

# Confidential Employees Compensation Plan

January 1, 2022 – December 31, 2024



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# CITY OF SAN LEANDRO

## Confidential Employees Compensation Plan

January 1, 2022 – December 31, 2024

### **Section 1. Introduction**

This plan sets forth the salaries and benefits applicable to the City's Confidential employees.

### **Section 2. Confidential Classifications**

The Confidential classifications covered by this compensation plan, as assigned to the City Manager's Office, City Clerk's Office, and Human Resources Department, are listed as follows:

Administrative Assistant II  
Administrative Assistant III  
Administrative Specialist I  
Administrative Specialist II  
Administrative Specialist III  
Deputy City Clerk  
Human Resources Analyst  
Human Resources Technician  
Payroll Specialist  
Police Recruit Trainee

### **Section 3. Pay**

The rates of pay that are to be effective during the period of this Compensation Plan are enumerated in Appendix "A" which is attached hereto and made a part hereof.

The appendix reflects wage adjustment as follows:

A six percent (6%) salary increase effective January 1, 2022.

A three and one-quarter percent (3.25%) across the board salary schedule increase effective January 1, 2023.

A three and one-quarter percent (3.25%) across the board salary schedule increase effective January 1, 2024.

The City will begin a classification and compensation study by May 1, 2023 for all classifications in the Confidential Group. Results and implementation strategy will be considered for the successor compensation plan.

### **Section 4. Hours of Work**

A work week shall be computed as the number of hours customarily considered as a full week's work in the classification and in the department in which the person is employed.

The setting of work hours is based upon the operational needs of the department. An employee's work hours may be changed based upon the operational needs of the department. In the event an employee's work schedule is to be changed, the employee shall be given seven (7) working days advance notice.

### **Section 5. Overtime Compensation**

Except as otherwise noted, the City's official work period is 12:00 a.m. Sunday through 11:59 p.m. Saturday. Overtime is authorized time of five (5) minutes or more worked in excess of forty (40) hours in a designated seven (7) day work period in the classification and/or in excess of eight (8) hours (or the regularly scheduled work day if longer than (8) hours) in the department in which the person is employed. Unless initiated/requested by an employee, no employee's scheduled work period will be changed to avoid paying overtime.

When first authorized by the department head and with approval of the City Manager, overtime worked shall be paid at the rate of one and one-half (1½) times the hourly rate based on the employee's monthly salary. For required call-out on a normal work day, a minimum two (2) hours' pay at the overtime rate will be paid for the first such call-out. For required call-out on a normal day off, a minimum two (2) hours' pay at the overtime rate will be paid for each of the first two (2) such call-outs. It is understood that a telephone call made to an employee during non-working hours which does not result in a call-out of that employee, shall not qualify for payment pursuant to this section. This time off must be taken no later than the calendar year following the calendar year in which it was accrued and at a time specifically approved by the supervisor. Except as herein above, a full-time regular employee who is required to work on a holiday at the direction of their department head, shall receive their pay for the holiday plus one and one-half (1½) times their regular pay for the time worked.

An employee may elect to take compensatory time off in an amount equal to one and one-half (1½) times the overtime worked in lieu of pay. Compensatory time may be used, and replaced, without regard to frequency of use, as long as the account balance does not exceed 80 hours.

In the event an employee is ordered by a magistrate to appear in court and does appear on a day during which the employee has called in sick, the employee will be paid overtime at the rate listed for court appearance, except that employees working the day shift shall not be paid overtime, but the hours spent at the court appearance shall not be deducted from their accumulated sick leave hours.

Upon promotion out of the Confidential group or other movement to a different employee group or bargaining unit within the City, any unused, accrued time or comp time remaining in the employee's leave bank/s shall be paid off at the rate of pay which immediately preceded the promotion or reassignment.

### **Section 6. Application of Pay Rates**

Employees shall be paid a salary or hourly rate within the range established for that classification under the City pay plan. Employees reinstated or reemployed after layoff shall receive a pay rate within the pay range established for the class to which they are assigned.

Employees may be assigned to perform the duties of a permanent position in a higher classification on a temporary basis. Such assignments shall be termed "acting assignments" and shall be made subject to the following conditions:

- A. Acting assignments shall be made by the department head only, with City Manager approval, and shall be made prior to the beginning of the shift and with written notification to the acting employee;
- B. Acting assignments shall be made only in those instances where the acting employee is required to perform all of the duties and responsibilities of the position for which the employee is acting. Acting pay shall not be authorized for periods of less than one (1) full work day. Payment for an acting assignment shall commence on the first day of such assignment;
- C. Acting pay shall be that certain step in the salary range of the higher classification which generates an increase above the acting employee's current salary of not less than five percent (5%).

Nothing in this section shall preclude the temporary assignment of an employee to perform some of the duties of a higher classification for the purpose of providing training in the work of the higher classification. Such temporary training assignment shall not constitute an acting assignment within the meaning of this section.

It is understood that the provisions of this section shall not be interpreted as requiring the City to fill each temporary vacancy by an acting assignment.

Except as regards to probationary unit members as set forth in the paragraph below, advancement within the salary schedule specified for an employee's classification shall be on the basis of satisfactory service as evidenced by time in paid status for the requisite duration and a written performance evaluation.

With regard to probationary unit members, advancement to the next step shall occur upon completion of the requisite period of time *on the job* (i.e. excluding paid and unpaid leave equal to or greater than four weeks) and the successful completion of probation. Paid and unpaid absences of four weeks or more shall extend the probationary period by a corresponding amount of time.

## **Section 7. Vacation Leave**

- 7.1 The purpose of annual vacation leave is to enable each eligible employee to return to work physically and mentally refreshed. In the administration of this section, administrative personnel shall be guided by this stated purpose. The time at which an employee shall take vacation leave during the calendar year shall be determined with due regard for wishes of the employee, and particular regard for the needs of the department. In the event one (1) or more municipal holidays falls within a vacation leave, such days shall not be charged as vacation leave and the vacation leave shall be extended accordingly for those employees eligible for such holidays.

**Accrual:** Employees may accumulate vacation leave up to a maximum of two (2) years vacation accrual. An additional year may be accumulated with department head approval. Such approval shall be recorded in the employee's personnel file. An employee who fails to

take accrued vacation leave within the time herein prescribed shall lose such accrued vacation leave. The additional year accrual maximum will expire after 12 months, at which time the maximum will return to two (2) years.

An employee who is in unpaid status for 44 or more hours in a pay period shall not accrue vacation leave for that pay period.

Upon being separated from City service, an eligible employee shall be entitled to compensation for any accrued but unused vacation calculated at the rate of pay at the time of termination.

7.2 The following vacation leave provisions do not apply to hourly or part-time employees.

Vacation leave for each full-time employee shall be accrued and credited for the pay period in which it is earned.

An employee holding a full-time position shall be entitled to vacation leave which shall accrue at the rate of twelve (12) days for each calendar year of service performed. If a newly hired employee possesses five (5) years of experience in the field in which they are hired, they shall accrue vacation leave at the rate of fifteen (15) days for each calendar year of service performed.

In the year in which an employee holding a full-time position completes five (5) full years of City service, such employee shall be entitled to fifteen and three-quarters (15¾) work days of vacation for service performed.

For each full year of full-time City service completed thereafter, three-quarters (¾) of a work day vacation shall be added up to a maximum of twenty-five (25) work days of vacation.

Employees with contiguous previous City service, other than full-time permanent, shall receive service credit for vacation accrual of up to five (5) years when combined with current seniority. If a part-time employee is hired as a full-time employee, years of service for vacation accrual will be adjusted at the rate of 50% for total hours worked as a part-time employee. The part-time hours added will increase the employee's years of service in proportion to a full-time work year (i.e., total hours worked multiplied by 50%, then divided by 2080 hours). To establish the employee's adjusted service date for vacation accrual, the part-time credit hours will be multiplied by 365 days.

<u>YEARS OF SERVICE</u>	<u>DAYS/HRS OF VACATION ACCRUAL</u>
0-4.99 completed yrs of svc.	12/96 or 15.00/120
5.00-5.99 yrs of service	15.75/126
6.00-6.99 yrs of service	16.50/132
7.00-7.99 yrs of service	17.25/138
8.00-8.99 yrs of service	18.00/144
9.00-9.99 yrs of service	18.75/150
10.00-10.99 yrs of service	19.50/156
11.00-11.99 yrs of service	20.25/162
12.00-12.99 yrs of service	21.00/168

13.00-13.99 yrs of service	21.75/174
14.00-14.99 yrs of service	22.50/180
15.00-15.99 yrs of service	23.25/186
16.00-16.99 yrs of service	24.00/192
17.00-17.99 yrs of service	24.75/198
18.00 or more yrs of service	25.00/200

Accrual rates change in the pay period in which the employee’s anniversary date falls.

7.3 Employees shall be allowed to sell up to 120 hours of vacation per year. Time may be sold twice annually in June and December.

**Section 8. Sick Leave and Call-In**

8.1 An employee holding a full-time position with probationary or permanent status will be allowed a leave of absence from duty without loss of compensation on account of sickness or injury. Absence for illness or injury may not be charged to sick leave not already accumulated. Sick leave is to be used in cases of an employee’s sickness or injury, or of a member of their immediate family’s sickness or injury, which requires the employee to be absent from work.

In accordance with California’s Healthy Workplaces, Healthy Families Act of 2014, sick leave may be used for an employee’s or family member’s diagnosis, care or treatment of an existing health condition or preventative care, which includes appointments that cannot be made outside of working hours, or for specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.

An employee absent for more than three (3) consecutive work days on account of sickness or injury shall provide medical certification of their inability to work.

**Call-in:** To qualify for paid sick leave, an employee must notify their supervisor as soon as possible, and no later than thirty (30) minutes prior to the start of the work day. Waiver of the foregoing reporting requirement can be made by the department head only in specified and unusual circumstances.

In instances when an employee cannot report for work on a scheduled work day, such employee shall comply with call-in rules established by the department head for the employee’s work unit.

**Accrual:** Sick leave with pay is accrued at the rate of eight (8) hours for each full calendar month of service beginning the first day of the calendar month following full-time probationary employment. Employees whose full-time probationary employment begins on the first work day of the month shall accrue sick leave upon completion of that month. Unused sick leave may be accumulated to a maximum of two thousand (2000) hours.

An employee who is in unpaid status for 44 or more hours in a given pay period shall not accrue sick leave for such period.

In the event employee absences from duty are deemed by the City Manager to be the result of concerted activity, any employee claiming sick leave with pay shall be required to provide

a doctor's certificate stating the nature of the sickness or injury, the name and signature of the attending physician, the time and date the employee was examined by the physician, and a certification that the disability was of such severity as to prevent the employee from performing the job. The City Manager may also require that the evidence submitted by the employee be reviewed by a physician selected by the City and may require a physical examination by such physician at the City's expense. In those instances where the City Manager requires that this procedure be followed, it is understood that the burden of proof to qualify for sick leave with pay is placed upon the employee.

Sick leave shall not be granted to an employee who is absent from duty due to illness or injury incurred while self-employed or working for an employer other than the City of San Leandro.

The parties understand and agree that once salary continuation benefits have been exhausted, if applicable, sick leave, compensatory time and part-time PTO leave that have been accrued will be coordinated with other applicable benefits, in that order, to mitigate the financial impact of an employee's absence.

**Payment:** Payment for unused sick leave will be granted to full-time regular employees with at least fifteen (15) years' continuous City service at death, retirement or resignation in good standing based on salary at termination, pursuant to the following schedule: Number of sick leave days accumulated, multiplied by seven and one-half percent (7½%), multiplied by the number of whole years of service, multiplied by the hourly rate at termination.

The above formula figure of seven and one-half percent (7½%) will be adjusted to ten percent (10%) for an employee who terminates City service after completing twenty-five (25) years of uninterrupted City service by way of termination, service retirement or resignation in good standing with the City.

An employee whose death or permanent disability is a result of an accident which is held to be compensable by the Workers' Compensation Appeals Board will receive payment for unused sick leave without regard to continuous City service according to the seven and one half percent (7½%) formula. An employee who completed twenty-five (25) or more years of uninterrupted service shall receive payment for unused sick leave in accordance with the ten percent (10%) formula as described in the above paragraph.

## **Section 9. Maternity, Pregnancy, Disability and Family Medical Leaves**

Such leaves shall be in accordance with City Administrative Procedure 1600, Family and Medical Leave Request Process; Administrative Procedure 1630, Pregnancy Disability Leave Process, and applicable State and/or Federal law.

## **Section 10. Parental Leave**

A full-time employee shall be granted forty (40) hours of leave with pay at the employee's straight-time rate when they come a parent upon:

- A. the birth of a child;
- B. a child beginning residence with an employee who has commenced adoption proceedings;
- C. placement of a foster child.



In addition, a parent may use one hundred twenty (120) hours of sick leave when any of the three circumstances immediately above occur. Any leave granted under this provision shall run concurrently with FMLA/CFRA leave and must be used within the first twelve (12) months of birth, beginning adoptive residence, or foster placement with the employee. An employee will not be eligible for more than forty (40) hours of Parental Leave in any rolling twelve (12) month period, regardless of whether more than one birth, adoption, or foster care placement occurs in any such period.

### **Section 11. Funeral Leave**

In the event of death in the immediate family of an employee, the employee shall, upon request to their supervisor, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed a total of five (5) working days (equivalent to 40 hours). This provision does not apply if the death and/or funeral occur during the employee's paid vacation, or while the employee is on leave of absence, layoff, sick leave, or any other leave status. Funeral leave for permanent part-time employees shall be on a pro-rated basis based on their regularly schedule work week (i.e. 30 hour workweek = 3.75 days).

The immediate family of an employee includes spouse, registered domestic partner, child, stepchild, parent, sister, brother, grandchild, grandparent, mother-in-law, father-in-law, stepparent and/or any other individual where there is a child-rearing relationship. A child-rearing relationship occurs when the individual is a permanent household member(s) whose well-being is dependent on the employee's care.

Funeral leave applies only in instances in which the employee attends the funeral or is required to make funeral arrangements but is not applicable for other purposes such as settling the estate of the deceased. It is understood, however, that leave, as provided in the preceding paragraph, may be granted to commence prior to the decease of a member of the employee's immediate family or where death appears imminent.

The foregoing funeral leave provisions do not apply to hourly employees.

### **Section 12. Military Leave**

Military leave shall be granted in accordance with the provision of the California State Law. An employee entitled to and taking military leave shall provide their department head copies of orders calling them to active military duty. The department head, within the limits of military necessity and regulations, may determine when such leave shall be taken. Upon returning from military leave, an employee shall provide, when applicable, copies of military release papers.

### **Section 13. Jury Duty**

A full-time or permanent part-time employee, when reporting to jury service as specified by summons, will be entitled to receive their full pay for the period of their jury service.

Upon the completion of service, the employee shall present written proof of jury service to their supervisor. Service not paid for by the court is not covered by this section.

Any day shift employee scheduled to report for jury duty before 12 noon shall not be required to work beforehand. Any day shift employee released from jury duty prior to 12:30 p.m. shall report to work for the balance of the shift.

#### **Section 14. Leave of Absence Without Pay**

A leave of absence may be granted to an employee when it would improve the quality of the employee's job performance for the City government or when such leave is in other ways considered to be in the best interest of the City service. This could include leave for such purposes as additional job-related education or training, or extended illness not covered by accumulated sick leave.

For the purpose of this section, a leave of absence is defined as a privilege which may be granted to an employee wishing to leave the City service in good standing without pay for a limited period. Such employee must make a written request to their supervisor for such leave, stating the dates upon which they wish to leave and to return, and the reason for the request. The department head must submit a written statement giving their reasons for recommending the approval of each request, after considering such factors as employee work performance, whether loss of services would be detrimental to the City's interest, availability of replacements and similar pertinent factors. The City Manager may approve or disapprove the recommendation of a department head to allow a leave of absence for a period not to exceed six (6) months. Approval may be given to extend a leave of absence for one (1) additional period not to exceed six (6) months.

When reporting to work at the expiration of any leave of absence, an employee of this City may be required to submit to medical examinations to determine whether or not they is still capable of performing the duties of their position.

Any employee leaving the competitive service before leave of absence has been granted is absent without leave, and such conduct shall be proper grounds for discharge from the service. Upon the expiration of a regularly approved leave of absence the employee shall be reinstated in the position held at the time such leave was granted, unless they conduct themselves while on such leave in a manner constituting cause for discharge. Failure on the part of an employee on leave of absence to report promptly at its expiration, or within a reasonable time after notice in writing to return to duty, shall be cause for discharge.

#### **Section 15. Holidays**

All full-time regular employees, except as hereinafter provided, shall be entitled to the following holidays provided that if an employee fails to report for scheduled work on any of such holiday, they shall receive no pay:

January 1 (New Year's Day)  
Third Monday in January (Martin Luther King's Birthday)  
Second Monday in February (Lincoln's Birthday)  
Third Monday in February (Washington's Birthday)  
March 31 (Cesar Chavez Day)  
Last Monday in May (Memorial Day)  
June 19 (Juneteenth)  
July 4 (Independence Day)  
First Monday in September (Labor Day)

November 11 (Veterans' Day)  
Thanksgiving Day  
Day after Thanksgiving  
One-half (½) day on the day before Christmas  
One-half (½) day on the day before New Year's Day  
Christmas

In addition, all full-time regular employees shall be entitled to any day proclaimed a City holiday by the Mayor. Holidays will be credited at eight (8) hours for one (1) holiday, which equates to 112 hours per year. Thereafter, except for continuous 24/7 operations, when a day herein listed falls on an employee's regular day off, they shall be entitled to a day off in lieu thereof within the calendar year. The day selected shall be subject to approval of the department head. When such day herein listed falls on a Sunday or Saturday, such day off in lieu thereof shall be the Monday following. Continuous operations, as designated by the department head, will observe the actual holiday for compensation purposes.

For calendar year 2022, Cesar Chavez Day will be credited as one (1) floating holiday (8 hours).

Each employee shall be entitled to one (1) floating holiday that shall be scheduled at a time mutually convenient to the employee and the department head. The floating holiday must be taken during each calendar year and may not be carried over to another calendar year or converted to pay. The floating holiday shall be granted to employees hired on or before September 1<sup>st</sup> of each calendar year.

To the extent that operating conditions allow, employees are to be given the day off on the date of the holiday. Where operating conditions require established organized shifts to be regularly staffed without regard to holidays, the department head shall designate by list the positions required to be staffed. The list of positions so designated shall be subject to approval of the City Manager and shall be filed with the Human Resources Director and the Finance Director.

If an employee holding a position on such a list works an established organized shift on a holiday, the employee shall receive their regular pay plus one and one-half (1 ½) times their regular hourly rate of pay times the hours worked on the holiday. As an alternate, the employee may receive regular pay for the holiday plus compensatory time off at the one and one-half time rate within the calendar year, or with special approval of the department head, within the next succeeding calendar year. The specific date(s) requested to take this time off are subject to the specific approval of the supervisor. When a day herein listed as a holiday falls on a regular day off for an employee holding a position on such a list, such employee shall be entitled to a day off in lieu thereof at a later date within the calendar year or with special approval of the department head within the next succeeding calendar year. Such day off in lieu thereof is subject to approval of the department head as to the day selected. In no event shall an employee be entitled to days off as holidays; days off in lieu thereof; holiday pay, or any combination thereof which exceeds the total number of days set forth as holidays in this rule. The above provisions shall be effective as to any employee transferred to a position designated as required to be staffed without regard to holidays on the approved list, and shall cease to be effective as to any employee transferred from such a position, as of the date of transfer. When employment of a person occupying a position on the approved list is terminated, their entitlement for the holiday leave shall be prorated on the ratio of time served

to the entire calendar year. Final compensation shall be adjusted on the basis of days taken in lieu of holidays as against the entitlement as so calculated.

The foregoing holiday provisions do not apply to hourly or part-time employees.

Police Recruit Trainee will receive a specified holiday schedule from the attending Police Academy.

### **Section 16. Part-Time Paid Leave**

Upon hire, all part-time employees shall commence accruing sick leave in accordance with Assembly Bill 1522, enacting the Healthy Workplaces, Healthy Families Act of 2014 "Paid Sick Leave Law". Employees will accrue at the rate of 1 hour for every 30 hours worked up to a maximum of 24 hours or 3 days annually or until such time as employee becomes eligible for paid-time off (PTO). Sick leave accrual will cease once an employee becomes eligible to accrue paid time off.

Regular part-time employees shall, upon the completion of six (6) consecutive months of employment, commence to accrue paid leave, to be used for sick leave, holidays or vacation leave, at the rate of four (4) hours for each full segment of fifty (50) hours worked in the preceding calendar year. Such eligible employee who has worked fewer than fifty (50) hours in a calendar year may carry over into the succeeding calendar year the fewer hours worked for purposes of accruing paid leave. Paid leave which is earned and accrued under this section is cumulative and may be carried over from one (1) calendar year to the following provided, however, that at the end of this following calendar year the maximum accrual does not exceed one hundred seventy (170) hours.

If a part-time employee is separated from employment and is rehired after more than a one year break in service, employee must requalify for PTO by working 6 consecutive months.

If a part-time employee is hired into a full-time position, their accrued PTO balance will be cashed out during the effective pay period.

### **Section 17. Employee Benefits**

17.1 The IRS 125 plan shall continue. The plan shall provide the following:

- A. Pretax conversion of employee contribution toward medical and dental premiums.
- B. Medical Flexible Spending Account with a maximum employee pretax contribution as determined by the IRS for the benefit plan year.
- C. Dependent Care Flexible Spending Account with a maximum employee pretax contribution as determined by the IRS for the benefit plan year.

For full-time employees, as defined by and measured in accordance with the Patient Protection and Affordable Care Act of 2010 (PPACA), the City will maintain a "core flex" benefit plan. The core shall consist of the PERS Medical Plan (Bay Area rates) and the existing dental plan.

Part-time employees may qualify for medical coverage in accordance with the Affordable Care Act.

The City will contribute the monthly amounts, including the CalPERS Medical Plan “Minimum Employer Contribution” contribution, towards the election of medical and dental benefits in the plan, or the actual premiums, whichever is less. As of January 1, 2022, these monthly contribution amounts are:

<u>Coverage Level</u>	<u>City Pays</u>
<u>Medical</u>	
Employee only	\$ 830.49
Employee + 1	\$1,660.98
Employee + 2 or more	\$2,159.27
 <u>Dental</u>	
Employee only	\$ 49.27
Employee +1	\$ 93.55
Employee +2 or more	\$145.84

In January of each year, the City will pay 70% of the increase in medical and dental premiums based on Kaiser and the dental core plan (i.e., 2023 premiums minus 2022 premiums, multiplied by 70%).

Employees who wish to waive enrollment in the medical and dental plans and who demonstrate to the satisfaction of the City their enrollment in another medical and dental plan will receive opt-out payments as follows, based on the employee’s status and eligibility during the active benefit year, in accordance with Internal Revenue code (IRC) timelines and qualifying events:

Employee rate:	Medical \$200 +/-or dental \$50 = \$250/month maximum
Two-party rate:	Medical \$350 +/-or dental \$50 = \$400/month maximum
Family rate:	Medical \$500 +/-or dental \$50 = \$550/month maximum

In the event both spouses are employed by the City and eligible to enroll in the City’s flex benefits plan, one employee may elect not to enroll in the medical and dental plans and will receive the single employee opt-out rate of two-hundred fifty dollars (\$250.00) per month payment if enrolled under spouse’s coverage.

Re-enrollment in the medical and/or dental plan shall be allowed only based upon a qualifying event as defined by the IRS codes or during an open enrollment period.

## 17.2 Retiree Benefits

Employees hired after January 1, 2005 must render five years of continuous service with the City of San Leandro to retire with medical and/or dental benefits under this section.

Medical: Under CalPERS rules, the City will directly contribute the “employer minimum share” towards retiree health coverage. Additional retiree health contributions will be made on a reimbursement basis as set forth below. The amounts listed below are inclusive of the CalPERS Medical Plan “employer minimum share”.

The City shall pay the contributions required by health plan two-party rate for retired City employees who were assigned to confidential classifications and who are currently members of one of the City's health plans. The City shall contribute to the health plan's two-party rate costs, but the maximum amount to be contributed by the City shall not exceed three hundred and sixty dollars (\$360.00). In the event the amounts required by the health plans exceed the maximum City contribution, such excess amounts shall be paid by the retiree. Coverage under this section shall continue until the employee's 65<sup>th</sup> birthday; except for the CalPERS Medical Plan "employer minimum share" retiree health contribution, which shall continue for life.

Retired employee dependent eligibility for City health plan contribution is conditional upon the active enrollment of the retired employee. If a retired employee moves outside the service area of their medical plan, the retiree will be allowed an opportunity within thirty (30) days of such move to change medical insurance coverage. If a retired employee remarries, the retiree may add the retiree's spouse to the medical insurance coverage at the City's expense. The City shall have no obligation to obtain medical insurance for a retiree living outside the service area of its medical insurance plans. The contribution toward retiree insurance will continue, however, until the employee's 65<sup>th</sup> birthday.

Dental: For single coverage, the City shall contribute a maximum of seventy dollars and eighty-seven cents (\$70.87) toward the monthly dental plan cost for each eligible retired City employee who was assigned to a confidential classification and who is currently a member of the City's dental plan, or who was a member of the City's dental plan and retired on or after January 1, 1987. For two-party and family coverage, the City shall contribute \$86.51 and \$115.74 per month, respectively. Coverage under this section shall continue until the employee's 65<sup>th</sup> birthday; except for the CalPERS Medical Plan "employer minimum share" retiree health contribution, which shall continue for life.

### 17.3 Life Insurance

The City shall maintain in effect employer paid Term Life Insurance with an AD&D benefit in the amount of fifty thousand dollars (\$50,000.00). The City shall make available for employees, the ability to purchase additional life insurance, at no cost to the City, subject to the requirements and rules of the insurance carrier. Such premium payments made by the employee purchasing any voluntary life insurance shall be made on an after tax basis.

### 17.4 Long Term Disability Insurance

The City shall maintain in effect an employer paid long term disability insurance program with a benefit percentage of sixty-six and two-thirds percent (66 2/3%) of base monthly earnings with a maximum gross monthly benefit of six thousand dollars (\$6,000.00). The plan shall provide a six (6) month elimination period, benefits payable to age sixty-five (65) with two years "own" occupation and partial disability benefits, subject to the rules, regulations, enrollment requirements and exclusions set forth by the insurance carrier. The increased benefit percentage will be effective May 1, 2022 upon carrier implementation.

### 17.5 Short Term Disability Insurance

The City shall make available for employees, the ability to purchase voluntary short-term disability insurance, at no cost to the City, subject to the rules, regulations, enrollment

requirements and exclusions set forth by the insurance carrier. Such premium payments made by the employee purchasing any voluntary short-term disability insurance shall be made on an after-tax basis.

### **Section 18. Retirement Plan - Three-tier System**

The City shall, for full-time and qualifying part-time confidential staff, contribute to the California Public Employees' Retirement System (CalPERS) each pay period a portion of the employees' contribution rate as established by law, equal to that percentage of the employees' "compensation" as that term is administered by the Board of Administration of CalPERS, for the purpose of computing final compensation. Such contributions shall be reported to CalPERS as follows:

18.1 Tier One: For confidential employees hired by the City prior to May 6, 2010, the City shall maintain a contract with CalPERS for the provision of a 2.5% @ 55 (highest 12 months) retirement benefit formula.

These plans shall contain the following options:

- Remarriage post-survivor allowance continuance
- Credit for unused sick leave option
- Military service credit option

Employees shall pay the 8% of the employee contribution. Pursuant to IRS Code Section 414 (h) (2), these payments shall be made on a pre-tax basis.

18.2 Tier Two: For confidential employees hired by the City on or after May 6, 2010 and classified as "classic" CalPERS members as defined by Public Employees Pension Reform Act (PEPRA), the City shall maintain a contract with CalPERS for the provision of a 2% @ 55 (highest 36 months) retirement benefit formula pursuant to CalPERS requirements. Such plan will also contain the three optional benefits listed above.

Employees shall pay the 7% of the employee contribution. Pursuant to IRS Code Section 414 (h) (2), these payments shall be made on a pre-tax basis.

18.3 Tier Three: For confidential employees hired on or after January 1, 2013 and classified as "new" members of CalPERS as defined by Public Employees Pension Reform Act (PEPRA), the City shall maintain a contract with CalPERS for the provision of a 2% @ 62 (highest 36 months) retirement benefit formula. Also pursuant to PEPRA, these employees are responsible for paying one-half of the normal cost of this retirement plan.

### **Section 19. Catastrophic Illness Leave**

The objective of this section is to complement the City's wellness program for employees by improving health benefits in instances of catastrophic illness, and thereby aid employees to do better work.

A minimum of one (1) year must elapse following the termination of the catastrophic illness leave before an employee may be permitted further catastrophic illness leave. However, if subsequent catastrophic illness occurs within a year following the termination of the previous catastrophic illness leave, an employee may be permitted to use whatever accumulated paid

leave they have and then whatever catastrophic illness leave they were eligible for but did not use.

The same principles concerning the administration of the sick leave benefit shall be used for this benefit where applicable.

## **Section 20. Categories of Appointment**

The Personnel Rules regarding categories of appointment shall be amended as follows:

Probationary Appointment - The appointment of a person to a position in a classification listed in Appendix "A" from an employment list to serve the required probationary period for that classification.

Provisional Appointment - The appointment of a person to a position in a classification listed in Appendix "A" as defined in the Personnel Rules.

Permanent Appointment - The appointment of a person to a position in a classification listed in Appendix "A" who has completed the required probationary period in that classification.

Temporary Appointment - The appointment of a person to a position in a classification listed in Appendix "A" for a specified duration not to exceed twenty-four (24) months.

The probationary period for the Police Recruit Trainee position requires successful completion of a P.O.S.T. Basic Academy. The incumbent must graduate from the assigned, or currently enrolled P.O.S.T. Basic Police Academy, at which point, at the recommendation of the Police Chief, may be appointed to and sworn in as a probationary, entry level, Police Officer.

## **Section 21. Layoff**

It is understood that only the employee groups defined below possess the referenced layoff rights. Prior to the layoff of any full-time or permanent part-time employees, hourly part-time and/or temporary employees within the same classification, will be released.

### **Definitions**

Permanent Part-time Employees: Hourly employees working a fixed-weekly schedule for a minimum of 1,000 hours a fiscal year for two consecutive fiscal years.

Full-time Employees: Regular hourly employees scheduled to work 2080 hours in a fiscal year.

### **Special Considerations**

- Layoffs will be conducted by classification in the following order: "Permanent part-time" employees and then full-time employees.
- A full-time employee whose position has been identified for elimination may, in lieu of layoff, bump another full-time employee with less seniority in that classification and then in previously held classifications. If no such position exists, the affected employee may



bump a “permanent part-time employee” regardless of relative seniority within the same or previously-served classification.

- Ties in seniority within the same classification shall be first broken by City-wide seniority and then by lot.
- Notice of potential layoff shall be delivered personally to an affected employee or be sent by mail and confirmed through the “Certificate of Mailing” process.
- “Permanent part-time” employees who become full-time employees, without a break in service, in the same classification will receive seniority credit for time served in such status on an hour-for-hour basis converted to yearly service credit upon their appointment to the full-time classification.
- “Permanent part-time” employee seniority shall be calculated based on the total number of hours worked in the classification. The calculation of service credit for “permanent part-time employees” will be determined by the number of paid hours worked through the last pay period 30 days prior to the date of layoff.
- Hours worked in a temporary employee capacity will not be counted for seniority purposes except where the employee converted from a temporary to permanent status in the same classification with no break in service.
- Employees shall not be credited with time spent in non-paid status except for Voluntary Time Off, military leave, as otherwise prescribed by law, or as mutually agreed to by the parties.
- Seniority credit shall only be credited for time spent in a confidential position. Bumping to lower-level positions where the displaced employee held previous status shall only occur for service rendered within the bargaining unit.

The appointing authority may lay off an employee in the competitive service because of material change in duties or organization, or shortage of work or funds. When, there are more employees in any class in the full-time competitive services than there are available positions, the employee with the least seniority in the class shall be laid off.

An employee whose position has been targeted for elimination and who holds seniority over other employees in that classification shall displace the most junior employee in that same classification. If a vacant position exists in the classification, the senior employee whose position is targeted for elimination shall be transferred to that vacant position. The senior employee shall receive written notification that they has displacement rights, and to what position they is eligible to displace to; or, in the event of a vacancy, transferred to.

Employees who are laid off may be eligible to "bump" into a classification(s) in which they previously held permanent status, provided that: 1) the classification has the same or lower maximum salary than the position they are being laid off from; and 2) they have more seniority than the most junior person in the classification to which they are bumping. For the purpose of bumping, seniority shall be defined as the total amount in the lower classification, added to the time spent in the related higher classifications from which they are being laid off.

**Timeline:** Within sixty (60) days of determining that filled positions will be eliminated, the City shall give notice to the employee on any possible impact of the layoff. Issues to be discussed during the impact bargaining shall include identification of previously held positions for bumping purposes, alternatives to layoffs, severance, etc.

Forty (40) days before the effective date of a layoff, the appointing authority and/or designee shall notify the Human Resources Director of the intended action with reasons therefore, and a statement certifying whether or not the services of the employee have been satisfactory. A

copy of such notice shall be given to the employee affected at that time. If certified as having given satisfactory service, the name of the employee laid off shall be placed on the appropriate re-employment list.

Employees shall be given thirty (30) days notice before the effective date of a layoff.

All laid-off employees with satisfactory service shall be placed on a re-employment list for the class from which they were laid off or demoted and shall be offered positions in reverse order of lay off or demotion (i.e., the last person in the affected class to be laid off shall be the first re-hired when openings occur in that class or any other of same pay for which the employee is qualified). If the employee on the re-employment list refuses the initial offer of re-employment or does not respond to the offer within 48 hours, the employee's name shall be placed at the end of the re-employment list. If the same employee refuses or fails to timely respond to proffered re-employment the second time, the employee shall be removed from the list and shall no longer be eligible for re-employment as a laid off employee.

Employees on the re-employment list shall be offered lower positions in a related class, for which they meet the position's minimum qualifications, before new employees are hired.

Re-employment lists shall remain in effect for a period of twenty-four (24) months.

All employees on the re-employment list shall be mailed notices of vacancies in the City for a period of twenty-four (24) months after their lay off.

## **Section 22. Miscellaneous**

### **22.1 Deferred Compensation**

Participation in the City's deferred compensation plan shall be voluntary and shall be available to full-time and part-time employees. For full-time and permanent part-time employees, the City will match an employee's contribution to the deferred compensation plan each pay period up to a maximum of two percent (2%) of an employee's base pay.

### **22.2 Flexible Work Schedules**

When operationally appropriate, and determined to be in the best interest of the City, departments may establish flexible work schedules. Establishment of such schedules shall be in the sole discretion of the department head with the approval of the City Manager.

### **22.3 Bilingual Pay**

Employees certified by the City as bilingual will receive two hundred (\$200) dollars per month bilingual pay when they are required to use a second language. Bilingual skills shall be necessary to the operation of the City, as determined by the department head, and confirmed by an appropriate certification process established by the City. Bilingual pay shall apply to the following languages: Spanish, Chinese, American Sign Language and other languages as determined by the Human Resources Department.

### **22.4 Confidential Development Program**

Full-time employees, except Police Recruit Trainee, shall receive an eight hundred and fifty dollar (\$850.00) per calendar year confidential development reimbursement. This reimbursement may be for such career development items as training courses, software, technical books, desktop computer, laptop, cell phones, tablets, and printer when utilized for work. The reimbursement may also be used for fitness related expenses such as health club/gym memberships, fitness classes (such as yoga, Pilates, aerobics), and exercise equipment (such as weights, treadmill, bicycle). Expenses that would not qualify include camera, speakers, recreational sports equipment, sports team/competition fees, clothing, and vitamins/supplements. Employees hired after July 1 will be eligible for a prorated amount.

Expenses reimbursed under this program are subject to the approval of the employees' department head, or in place of the department head, the City Manager. Reimbursement approval shall be based on the finding that the product, training or service serves the purpose of contributing to the employee's fitness, work productivity, and/or professional development. In the event a reimbursement request is denied, the employee may submit an appeal to the City Manager.

## 22.5 Tuition Reimbursement

The Tuition Reimbursement Program is incorporated herein by reference. The maximum tuition reimbursement benefit under the program is one thousand five hundred (\$1,500.00) dollars per employee on a fiscal year basis.

A full-time employee who has completed their probationary period must submit a "Tuition Reimbursement Request" and receive prior approval through their Supervisor, Department Director, Human Resources Director and City Manager prior to enrolling in a recognized college, university or professional institution. College courses, to be eligible for reimbursement, must be related to an employee's area of employment. It is understood by the parties that classes taken as prerequisites to an approved course of study are covered by this Tuition Reimbursement Program, as are courses taken in preparation for an employees' job advancement within the City. A written explanation will be provided to any employee denied tuition reimbursement.

Reimbursement is only made if an employee successfully completes their coursework with a grade of C or better. Eligible items for reimbursements are tuition and course-related book expenses.

## 22.6 Notary Duties Pay

A one hundred dollar (\$100) monthly stipend will be paid to employees performing designated Notary Public services.

## 22.7 Additional Benefits

In addition to the benefits outlined in this compensation plan, Human Resources Analyst shall receive Management Incentive Pay and Administrative Leave as accorded to members of the San Leandro Management Organization pursuant to its Memorandum of Understanding. Such benefits are in recognition of the nature of the position in comparison to other management employees. Human Resources Analyst is not eligible to earn overtime or compensatory time off.

## 22.8 Application of Pay and Benefits

Only employees of the City, at the time this agreement is ratified by the City Council, are eligible to receive any of the salary or benefits so provided.

## **Section 23. Uniform/Equipment**

Any necessary uniform equipment required for Police Recruit Trainee enrollment in the police academy will be paid in full by the San Leandro Police Department.