and one-quarter (1¼) times the employee's regular rate of pay.

3.3.5 Effects of Termination on Professional Leave

Each eligible employee, who resigns or is otherwise terminated, shall be entitled to compensation for his/her accumulated professional leave.

3.4 Work in Higher Classification

An employee who is assigned to work in a higher position for a period of six (6) consecutive working days or more shall receive compensation for the time worked at a rate of one hundred five percent (105%) of his/her current salary.

The position of Principal Civil Engineer shall act as City Engineer for no additional compensation, unless a Principal Civil Engineer has been designated and approved by the City Manager as Acting City Engineer.

3.5 Meal Reimbursement

Employees scheduled to attend night meetings will be reimbursed for the cost of a meal in accordance with Administrative Policy No. 6.1.

3.6 Automobile Allowances

It is the policy of the City to provide transportation to employees when required for official City business; however, a full-time employee who wishes to use his/her private vehicle for City business may do so, upon approval by the City Manager and subject to City regulations for safety, insurance and mileage reimbursement.

3.7 Bilingual Compensation

3.7.1 Stipend

Unit members who have demonstrated language fluency in Spanish, to the City's satisfaction, shall receive a stipend of three percent (3%) of base pay.

3.7.2 Limit on Eligible Positions

The City shall provide written notice to the Unit if it determines the number of positions eligible for this stipend will be limited.

4. HEALTH AND WELFARE BENEFIT PLAN

4.1 General

The City agrees to continue the existing flexible major medical and insurance benefit plan for the duration of this compensation plan. This plan includes mandatory and optional, taxable and nontaxable benefits including a cash rebate option, all of which are excluded from gross income to the extent that nontaxable benefits are elected.

4.2 Eligibility

When an employee commences work with the City, his/her benefit distribution selection effective date of coverage depends on times established by the individual carriers. In most cases, coverage begins the first of the month following date of hire.

4.3 Benefits for Part-Time Employees

Regular employees working half-time or more, but working less than a full schedule, shall be entitled to all benefits provided on a reduced time or payment basis computed on the ratio of allocated part-time employment to full-time employment.

4.3 Benefit Enrollments

Mandatory

Dental Insurance

Vision Insurance

Employee Life Insurance (Basic \$50,000, AD&D)

Optional

Health Insurance/Health and Welfare Programs (Medical carriers as provided by PERS health Plan):

Employee only

Employee and one dependent

Employee and two or more dependents

4.4 Benefit and Insurance Amounts and Distribution

Effective the first full pay period following approval by the Novato City Council, the City shall contribute the following amounts towards employee health care premiums based on the applicable participation levels:

- a. Employees at the “employee” only level shall receive \$1,050 per month or the amount of the Kaiser Region 1 Single premium, whichever is greater.
- b. Employees at the “employee plus one” level shall receive \$1,725 per month or the amount of the Kaiser Region 1 Two-Party premium, whichever is greater.
- c. Employees at the “employee plus two or more” level shall receive \$1,975 per month or the amount of the Kaiser Region 1 Family premium, whichever is greater.
- d. Employees hired on or before August 24, 2010, may cash any unused portion of the contribution as taxable income to the member.
- e. Employees hired on or after August 24, 2010, who enroll in a medical care plan through the City, shall receive no cash out of the City’s contribution for health care premiums if the contribution exceeds the amount required to pay the premium. Such employees who do not enroll in a medical plan through the City shall be limited to health care cash out of no more than Two Hundred and Fifty Dollars (\$250.00) per month, which shall constitute taxable income to the member.
- f. Employees who were not enrolled in a health plan through the City as of July 1, 2014, may continue to cash any unused portion of the contribution as taxable income to the member during the term of the agreement. However, once these “grandfathered” members enroll into medical coverage with the City, they will lose their grandfathered status and will be subject to section 4.3(e).

4.5 Selection

- a) Employees will choose from available optional health programs and/or health and welfare plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods, subject to conditions imposed by the selected carriers. Mandatory coverage means that member participation is required. The times at which enrollment in or withdrawal from non-mandatory group life and disability income insurance plans is authorized shall be as established by City policy subject to requirements of the insurance carriers.
- b) If the status of an employee’s dependent changes, the employee is responsible for notifying Human Resources within thirty (30) days of the effective date of the change to ensure that the City’s contribution rate is

properly adjusted, if necessary. Failure to notify Human Resources of such change within thirty (30) days could result in the employee being held financially responsible for any benefit overpayment, if retroactive removal is required by law or benefit plan agreements. The employee will be required to reimburse the City via payroll deduction for any such benefit overpayment.

- c) On an annual basis, any employee will be required to verify his/her dependent status, in writing, to ensure that the City is contributing the appropriate amount towards health insurance premiums and to conform the employees compliance with the Patient Protection Act and Affordable Care Act. The City will use the Cal PERS definition of the term “dependent.” The City reserves the right to request a new employee attestation of dependent status upon changes in benefit enrollments
- d) Unit members will be begin participating in State of California Disability Insurance program no later than September 1, 2019.

4.6 Open Enrollment

The times at which enrollment in or withdrawal from nonmandatory disability income insurance plans are authorized shall be as established by City policy subject to requirements of the insurance carriers.

4.7 Vision Coverage

Regular employees are eligible for vision insurance coverage for the employee and eligible dependents. The City pays one hundred percent (100%) of the monthly vision plan insurance premium rate for the standard plan on behalf of each regular full-time employee and his/her eligible dependents.

4.8 Life Insurance

The City will provide \$50,000 life insurance for each employee represented by the Unit. The City pays one hundred percent (100%) of the monthly life insurance premium on behalf of each regular full-time employee.

5. RETIREMENT PLAN BENEFITS

5.1 PERS Plan

The City will continue its participation in the State of California Public Employees’ Retirement System (PERS) for members as follows:

- a) Tier One – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04 and were hired into the City of Novato before September 25, 2011, are eligible for a 2% @ 55 benefit formula with a one-year highest compensation benefit.

- b) Tier Two – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04 and were hired into the City of Novato on/after September 25, 2011, are eligible for a 2% @ 55 benefit formula with a three-year highest compensation benefit.
- c) Tier Three – Applicable to employees who are defined as “New Members” in Government Code Section 7522.04 and were hired into the City of Novato on/after January 1, 2013 are eligible for the 2% @ 62 benefit formula.
- d) The City will continue to provide the following benefits through its contract with the California Public Employees’ Retirement System (PERS) for a retirement plan:
 - Level 4 1959 Survivors Benefits
 - Sick leave service credit

5.2 Member Contributions

- a) Effective the first full pay period following approval by the Novato City Council, all Tier I and Tier II employees shall contribute 2.5% towards the employer share of PERS contributions resulting in a total employee contribution of 9.5%. The City will amend its agreement with Cal PERS to reflect the increased employee contribution rate.
- b) Tier III employees, who are defined as “New Members” hired on/after January 1, 2013, shall continue to contribute 50% of the total normal cost, unless otherwise determined by CalPERS, or the PERS retirement plan.
- c) Employee contributions paid by members will be deducted on a pre-tax basis, in accordance with IRC Section 414(h)(2).

5.3 Other PERS Benefits Provided

5.3.1 Final Compensation

The retirement allowance of a member hired before the City amended its contract with CalPERS on September 25, 2011 is based on the twelve (12) highest paid consecutive months under the plan.

The retirement allowance of a member hired on or after September 25, 2011 shall be:

- a. based on the three highest consecutive years of earnings instead of the single highest year; and
- b. capped at 100% of the reportable compensation used by PERS to calculate the benefit.

5.3.2 Survivor's Benefits

The City shall provide the 1959 Survivor Benefit the same as provided to other City employees, which currently is Level IV.

5.3.3 Credit for Unused Sick Leave

The City shall provide the credit for unused sick leave at the time of retirement according to Section 20862.8 of the California Government Code.

6. PROFESSIONAL DEVELOPMENT AND INCENTIVES

6.1 Professional Development

The City and the Unit agree that it is desirable for members to engage in activities that have as their primary purpose professional development or that otherwise improve the member's ability to perform his or her job. To further this objective, the City will reimburse Unit members up to two hundred dollars (\$200) per fiscal year for eligible expenses related to professional development. To be eligible, the expense must relate to the member's current position or enhance their professional development and career within the City of Novato.

Eligible training and development costs are:

- Registration for conferences, seminars, classes, workshops and other professional educational activities;
- Expenses related to attendance at conferences, seminars and classes, such as travel costs (lodging, meals, transportation);
- Books, journals and magazines related to the profession;
- Computer hardware and software;
- Engineering licenses, registrations and certifications;
- Application, examination or testing fees related to the acquisition of a license, registration or certificate;
- Fees for membership in professional engineering organizations.

To be eligible for reimbursement, the member must submit a memo to the Director of Public Works that describes the conference, seminar, class or training, or the item to be purchased and explains how it will aid in the member's professional development. The memo should be submitted prior to registering for the conference, seminar, class or training, or making a purchase. The Director will determine eligibility for reimbursement. Once approved by the Director, reimbursement requests should be submitted through the normal payment process accompanied by receipts with reference to this section of the Compensation Plan. For classes or certificate programs, reimbursement shall be provided upon successful completion, as evidenced by a passing grade or certificate of achievement or completion. Attendance at classes will not be during the member's regular working hours, unless approved by the Director of Public Works and the Personnel Officer.

Reimbursements may represent taxable income for the member. The City will withhold taxes in accordance with IRS regulations.

6.2 Professional Practice

Outside of normal working hours an employee's time is his/her own. Represented engineers may practice their profession in their free time provided that said work will not: (a) require review and/or approval by any City department; and/or (b) interfere in any way with the employee's assigned duties during working hours; and/or (c) actually or potentially be a source of embarrassment to the City; and/or (d) represents a real or apparent conflict of interest with City duties. All outside work will conform to appropriate City policies.

6.3 Educational Incentive

The following tuition reimbursement and educational incentive payments shall continue to be made available:

6.3.1 Tuition

Tuition reimbursement may be made for up to \$150 per fiscal year in accordance with established City policy.

6.3.2 Educational Incentive

Educational incentive payments may be made in the amount of \$20 per month for level one reimbursement and \$40 per month for level two reimbursement.

7. HOLIDAYS

7.1 Enumeration

The following thirteen (13) days of each year are designated as holidays:

New Year's Day - January 1
Martin Luther King Day - Third Monday in January
Presidents' Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve - December 24
Christmas Day - December 25
New Year's Eve - December 31
Two (2) floating holidays

7.2 Entitlement

7.2.1 Intent

All full-time employees receive thirteen (13) paid holidays regardless of their

assigned work week. When a holiday falls on a Saturday, the preceding Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday.

7.2.2 Effect on Regular Day Off

When an employee is required to work on a holiday or when the holiday falls on the employee's regular day off, he/she may select another day as holiday leave with pay during the fiscal year with the consent of the department head.

7.2.3 Use of Floating Holidays

The floating holidays may be taken at any time during the fiscal year with the prior approval of the employee's department head. Floating holidays are earned at the rate of one (1) day for six (6) months or less of service in the fiscal year or two (2) days for more than the six (6) months of service. The floating holidays may not be accumulated and carried forward to the next fiscal year.

7.2.4 Exception

Employees not in pay status, excluding disciplinary action, on the day preceding the holiday shall not receive the benefit of a paid holiday.

8 LEAVES OF ABSENCE

8.1 Vacation Leave

8.1.1 Entitlement

Vacation leave shall be earned in accordance with the following schedule:

<u>Service</u>	<u>Hours Earned</u>
First Year	80 hours/3.08 per pay period
Second Year	88 hours/3.38 per pay period
Third Year	96 hours/3.69 per pay period
Fourth Year	104 hours/4.00 per pay period
Fifth Year	112 hours/4.31 per pay period
Sixth Year	120 hours/4.62 per pay period
Seventh Year	128 hours/4.92 per pay period
Eighth Year	136 hours/5.23 per pay period
Ninth Year	144 hours/5.54 per pay period
Tenth Year	152 hours/5.85 per pay period
Twelfth Year	160 hours/6.15 per pay period
Fifteenth Year	168 hours/6.46 per pay period
Seventeenth Year	176 hours/6.77 per pay period
Twentieth Year	184 hours/7.08 per pay period

8.1.2 Accrual

An employee shall begin earning vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned, odd fractions rounded to the nearest tenth. Vacation time shall not be taken until it is earned and shall be subject to other provisions of this agreement.

8.1.3 Accrual Maximum

- A. Employees may accrue no more than 270 hours of vacation time. When an employee reaches their maximum vacation accrual, no further vacation will accrue until the employee's accrual is decreased below the allowed maximum of 270 hours.
- B. For employees with over 230 hours that are denied their vacation request by the department, the employee will be allowed to accrue more than the 270 hour maximum until the department grants the request for vacation.

8.1.4 Status Report of Accrued Vacation Leave

The City will provide regularly to each employee on his/her paycheck stub an official record of his/her then current accrued vacation leave. Verification of an employee's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

8.1.5 Limitation on Usage

The City will permit probationary employees who have received two (2) "competent" and/or "outstanding" performance evaluations for the first six (6) months of their probation, to take a maximum of five (5) days of vacation during the remaining six (6) months. The timing of the use of the five (5) days will be subject to organizational needs. A full twelve (12) month probationary period will remain in effect by extending the anniversary period the same number of days taken for vacation.

8.1.6 Scheduling Vacation Usage

In the scheduling of employee vacations, department heads will give first consideration to the employee's choice. In the event of a conflict or a dispute among employees, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

The times during which an employee may take vacation shall be as approved by the department head provided that if the requirements of the City's service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year.

8.1.7 Effect of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued vacation hours.

8.1.8 Vacation Redemption

Members may redeem up to 40 hours of accrued vacation annually on their anniversary. In order to exercise this option, the member must have a vacation accrual balance of 40 hours after the redemption.

8.2 Sick Leave

8.2.1 Entitlement

Each employee shall be entitled to accrue one (1) working day of sick leave with pay for each month or major fraction thereof served. Time spent in leave without pay status shall not be considered toward sick leave accrual. Sick leave with pay which is not used shall be cumulative.

8.2.2 Status Report of Accrued Leave

The City will provide regularly to each employee on his/her paycheck stub an official record of his/her then current accrued sick leave. Verification of an employee's official accrued sick leave record will be provided upon receipt by the City of a reasonable request for such verification.

8.2.3 Employee Illness or Injury

Sick leave with pay up to the total number of accumulated days shall be granted by the department head in cases of bona fide illness or injury of the employee.

Immediately upon return to work, the employee shall complete and submit the City's "Absence and Leave Affidavit" to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's physician at no cost to the employee.

8.2.4 Doctor's Verification

For absence of more than three (3) consecutive working days, an employee may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.

8.2.5 Bereavement and Special Sick Leave

Leave with pay up to five (5) working days per year shall be granted by the department head in case of death or serious injury of a mother, father, mother-in-law, father-in-law, spouse, sister, brother, son or daughter of the unit member or grandparent or grandchild of the unit member or his/her spouse. Such paid leave shall be charged against accumulated sick leave. Bereavement and special sick leave for others may be granted only upon approval of the City Manager or designee.

8.2.6 Doctor/Dentist Visits

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the department head.

8.2.7 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals. An exception shall be made if such would cause an employee to lose vacation which could not be carried forward.

8.2.8 Sick Leave Transfer

Unit E employees will have the ability to transfer earned sick leave to other employees in units participating in this program, subject to the following conditions:

- 1) The transferee shall have, or shall expect to have, a total accrued sick leave time of less than 24 hours at the time of the transfer.
- 2) The transferee must exhaust all leave, including sick leave, vacation, compensatory time or professional leave, and floating holidays before he or she can begin using the donated sick leave.
- 3) No one can, by use of this transfer, reduce his or her accrued sick leave to less than 40 hours.
- 4) The maximum donation from any one employee shall be 80 hours.
- 5) An employee who is separating from employment for any reason may not donate sick leave under this program.
- 6) All such transfers shall be approved by the Assistant City Manager or designee.
- 7) All transfers shall be anonymous to the transferee.

- 8) Sick leave transfer is intended to address an employee's need for leave due to his or her own medical emergency or the medical emergency of a dependent. The medical condition must be serious, immediate in nature and will preclude the employee from returning to work for an extended period of time.
- 9) Medical emergencies shall be verified by a doctor's certification and shall include the anticipated duration of the emergency.

8.3 Industrial Accident Leave

8.3.1 First Five Days

In cases where Worker's Compensation is not immediately payable, the City will provide full pay, without charge against sick leave, during the first five (5) days off work and any portion thereof following an industrial accident provided the City determines that:

The accident is, in fact, work related;

Time off work is necessary as determined by the City's physician;

The duration of the time off work is necessary as determined by the City's medical examiner.

Any compensation insurance payments received by the employee, except for payments received for permanent or partial disability not associated with the current injury, shall be deposited in the City treasury for this five (5) day period.

8.3.2 After Five Days

After the first five (5) days, or if not in conformance with the above criteria, accumulated sick leave shall be applied to time off work following an industrial accident in a proportionate amount which, when added to Worker's Compensation benefits, provides compensation benefits equal to eighty- six percent (86%) of the employee's wage or salary.

8.3.3 Employee's Physician of Choice

The employee has the right to notify the City, in writing, prior to an injury, of his/her choice of physician should the employee be injured. If the employee does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice or from being evaluated by a doctor of

the employee's choice even while under treatment for the City's medical examiner. In such circumstances other than in emergency situations, use of a personal physician would be at the employee's expense.

If the employee is still in need of medical care thirty (30) days after the work related and reported injury, the employee has the right to be treated by a doctor of his/her choice.

Industrial accident leave shall begin on the first day of such absence and shall continue for the length of the approved medical leave.

When an employee is on industrial accident leave status and such industrial accident leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to sick leave accruals, then to compensatory time accruals and then to vacation accruals. An exception shall be made if such would cause an employee to lose vacation which could not be carried forward.

8.4 Family and Medical Leave Act /California Family Rights Act

To the extent an employee is granted a medical leave of absence separate from accrued paid sick leave, time away from work will be counted against the employee's 12 week entitlement under the federal Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA). Likewise, if an employee is on workers compensation leave due to an industrial injury or on state disability leave, the employee's time away from work will be counted against the employee's 12 week entitlement under FMLA and CFRA. Time away from work due to pregnancy disability is counted against the employee's FMLA leave entitlement, but not against the employee's CFRA entitlement.

8.5 Court Leave

8.5.1 City Employment Related

Employees who are required, by subpoena or otherwise, to be present at court proceedings in connection with their City employment shall do so in full pay status. Such employees are entitled, through normal administrative procedures, to receive payment by the City for out-of-pocket expenses. Any extra compensation (except travel time) shall be remitted to the City by the employee.

8.5.2 Court Leave to Serve as Witness

Employees are entitled to court leave with pay to respond to an enforceable subpoena to appear in a court or administrative agency hearing in California other than as a litigant or for reasons other than those caused by the employee's connivance or misconduct. An employee may retain such payment as may be allowed the employee for lodging, meals and travel, but as a condition for entitlement to this court leave, the employee shall make payable to the City any and all fees which the employee may receive as payment for the services as a

witness. The hours of compensation will be the same as those regularly worked by the employee. If an employee's obligation as a witness expires on any work day with any time remaining on the employee's work schedule (after adjusting for travel time back to the work site), the employee will be obligated to return to work. All witness time must be shown on an employee's payroll time sheet.

8.6 Jury Service Leave

Employees are encouraged to perform service as jurors when summoned for jury duty by a court of competent jurisdiction. Any employee summoned for jury duty shall be entitled to jury service leave with full pay for such period of time as required by the court. An employee may retain such payment as may be allowed for travel but shall make payable to the City any and all fees which the employee may receive in payment for service as a juror. If an employee's obligation as a juror expires on any work day with time remaining on the employee's work schedule (after adjusting for travel time back to the work site), the employee will be obligated to return to work. All jury duty time must be shown on an employee payroll time sheet.

8.7 Leave of Absence Without Pay

Leave of absence without pay is intended to serve the purpose of covering unforeseen or special events and where other leave balances are not available. Approval by the Department Head for periods not exceeding a total of five (5) days is required. Approval of leave in excess of a total of five (5) days and up to three (3) months by the City Manager is required. Leaves in excess of three (3) months and up to one (1) year require City Council approval. During such leave of absence, benefits will not be paid unless the employee elects to reimburse the City for costs; sick leave, vacation or holiday benefits will not accrue or be paid.

9 WORKING CONDITIONS

9.1 Hours of Work

9.1.1 Regular Work Day

The regular working day of all employees will be according to the City's policy covering the 9/80 work schedule as currently in place, with each working day interrupted by a lunch break of not less than one-half (½) hour, nor more than one (1) hour.

9.1.2 Rest Periods

One fifteen (15) minute rest break with pay shall be provided to employees for each four (4) hours of service, as scheduled by the appropriate supervisor. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the work day.

9.1.3 Regular Work Period

A regular work period shall be consistent with the City's policy covering the 9/80 work schedule, with each work week to be within a seven (7) day period beginning at 12:01 p.m. on Friday and ending at 12 noon the following Friday

9.1.4 Standard Hours and Days of Work

The standard work week shall be consistent with the City's policy covering the 9/80 work schedule.

9.2 Health and Safety

The City and members of this unit agree that health and safety is a mutual concern of the City and its employees.. The City recognizes its responsibility to maintain health and safety standards in accordance with its own policies and the California Occupational Safety and Health Act and have a shared responsibility to encourage other employees to work safely and to promptly report safety or unhealthy conditions.

In those instances where an employee has a complaint arising out of a health or safety condition under the City's responsibility and where such complaint is not resolved expeditiously at the departmental level, the employee and the Labor Relations Officer shall promptly meet to discuss the matter.

9.3 ADA Compliance

Unit employees will agree to cooperate with the City in any ADA related job duty restructuring or other changes in working conditions that may be required to make accommodations for a disabled employee or client.

9.4 Smoking

If an employee must smoke, then he or she may do so only during his or her designated break periods and only in strict compliance with all applicable policies, laws, rules and regulations.

9.5 City Contribution – Work Clothing and Safety Boots

- a) Each unit member in the Public Works Inspector class series shall be entitled to receive a reimbursement of up to three hundred dollars (\$300) each year for the purchase of work clothing and OSHA approved hard toed boots.
- b) All other Unit members in the "Engineer" series shall be entitled to receive up to three hundred (\$300) every two years for the purchase of work clothing and OSHA approved hard toed work boots. Unit member must submit receipts in order to receive the reimbursement.

10 PERSONAL PROVISIONS

10.1 Reduction in Force

Whenever layoffs are necessary to preserve the City's fiscal well-being, the procedures will follow the Layoff Policy and Procedures as adopted by the City Council (Resolution No. 6-93).

10.2 Probationary Periods

10.2.1 New Members

The probationary period for newly hired members shall be twelve (12) months.

10.2.2 Promoted Members

The probationary period for Unit E members promoted from one classification within the unit to another classification within the unit shall be six (6) months.

10.3 Domestic Partners

Health and welfare benefits available to employees shall also be available to domestic partners so long as the provider of the benefit covers domestic partners. To qualify for domestic partner benefits, the employee and his or her domestic partner shall be subject to the eligibility and registration requirements established by Section 297 of the State of California Family Code and by the California Secretary of State, as well as any requirements of the benefit provider. This shall include any requirements established by the California Public Employees' Retirement System as a provider of health benefits.

Employees shall also be entitled to bereavement, special sick leave, FMLA and other types of qualifying leave resulting from a domestic partner relationship.

11 DISPUTES

All disputes arising under this agreement shall be resolved in accordance with the City's adopted grievance procedures. The City shall not refuse to process a grievance when there is a question as to the grievability of the issues, but shall state the question of grievability as part of the response at each level.

12 SEVERABILITY

If any provisions of this Compensation Plan are held to be contrary to law by a court of competent jurisdiction, such provisions will not be valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provisions in this Compensation Plan shall be construed to result in an illegal discriminatory act based on race, creed sex or national origin.